

**RUMENCO LIMITED**  
**Terms and Conditions for the Purchase of Goods**

1. **Definitions**
  - 1.1 **Definitions:** In these Conditions, the following terms shall have the following meanings:

"**Authorised Representative**" means a director of the Buyer or any other person authorised on behalf of the Buyer.

"**Buyer**" means Rumenco Limited, registered in England and Wales under company number 04016333, whose registered office is at Stretton House, Derby Road, Stretton, Burton on Trent, Staffordshire DE13 0DW.

"**Conditions**" means these terms and conditions of purchase of the Buyer.

"**Contract**" means any contract for the purchase of any goods, services, materials or works by the Buyer, which incorporates these Conditions.

"**Contract Documentation**" means all documents which form part of, constitute or evidence the Contract, including these Conditions and any quotations, offers, Orders, acknowledgements of order, acceptances and specifications of the Buyer or Supplier and any documents referred to in any of them.

"**Delivery Address**" means the address where the Goods are to be delivered or provided by the Supplier as stated in the Contract Documentation or if not stated such premises of the Buyer in the United Kingdom as the Buyer shall notify to the Supplier.

"**Delivery Date**" means the date by or the final date in any period within which the Goods are to be delivered or provided as stated in the Contract Documentation or if no date or period is stated the Delivery Date shall be a reasonable period following the creation of the Contract in accordance with Condition 2.2.

"**Goods**" means all goods, works, labour, materials, services and all other things to be sold, supplied or performed in accordance with the Contract and as identified in the Contract Documentation, including any of the foregoing supplied by way of making good, repair or replacement.

"**Intellectual Property Rights**" means all or any registered or unregistered intellectual property rights or similar rights in any part of the world, including patents, design rights and registered design rights, copyrights, database rights, registered and unregistered trade marks or service marks, know how, rights to inventions and ideas, together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights.

"**Order**" means the order placed with the Supplier by the Buyer.

"**Price**" means all sums payable by the Buyer to the Supplier for the supply of the Goods, as specified in the Contract Documentation or otherwise notified to the Buyer.

"**Supplier**" means the person, firm or company designated as the supplier in the Contract Documentation.

"**Working Day**" means any day which is not a Saturday or Sunday, or bank or public holiday.
  - 1.2 **References:** In these Conditions, unless otherwise stated, references to:
    - (a) the "**parties**" are references to the Buyer and the Supplier;
    - (b) a third party are references to a person who is not a party to the Contract;
    - (c) "**persons**" and "**parties**" shall include references to individuals, companies, corporations, partnerships and unincorporated associations;
    - (d) the singular shall include the plural and vice versa;
    - (e) a "**Condition**" are references to a condition of these Conditions;
    - (f) "**writing**" includes facsimile or e-mail and the expression "written" shall be construed accordingly; and
    - (g) a statute, statutory instrument, regulation, order or licence are references to that statute, statutory instrument, regulation, order or licence as substituted, varied or re-enacted from time to time.
  - 1.3 **Headings:** The headings in these Conditions are for convenience only and shall not affect the construction of these Conditions.
  - 1.4 **Interpretation:** The words "**include**" and "**including**" shall be construed without limitation.
2. **Application of Terms**
  - 2.1 **Incorporation of the Conditions:** The Contract shall be on these Conditions and all terms and conditions proffered by the Supplier are hereby excluded from the Contract. Any commencement of work on any Order by the Supplier shall constitute an acceptance by the Supplier of the Conditions.
  - 2.2 **Status of Orders:** Each Order for Goods from the Buyer to the Supplier shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the Order. The Buyer shall be entitled to withdraw an Order at any time prior to the date of a Contract by giving notice to the Supplier.
  - 2.3 **Priority:** In the event of inconsistency between these Conditions and anything appearing on the face of the Order or contained in the other Contract Documentation, the Order shall prevail over these Conditions, and the other Contract Documentation shall prevail over the Order and these Conditions.
  - 2.4 **Separate Contracts:** Each Order shall represent a separate Contract.
3. **Supply of Goods**
  - 3.1 **Sale and Purchase:** The Supplier agrees to sell, deliver and provide to the Buyer and the Buyer agrees to purchase and accept delivery of and pay for the Goods on and subject to the terms of the Contract and these Conditions.
  - 3.2 **Variations to the Goods:** The Buyer shall be entitled at any time to change the quantity and the specification of the Goods, the Delivery Address and/or the Delivery Date. If such change would result in additional cost or expense to the Supplier in providing the Goods or would delay delivery of the Goods, an equitable adjustment may be agreed between the parties to the Price and/or the Delivery Date, to the extent necessary to reflect the additional costs.
  - 3.3 **Quality of Goods:** The Goods shall in all respects:
    - (a) conform as to quality, quantity, design and description with the particulars of the Contract Documentation;
    - (b) be of satisfactory quality and free from defects and the Contract shall be carried out using materials of good quality, in a good and workmanlike manner and with all due care;
    - (c) be fit for all common purposes for which Goods of the kind in question are commonly supplied and if, expressly or by implication, the purposes for which the Buyer required the Goods have been made known to the Supplier, shall be fit for those purposes;
    - (d) correspond to any approved samples, patterns or prototypes;
    - (e) be adequately packed, secured and labelled at the Supplier's expense to protect against all risks of damage or deterioration;
    - (f) comply with all relevant requirements of any statutes or regulations applicable in the UK and Europe to Goods of the kind in question at the Delivery Date; and
    - (g) conform with all descriptions applied thereto by the Supplier or otherwise appearing in supporting literature supplied in respect of the Goods.
  - 3.4 **Quantity of Goods:** In all cases where the Goods are bulk feedstuffs or other bulk products, these will be weighed upon delivery and the Price will be calculated according to the exact weight of Goods delivered.
  - 3.5 **Information relating to Goods:** The Supplier shall:
    - (a) supply in connection with the Goods, on or before delivery of the Goods, such documents and information as shall be stated in the Contract Documentation together with such of the following as may be relevant or required by law:- (i) delivery and advice notes; (ii) certificates of conformity; (iii) instructions as to handling, storage, use, care, maintenance and safety; (iv) warning labels dealing with any hazards or threats to safety; (v) proof as to the country of origin, the approval number of the establishment and the date of production; and (vi) such other documentation and information as is required in order to comply with the terms of the UFAS (Universal Feed Assurance Scheme) Manual and of any other relevant Guidance Note, Code of Practice or other

document issued by or on behalf of UFAS from time to time;

- (b) (as a continuing obligation surviving completion or earlier termination of the Contract) promptly pass on to the Buyer all future information coming to the attention of the Supplier concerning the handling, storage, use and safety of the Goods; and
  - (c) prior to delivery, notify the Buyer giving details of Goods which are perishable or have a life expectancy of limited duration and of any circumstances likely to affect the quality of Goods and shall issue appropriate instructions as to the storage, handling and use of Goods in order to ensure the preservation of the Goods. Such details and instructions shall form part of the description of the Goods.
- 3.6 **Safety Obligations:** The Supplier shall comply with all of its legal obligations in relation to health and safety in relation to the Goods and shall as a continuing obligation surviving completion or earlier termination of the Contract provide the Buyer with such information and assistance concerning the Goods as the Buyer may reasonably require to enable the Buyer to comply with its legal obligations in relation to health and safety in relation to the Goods (including any obligations under the Products of Animal Origin (Import and Export) Regulations 1996, the Products of Animal Origin (Import and Export) (Amendment) Regulations 1997, the Feeding Stuffs (Sampling and Analysis) Regulations 1999, the Products of Animal Origin (Import and Export) (Amendment) (England) Regulations 2001, the Products of Animal Origin (Third Country Imports) (England) Regulations 2003 (as amended) and the Importation of Processed Animal Protein Order 1981 (as amended)).
- 3.7 **Hazardous Goods:** The Supplier shall ensure that items comprised in the Goods which are hazardous or may otherwise endanger life or health are clearly identifiable from external packaging. The Supplier shall supply with the Goods warning labels appropriate to warn persons coming into contact with the item of the hazards and its effects, together with all necessary instructional material in relation to such hazards and their effects.

#### 4. Testing and Inspection

- 4.1 **Testing:** If the Buyer shall request, the Supplier shall test the Goods for conformity with the Contract prior to delivery and shall provide the Buyer with a written report on the results of such tests at no additional charge to the Buyer.
- 4.2 **Effect of Inspection and Testing:** No inspection or failure to inspect or discover any defect or non-compliance with the Contract by the Buyer shall relieve the Supplier of any of its obligations under the Contract or prejudice any rights or remedies of the Buyer.

#### 5. Delivery

- 5.1 **Strict Obligation:** All Goods shall be delivered to the Delivery Address by the Delivery Date strictly in accordance with the Contract. Time for delivery of the Goods is of the essence of the Contract.
- 5.2 **Delivery Time:** The Buyer may from time to time defer the Delivery Date without any liability for storage or other charges from the Supplier.
- 5.3 **Delivery not likely to be made:** If at any time the Supplier has reason to believe that the deliveries of the Goods may not be made at the times specified in the Contract Documentation, the Supplier shall immediately notify the Buyer setting out the cause for the anticipated delay. Any oral communication shall be immediately confirmed in writing. If delivery is delayed, the Supplier shall at its own cost send the Goods at such time to such place and in such manner as instructed by the Buyer, and the Supplier shall, if so requested by the Buyer and without prejudice to the other rights and remedies of the Buyer, reimburse the Buyer for all losses and damages reasonably incurred as a result of such delay.
- 5.4 **Failure to Deliver:** If the Supplier fails to deliver in accordance with Condition 5.1 then, without prejudice to the Buyer's rights for breach of the Contract the Buyer may:
- (a) reject the Goods delivered and terminate the Contract as a whole. In this event, without prejudice to the Buyer's other remedies, the Supplier shall promptly collect any Goods which have been delivered;
  - (b) accept delivery of those Goods which have been delivered, and terminate the Contract in respect of the undelivered Goods; or

- (c) accept those Goods which have been delivered and specify a further Delivery Date by which the remainder of the Goods must be delivered in respect of which the provisions of this Condition 5 shall continue to apply.

#### 6. Acceptance of the Goods

- 6.1 **When Acceptance Occurs:** The Buyer shall not be deemed to have accepted any part of the Goods until after the Buyer has actually inspected the Goods and ascertained that they are in accordance with the Contract or, where the Goods have not been inspected, until a reasonable time has elapsed since the Goods have been put into use. A reasonable time shall be considered to be at least thirty (30) Working Days. No provision of law deeming when acceptance of the Goods is to have taken place shall apply.
- 6.2 **Rejection for Non-Conformity:** Until the Buyer has accepted the Goods, if any Goods are found not to be in conformity with the Contract, the Buyer shall be entitled to:
- (a) reject the Goods delivered, treat the Contract as repudiated by the Supplier and terminate the Contract as a whole;
  - (b) reject the Goods delivered, require the Supplier to deliver replacement Goods conforming with the Contract by a further Delivery Date specified by the Buyer and/or treat the Contract as repudiated by the Supplier in respect of any remaining undelivered Goods; or
  - (c) accept those Goods which have been delivered, require the Supplier to repair, rectify or pay the reasonable cost of repairing or rectifying the Goods and/or treat the Contract as repudiated by the Supplier in respect of any remaining undelivered Goods.
- 6.3 **Effect of Acceptance:** Any acceptance by the Buyer of Goods not in conformity with the Contract shall be without prejudice to any rights the Buyer may have against the Supplier, including the warranties under Condition 9, and the Buyer shall not be considered as the result of a deemed or express acceptance of the Goods to have agreed that the Goods supplied were supplied in accordance with the requirements of the Contract.
- 6.4 **Resale of Goods:** The Buyer's right to reject any Goods shall not be affected by the resale of any Goods.
- 6.5 **Handling of Rejected Goods:** Where any Goods are rejected by the Buyer under the Contract the Goods shall be at the risk of the Supplier and the Supplier shall pay the Buyer's costs of handling. In addition, the Buyer shall be entitled to return the Goods to the Supplier and the Supplier shall at the option of the Buyer either collect the Goods or reimburse or pay to the Buyer the cost of returning the Goods to the Supplier.

#### 7. Risk

- 7.1 **Passing of Risk:** Risk of loss or damage to the Goods shall pass to the Buyer on the later of physical delivery of the Goods to the Buyer and completion by the Supplier of any services which the Supplier is to provide in respect of the Goods following delivery.
- 7.2 **Damage or Loss in Transit:** The Supplier upon receiving notice to that effect from the Buyer shall repair or replace free of charge Goods damaged or lost in transit and due delivery of the Goods shall not be deemed to have taken place until replacement or repaired Goods have been delivered by the Supplier to the Buyer.

#### 8. Price and Payment

- 8.1 **Price:** The Price shall not be subject to any variation or adjustment unless an Authorised Representative agrees thereto in advance in writing.
- 8.2 **Value Added Tax:** The Price is exclusive of value added tax which shall be due at the rate ruling on the date of the Supplier's invoice to the Buyer, provided that such invoice is a VAT invoice.
- 8.3 **Included Items:** The Price includes delivery of the Goods to the Delivery Address. The Price shall also include, unless the Contract Documentation otherwise stipulates, the cost of packing, boxing, crating or any other packaging for the Goods.
- 8.4 **Invoices:** Invoices shall be sent to the Buyer at Stretton House, Derby Road, Stretton, Burton on Trent, Staffordshire DE13 0DW.
- 8.5 **Information on Invoices:** The Supplier shall ensure that all invoices specify the Order number and full details of the supply including description, quantity and unit price of Goods delivered.
- 8.6 **Payment Period:** Unless the provisions of Condition 8.7 apply and subject to the invoice provided by the Supplier being

correct and being received in accordance with Condition 8.3, the Buyer shall pay the invoice within sixty (60) days of the date of which the Supplier's invoice is received by the Buyer.

8.7 **Advance Payments:** Where the Buyer has agreed to pay all or a proportion of the Price prior to receiving the Goods the Supplier shall hold such sums:

- (a) on trust for the Buyer; and
- (b) separately at all times from all other sums of the Supplier or any third party in such a way that they remain readily identifiable as the Buyer's funds.

8.8 **Release of Advance Deposit:** The Supplier will only be entitled to ownership of the sums paid by the Buyer as an advance payment once the Goods have been delivered in full to the Buyer and the Buyer has accepted the Goods in accordance with Condition 6.1.

8.9 **Failure to Deliver:** In the event that the Goods are not fully delivered in accordance with the terms of this Contract, the Buyer shall be entitled at its absolute discretion to the immediate return of the sums paid under Condition 8.7.

8.10 **Dispute as to Price:** Where the Price or any part of it is disputed by the Buyer in good faith, the Buyer will provide the Supplier with a statement of the amount in dispute. The Buyer will pay any amount which is not in dispute and shall be entitled to withhold the balance pending resolution of the dispute.

8.11 **Set Off:** The Buyer shall be entitled to set off against any amount of the Price which it owes to the Supplier, any amount owed to the Buyer by the Supplier under the Contract or under the terms of any other dealing between the Buyer and the Supplier.

## 9. Warranties and Remedies

9.1 **General Warranty:** The Supplier warrants that the Goods will comply with the requirements of the Contract.

9.2 **Agricultural Produce/Feeding Stuffs Warranty:** The Supplier warrants that the Goods will comply with the warranties required by statute under Sections 68, 71 and 72 of the Agriculture Act 1970 as amended by the Feeding Stuffs (Sampling and Analysis) Regulations 1999.

9.3 **Compliance with Laws:** Without prejudice to Condition 9.1 the Supplier warrants that in the performance of its obligations under the Contract it will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject matter of the Contract.

### 9.4 Genetic Modification

- (a) The Supplier warrants to the Buyer that, where specifically requested by the Buyer, the Goods do not contain any genetically modified material of any nature whatsoever unless expressly stated otherwise in writing by the Buyer.
- (b) In the event that the Goods do contain genetically modified material, the Supplier warrants to the Buyer that the information in relation to such material provided to the Buyer by the Supplier is complete and accurate in all material respects.

9.5 **Intellectual Property Rights:** The Supplier warrants to the Buyer that in relation to any licence of Intellectual Property Rights in Condition 13 or otherwise, it has the right to grant that licence and that the exercise of that licence in accordance with the Contract will not infringe any Intellectual Property Rights of any third party.

9.6 **Buyer's Remedy:** Without prejudice to the other rights of the Buyer for breach by the Supplier, where any of the Goods supplied to the Buyer are found within twelve months of the date of delivery not to be in accordance with the Contract the Buyer shall be entitled at its sole option to:

- (a) reject all of the Goods, terminate the Contract as a whole, and require the Supplier to refund the Price;
- (b) accept delivery of those Goods which have been delivered in compliance with the Contract, and terminate the Contract in respect of the Goods which do not comply with the Contract and require the Supplier to refund that part of the Price paid for the non-compliant Goods; or
- (c) require the Supplier at the Supplier's cost to repair or replace the Goods with Goods conforming to the requirements of the Contract, carry out repairs and rectification work itself to the Goods, and pay the costs of any such repairs, replacements or rectification work, and/or to terminate the Contract in relation to any

undelivered Goods. If it is necessary to open up or dismantle any other works or assemblies to permit such repair or replacement then the Supplier shall bear the cost of such opening up, dismantling or reassembly and the making good after repairs, replacements and testing of such Goods have been completed to the Buyer's reasonable satisfaction.

## 10. Product Recall

Where either party is or ought reasonably to be aware that the Goods are defective in such a way that any reasonable manufacturer or supplier would conclude that they should be subject to a recall or that customers should be notified of the defect, each party shall promptly notify the other of that fact. The Supplier shall promptly investigate the alleged defect thoroughly and report to the Buyer on its findings. The Supplier shall pay on an indemnity basis the Buyer's costs, expenses and losses resulting from any product recall (whether undertaken by the Buyer or any customer of the Buyer) including the cost of issuing notices to customers of any defect and the cost of collecting any Goods.

## 11. Termination

11.1 **Cancellation:** The Buyer shall be entitled to cancel the Contract in whole or in part, without any liability for any loss or damage whatsoever except as provided in Condition 11.2.

11.2 **Effect of Cancellation:** Upon any cancellation referred to in Condition 11.1 the Buyer shall cease to be bound to pay that part of the Price which relates to the Goods which have not been delivered or supplied, but will pay for expenses and work in progress incurred wholly, exclusively and reasonably for the purposes of the Contract to the extent to which the same would otherwise be an unavoidable loss to the Supplier due to the Buyer's cancellation. The Supplier shall submit its claim within two months of the date of cancellation by the Buyer for such expenses and work in progress.

11.3 **Mitigation:** The Supplier shall take all reasonable steps to mitigate its loss and the Buyer shall not be liable for claims submitted more than two months after cancellation.

11.4 **Right of Termination:** Without prejudice to the provisions of Condition 11.1, the Buyer may at any time by notice in writing summarily terminate the Contract without liability to Supplier forthwith upon the occurrence of any of the following events:

- (a) if the Supplier breaches any of its obligations under the Contract and fails, where the breach is capable of remedy, to remedy such breach within 30 days after written notice from the Buyer requiring such remedy;
- (b) if the Supplier enters into any composition or arrangement for the benefit of its creditors;
- (c) if the Supplier, being an individual, becomes bankrupt or has a receiving order or administration order made against him;
- (d) if the Supplier becomes insolvent or appears to be unable to pay a debt or have no reasonable prospect of paying debt (within the meaning of Section 268 of the Insolvency Act 1986) or being a company, appears unable to pay its debts (within the meaning of Section 123 of that Act);
- (e) if the Supplier is a company or other corporate body, the presentation of a petition or the giving of any notice of a resolution for the winding up of the Supplier (other than for a members' voluntary winding up of a solvent company for the purpose of a bona fide reconstruction);
- (f) if the Supplier is a company or other corporate body, the appointment of an administrative receiver or administrator in respect of the whole or any part of the Supplier's undertaking or assets; or
- (g) if the Supplier shall suffer any analogous proceedings under any laws outside the UK.

11.5 **Buyer's Accrued Rights:** Such termination or suspension shall be without prejudice to the Buyer's other rights or remedies under the Contract, whether accrued before or accruing after such notice.

## 12. Effect of Termination

The provisions of Conditions 3.2, 6, 8, 9 to 17 inclusive and 19 to 20 inclusive shall survive expiry or termination of the Contract.

## 13. Intellectual Property Rights Licence

The Supplier grants to the Buyer an irrevocable, royalty-free, non-exclusive licence with the right to grant sub-licences in

respect of the Intellectual Property Rights in relation to the Goods to copy, use and reproduce the Goods for the purposes of obtaining the full benefit of and making full use of the Goods in its business.

#### 14. Supply of Personnel

All personnel provided by the Supplier for carrying out the Contract shall at all times be deemed to be in the employment of the Supplier, and shall comply in all respects with any site rules and regulations applicable to the Buyer's premises.

#### 15. Limitation of Liability

15.1 **Limit on Buyer's Liability:** Notwithstanding anything else in the Contract, the aggregate liability of the Buyer to the Supplier under or in connection with the Contract, whether arising from contract, tort (including negligence) or otherwise, shall be limited to the Price payable under the Contract.

15.2 **Unlimited Liability of the Buyer:** For the avoidance of doubt, there shall be no limit on the Buyer's liability arising from death or injury to persons which was caused by the Buyer's negligence or its breach of statutory duty.

15.3 **Exclusions of Buyer's Liability:** The Buyer shall not be liable to the Supplier in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever for any loss of profits, business, bargain, contracts, revenues, diminution of goodwill, anticipated savings or for any special, indirect or consequential damage or loss of any nature whatsoever.

#### 16. Insurances

16.1 **Maintenance of Insurance:** During the term of the Contract (and for a period of 6 years thereafter) the Supplier shall maintain in force with a reputable insurance company:

- (a) Property insurance: in an amount not less than £5,000,000 (five million pounds) per event or series of related events in any one period of insurance;
- (b) Employers' liability insurance: in an amount not less than £5,000,000 (five million pounds) per event or series of related events in any one period of insurance; and
- (c) Public liability insurance: in an amount not less than £5,000,000 (five million pounds) per event or series of related events in any one period of insurance.

The Supplier shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

#### 17. Supplier's Indemnity

The Supplier shall fully indemnify and keep the Buyer and any director, officer, employee, servant, agent or sub-contractor of the Buyer fully indemnified on demand from and against all actions, claims, demands, costs (including reasonable legal costs and expenses), losses (including without limitation loss of profit, revenue or goodwill), damages, remediation costs and liability and all litigation, arbitration, mediation or adjudication expenses incurred by or awarded against the Buyer which the Buyer may suffer or incur as a result of or arising in any way directly or indirectly out of:

- (a) the supply of the Goods by the Supplier;
- (b) any breach of the Contract by the Supplier; or
- (c) any act, omission or default (whether deliberate, wrongful, negligent or accidental) of the Supplier,

together with any and all reasonable and proper costs and expenses, including legal costs and expenses, reasonably incurred by the Buyer in mitigating any loss, damage or liability or in settling or defending any claim, action, proceeding or demand in respect of any such loss, damage or liability, or in complying with any undertakings, orders, judgments or awards in relation thereto.

#### 18. Force Majeure

18.1 **Notice of Force Majeure:** Any delay or failure of either party to perform its obligations hereunder shall be excused if and to the extent that it is caused by any of the following events or circumstances which is beyond the reasonable control of the party and without its fault or negligence, namely:

- (a) war, hostilities, rebellion, civil war, terrorism;
- (b) earthquakes, flood, lack of water arising from weather or environmental problems, fire or other environmental catastrophe;
- (c) riot, civil commotion or disorders;
- (d) explosion or other accident; or
- (e) acts of God and acts of any governmental, local or other competent authority,

providing that written notice of such a delay (including the anticipated duration of such delay) shall be given by the affected party to the other within 3 Working Days.

18.2 **Buyer's Rights during Force Majeure:** During the period of such delay or failure to perform by the Supplier the Buyer at its option may:

- (a) purchase Goods from other sources without liability to the Supplier; or
- (b) require the Supplier to provide the Goods from other sources in such quantities and at times requested by the Buyer and at the Price or contract rate stipulated in the Contract Documentation.

18.3 **Cancellation by Buyer:** If requested by the Buyer, the Supplier shall within 3 Working Days of any such request provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or lasts more than an aggregate of 30 days during a 3 month period, or the Supplier does not provide adequate assurance that the delay will cease within 30 days, the Buyer may immediately cancel the Order or that part of the Order which has not been performed without liability.

#### 19. General

19.1 **Entire Agreement:** The Contract constitutes the entire agreement between the parties and cancels and supersedes any and all previous agreements (whether oral or written, express or implied) between the parties relating to the subject matter of the Contract. Except for the express written terms of the Contract, the parties acknowledge and agree that in entering into the Contract they have not relied on or been induced by any warranty, statement or representation of the other or any other person relating to the Contract. Nothing in the Contract shall affect any liability of a party for fraudulent misrepresentation.

19.2 **Rights of Third Parties:** No term of the Contract is intended for the benefit of any third party, and none of these Conditions shall be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19.3 **Severability:** Each of these Conditions is to be construed as independent of every other Condition so that the invalidity, illegality or unenforceability of any Condition shall not affect the other Conditions, all of which will remain in full force and effect.

19.4 **Variations:** No variation of the Contract is effective unless it is made in writing and refers specifically to the Contract and is expressly agreed in writing by duly Authorised Representatives of the Supplier and the Buyer.

19.5 **Waiver:** No omission or delay on the part of the Buyer or the Supplier in exercising any right, power or privilege under the Contract shall operate as a waiver by it or of any right to exercise it in future or of any other of its rights under the Contract.

19.6 **Assignment/Sub-Contracting:** The Supplier shall not assign or sub-contract all or any portion of the Contract without the prior written consent of the Buyer. In the event that the Buyer provides such consent to the Supplier, the Supplier shall be responsible at all times for work done and any Goods or other materials supplied by any such assignees or sub-contractors.

19.7 **Notices:** Any notice required to be sent under the Contract will be properly served if sent in writing:

- (a) by hand in which case such notice shall be deemed to be served at the time of delivery where it is delivered on a Working Day, and at 9am on the first Working Day following the day of delivery if it was not delivered on a Working Day;
- (b) by first class or recorded delivery post to the address of the party in question given on the Order (or such other address as the parties may notify to each other from time to time) in which case such notice will be deemed to have been served two Working Days after the date of posting; or
- (c) by telex or fax to the party in question, in which case such notice will be deemed to have been served on the next Working Day after receipt of an uninterrupted transmission confirmation.

#### 20. Law and Jurisdiction

English law shall govern the construction and operation of the Contract and the Supplier and the Buyer each agree to submit to the exclusive jurisdiction of the English courts.