



30th September 2020

## ADAMA AGRICULTURAL SOLUTIONS UK LTD TERMS AND CONDITIONS OF SALE

The Buyer's attention is in particular drawn to the limitation of liability provisions in condition 11.

### 1. Interpretation

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions.  
**Buyer:** the person, firm or company who purchases the Goods from the Company.  
**Company:** ADAMA Agricultural Solutions UK Limited.  
**Consignment Order:** any order for Goods to be supplied by the Company to the Buyer expressly stated on the order to be made on a "sale or return" or "consignment" basis and supplied pursuant to condition 9.  
**Contract:** any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.  
**Delivery Point:** has the meaning given to it in condition 4.  
**Dispatch Point:** the place from which the Goods are dispatched to the Delivery Point (Incoterms 2020).  
**Force Majeure Event:** has the meaning given in condition 16.  
**Goods:** any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).  
**Non-Consignment Order:** any order for Goods to be supplied by the Company to the Buyer other than a Consignment Order.  
**Relevant Requirements:** has the meaning given to it in condition 2.11.1.  
**Website:** www.adama.com or such other website as may be notified to the Buyer from time to time.  
**Working Day:** a day (not being a Saturday or Sunday) when banks generally are open in the City of London for the transaction of general banking business.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 A reference to the Company, the Buyer or the "parties" includes such party's personal representative, successors or permitted assigns.
- 1.7 A reference to including means "including without limitation", in particular means "in particular but without limitation" and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.
- 1.8 A reference to writing or written shall not include faxes and emails.
- 1.9 Condition headings do not affect the interpretation of these conditions.
- ### 2. Application of terms
- 2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document, or which may otherwise be implied by trade, custom practice or course of dealing).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 2.5 No Non-Consignment Order [or Consignment Order] placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

- 2.7 Any quotation given by the Company on the basis that no Contract shall come into existence until the Company dispatches a written acknowledgement of order to the Buyer. Any quotation given by the Company is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 2.8 The Buyer agrees to comply with the safety precautions, directions for use and other guidelines and instructions set out on the label placed on the Goods and any guidelines and instructions set out on the Website in relation to those particular Goods including the information set out at the 'Product Label' section of the Website.
- 2.9 Where the Buyer sells the Goods to another person ('Third Party') the Buyer shall draw the Third Party's attention to the instructions and guidelines set out on the Website and to the label placed on the Goods.
- 2.10 Where the Buyer sells the Goods to a Third Party the Buyer shall in no way alter the appearance of the Goods without express written permission from the Company, such permission not to be withheld where it would be unlawful to do so.
- 2.11 In addition, the Buyer shall:
- 2.11.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 (all or the aforesaid being "Relevant Requirements");
- 2.11.2 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
- 2.11.3 on request by the Company certify to the Company in writing signed by an officer of the Buyer, compliance with this condition 2.11 by the Buyer and all persons associated with it. The Buyer shall provide such supporting evidence of compliance as the Company may reasonably request.
- ### 3. Description
- The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
- ### 4. Delivery
- 4.1 The Goods shall be delivered to the Buyer's place of business or to such other place of delivery as is agreed by the Company in writing prior to delivery of the Goods ("Delivery Point"). Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Point. The Buyer shall off-load the Goods at its own risk or shall procure that a Third Party does so.
- 4.2 The Buyer will (or will procure that a Third Party will) at its own cost:
- 4.2.1 supply all machinery equipment and labour;
- 4.2.2 lay on all services;
- 4.2.3 make all other preparations; as shall be necessary for the off-loading of the Goods at the Delivery Point.
- 4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be within a reasonable time. The Goods may be delivered by the Company in advance of the quoted delivery date by giving reasonable notice to the Buyer.
- 4.4 The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Company with appropriate documents, licences, authorisations or delivery instructions (or any other instructions that are relevant to the supply of the Goods).
- 4.5 Subject to the other provisions of these conditions the Company shall not be liable for any indirect or consequential loss or any pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss, including any costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.6 In the instance of Goods supplied pursuant to any Non-Consignment Order, if for any reason the Buyer or a Third Party fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 4.6.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- 4.6.2 the Goods shall be deemed to have been delivered; and

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- 4.6.3 the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including transportation, storage and insurance).
- 4.7 The Buyer shall provide (or procure that a Third Party shall provide) at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for un-loading the Goods. The Buyer is responsible for storage of the Goods.
- 4.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 5. Non-delivery**
- 5.1 The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Dispatch Point shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods. The Company shall not be liable for any non-delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Company with appropriate documents, licences, authorisations or delivery instructions (or any other instructions that (or any other instructions that are relevant to the supply of the Goods)).
- 6. Risk/title**
- 6.1 In the instance of Goods delivered pursuant to any Non-Consignment Order, the Goods are at the risk of the Buyer from the time that the Goods are made available for unloading at the Delivery Point.
- 6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 6.2.1 the Goods; and
- 6.2.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- 6.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 6.3.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 6.4 Subject to condition 6.5, the Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- 6.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value;
- 6.4.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and
- 6.4.3 title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.
- 6.5 The Buyer's right to possession of the Goods and its right of resale pursuant to condition 6.4 shall terminate immediately if:
- 6.5.1 any of the events listed in condition 14.1 apply;
- 6.5.2 the Buyer fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Buyer; or
- 6.5.3 the Buyer encumbers or in any way charges any of the Goods.
- 6.6 Subject to condition 9 (which applies where goods are supplied to the Buyer on a sale or return basis), the Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.
- 6.10 For the avoidance of doubt, the provisions of this condition 6 shall not apply to any Consignment Order to which condition 9 shall instead apply.
- 7. Price**
- 7.1 The Price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the invoiced price. All prices exclusive of VAT quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time the prices originally quoted may be altered by the Company without giving notice to the Buyer.
- 7.2 The Company reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company (such as any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.
- 8. Payment**
- 8.1 Subject to condition 8.4 and condition 9, payment of the price for the Goods is due in pounds sterling on the last Working Day of the month falling two months after the month in which the Goods are declared as sold to the Buyer (in the case of Non Consignment Order) or to a Third Party (in the case of a Consignment Order), unless agreed otherwise by both parties in writing. Payment shall be made to the bank account nominated in writing by the Company.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision to the contrary.
- 8.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 8.6 If the Buyer fails to pay to the Company on the due date any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the maximum rate permitted by applicable law, accruing on a daily basis until payment is made in full, whether before or after any judgment. Such interest shall be compounded quarterly.
- 9. Consignment Order/Sale or Return**
- 9.1 Goods shall only be sold by the Company to the Buyer on a consignment or sale or return basis if expressly stated to be a Consignment Order and agreed as such by the Company.
- 9.2 The title to and property of the Goods shall remain with the Company until such time as the Goods are purchased by a Third Party or the point at which condition 9.3 and/or 9.4 applies. The Buyer acknowledges that it takes possession of the Goods sold pursuant to a Consignment Order only on a consignment basis and it does not acquire any property right or security interest in such Goods.
- 9.3 Where the Buyer is supplied with the Goods on a consignment or sale or return basis the Buyer shall be deemed to have purchased the Goods if they are not returned to the Company within 365 days of delivery to the Buyer.
- 9.4 The Buyer shall be entitled to withhold payment in respect of Goods which have been delivered on a sale or return basis provided it has not sold those products to a Third Party (in which case payment shall be made in accordance with condition 9.6 below) and provided it will within 365 days of delivery either return the Goods or make payment in respect of those Goods.
- 9.5 Where Goods are delivered to the Buyer on a sale or return basis, the Buyer shall store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property and to ensure that the Goods are stored safely and in such a way that they are sufficiently protected against quality-reducing external influences such as moisture, solar radiation and extreme temperatures and remain in a saleable condition at all times. The Buyer shall immediately inform the Company in writing of any and all incidents concerning the Goods including the loss of or damage to the Goods or any part of them.
- 9.6 In the event that the Goods are returned to the Company the Buyer shall be responsible for the cost of returning the Goods and shall return the Goods in good order and condition.
- 9.7 The Company shall be entitled to count all stocks of Goods issued to the Buyer on a sale or return basis. The Buyer will procure prompt and

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- adequate access for staff of the Company and/or its agents to all premises (whether belonging to the Buyer or any Third Party for the purposes of such stock count on reasonable notice from the Buyer). Stock counts may be conducted at some or all of the locations at which Goods are held.
- 9.8 The Buyer agrees to use its best endeavours to sell the Goods on behalf of the Company on such terms, and at such prices as shall from time to time be designated by the Company.
- 9.9 The Buyer shall notify the Company of the amount of sales of Goods held on a sale or return basis (i) on a monthly basis by 12:00 p.m. on the first Working Day following the end of each calendar month; and (ii) up to twice per month in addition to requirement (i) above, being on the Friday at the end of weeks 2 and 3 of each calendar month, with these reports being due to the Company by 12:00p.m. on the next Working Day after the preceding Friday. The Company may invoice the Buyer for all such sales of which it is aware at any time after the period of one Working Day following the end of the relevant month in which such sales occurred, and such invoices shall be payable by the end of the month following the month in which they are submitted to the Buyer.
- 9.10 The Buyer is, and shall remain, an independent contractor selling the Goods to Third Party buyers. The Company does not appoint the Buyer as its agent or authorize the Buyer to hold itself out as its agent, and does not convey to the Buyer any property interest in the Company's corporate name, trademarks, or Goods.
- 9.11 The Buyer shall ensure that adequate insurance is taken out in its name and at its own cost against theft, damage, and loss in respect of the Goods while they are in the possession of the Buyer.
- 10. Quality**
- 10.1 The Company warrants that (subject to the other provisions of these conditions) upon delivery the Goods shall:
- 10.1.1 conform in all material respects with their description;
- 10.1.2 be free from material defects in design, material and workmanship;
- 10.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 10.1.4 be reasonably fit for the purpose set out on the product label relating to those particular Goods as set out on the Product Labels section of the Website.
- 10.2 The Company shall not be liable for a breach of any of the warranties in condition 10.1 unless:
- 10.2.1 the Buyer gives written notice to the Company, within 7 days of the time when the Buyer discovers, or ought to have discovered that some or all of the Goods do not comply with any warranty set out in condition; and
- 10.2.2 the Company is given a reasonable opportunity after receiving the notice served pursuant to condition 10.2.1 of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business or such other place as the Company may direct at the Company's cost for the examination to take place there.
- 10.3 The Company shall not be liable for a breach of any of the warranties in condition 10.1 if:
- 10.3.1 the Buyer or any subsequent purchaser of the Goods makes any further use of the affected Goods after giving notice pursuant to condition 10.2.1;
- 10.3.2 the non-compliance with condition 10.1 arises because the Buyer or any subsequent purchaser of the Goods failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods which shall include instructions set out on the Website and any labels placed on the Goods;
- 10.3.3 the Buyer alters the Goods without the written consent of the Company;
- 10.3.4 the defect or non-conformity arises as a result of wilful damage, negligence or abnormal storage or working conditions of the Buyer or any subsequent purchaser;
- 10.3.5 the Goods differ from their description as a result of changes made to ensure that they comply with applicable statutory or regulatory requirements; or
- 10.3.6 the Buyer or any subsequent purchaser of the Goods fails to follow the guidelines set out in legislation or regulation in relation to the sale, supply, storage and use of pesticides, which includes the Food and Environment Protection Act 1985, the Control of Pesticides Regulations 1986 and the Plant Protection Products Regulations 2011.
- 10.4 Subject to condition 10.2 and condition 10.3, if any of the Goods do not conform with any of the warranties in condition 10.1 the Company shall at its option replace such Goods or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which are defective to the Company or as the Company may direct.
- 10.5 If the Company complies with condition 10.4 before the Goods
- 10.6 have been used, it shall have no further liability for a breach of any of the warranties in condition 10.1 in respect of such Goods. These conditions shall apply to any replacement Goods supplied by the Company.
- 11. Limitation of liability**
- 11.1 Subject to condition 4, condition 5 and condition 10, the following provisions set out the entire financial liability of the Company (including without limitation liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 11.1.1 any breach of these conditions;
- 11.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- 11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these conditions excludes or limits the liability of the Company:
- 11.3.1 for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors (as applicable);
- 11.3.2 for defective products under the Consumer Protection Act 1987;
- 11.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- 11.3.4 for fraud or fraudulent misrepresentation.
- 11.4 Subject to condition 11.2 and condition 11.3:
- 11.4.1 save for any claim based on the direct effect on the value of crops caused by a breach of any of the warranties in condition 10.1, the Company shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for indirect or consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract; and
- 11.4.2 the Company's total liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £5,000,000 (five million pounds).
- 12. Intellectual Property**
- 12.1 All patent, registered trademark, unregistered trademark, copyright and other intellectual property rights in or in connection with the Goods which the Company may have shall remain the property of the Company.
- 12.2 The Company gives no warranty as to the patent, registered trademark, unregistered trademark and other intellectual property rights in or in connection with the Goods.
- 13. Indemnity**
- 13.1 If a claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, trademark or other intellectual property rights of any other person, then unless the claim arises from the use of a drawing, design or specification supplied by the Buyer, the Company shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:
- 13.1.1 the Company is given full control of any proceedings or negotiations in connection with the claim;
- 13.1.2 the Buyer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations;
- 13.1.3 the Buyer shall not pay or accept the claim, or compromise any such proceedings without the consent of the Company, which shall not be unreasonably withheld;
- 13.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover, which the Buyer shall use its best endeavours to do; the Company shall be entitled to the benefit of, and the Buyer shall accordingly account to the Company for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (whose consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
- 13.1.5 without limiting any duty of the Buyer at common law, the Company may require the Buyer to take such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses

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- for which the Company is liable to indemnify the Buyer under this clause.
- 14. Insolvency of Buyer**
- 14.1 This condition 14.1 applies if:
- 14.1.1 the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 14.1.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- 14.1.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- 14.1.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- 14.1.5 (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- 14.1.6 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- 14.1.7 (being an individual) the Buyer is the subject of a bankruptcy petition or order;
- 14.1.8 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 14.1.9 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 14.1.1 to condition 14.1.6 (inclusive);
- 14.1.10 the Buyer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business; or 14.1.11 the Buyer's financial position deteriorates to a material extent;
- 14.1.12 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
- 14.1.13 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 14.2 If condition 14.1 applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and may require the immediate return to it, or arrange for the collection by it, of any Goods delivered pursuant to a Consignment Order.
- 14.3 Further, and without limiting any other right or remedy available to the Company, the Company may suspend any further deliveries under the Contract without any liability to the Buyer if the Buyer:
- 14.3.1 fails to observe or perform any of his/its obligations under the Contract (including any failure to pay any amount due under the Contract on the due date for payment);
- 14.3.2 fails to observe or perform any of his/its obligations under any other contract between the Company and the Buyer; or
- 14.3.3 encumbers or in any way charges any of the Goods.
- 14.4 Termination of the Contract, however arising, shall not affect either party's rights, remedies, obligations and liabilities which have accrued as of termination.
- 14.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 15. Assignment**
- 15.1 The Company may assign, transfer, declare a trust of the benefit of, or in any other way alienate, or create rights over, any of its rights or benefits under, the Contract or any part of it to any person, firm or company.
- 15.2 The Buyer shall not be entitled to assign, transfer, declare, a trust of the benefit of, or in any other way alienate, or create rights over, any of its rights or benefits under, the Contract or any part of it without the prior written consent of the Company.
- 16. Force majeure**
- The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials ("Force Majeure Event") or a Brexit Event. Provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract. Force majeure events shall not excuse payment obligations.
- 17. General**
- 17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or otherwise.
- 17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 17.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 17.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.6 The Contract, and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws, of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 18. Communications**
- 18.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post:
- 18.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
- 18.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
- 18.2 Communications shall be deemed to have been received:
- 18.2.1 if sent by pre-paid first class post, two Working Days after posting (exclusive of the day of posting); or
- 18.3 if delivered by hand, on the day of delivery.
- 18.4 Communications addressed to the Company shall be marked for the attention of the Managing Director.
- 19. Data Protection**
- Any personal data including in or relating to the Contract shall be processed in accordance with the General Data Protection Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data within the European Union. The data shall be processed solely for the purpose of the performance, management and monitoring of the Contract to which the data subject is party, and processing is to be carried out on behalf of the controller. The processor shall provide appropriate technical and organizational measures ensuring the protection of the rights of the data subject. Personal data will no longer be kept than necessary for the purposes for which they are processed and will be processed in a manner that ensures their protection against unauthorised or unlawful processing, accidental loss, destruction or damage.

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