



TERMS & CONDITIONS



THE BUYER'S ATTENTION IS DRAWN TO THE PROVISIONS OF CONDITION 10.3 BELOW, AS WELL AS THE RHA CONDITIONS OF CARRIAGE AND THE TRADE RETURNS AND CLAIMS POLICY WHICH FORM PART OF THE AGREEMENT TO SUPPLY PRODUCTS.

STANDARD TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS

1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

- **"Conditions"** means the standard terms and conditions of sale as set out in this document and as amended from time to time in accordance with Condition 2.4;
- **"Contract"** means the Order and the Supplier's acceptance of the Order;
- **"Products"** means the Items agreed in the Contract to be supplied to the Buyer by the Supplier (including any part or parts of them);
- **"Soil"** means those products which are soil, topsoil and loam.
- **"Turf"** means those products which are turf;
- **"Enviromat"** means those products which are Enviromat seedow matting;
- **"Meadowmat"** means those products which are Meadowmat wildflower turf;
- **"Perishable Products"** means those Products which are Turf, Meadowmat or Enviromat;
- **"Indebtedness"** any obligation to pay or repay money (whether present or future, actual or contingent, joint or sole);
- **"Intellectual Property Rights"** means any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for or renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- **"Losses"** means losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);
- **"Order"** means the Buyer's order for the Products, as set out in the Buyer's purchase order form;
- **"Price"** has the meaning given to it in Condition 8.1;

- **"Buyer"** means the person(s), firm or company from whom the Order is received by the Supplier;
- **"Specification"** means any specification for the Products that is supplied by the Supplier to the Buyer or agreed in writing by the Supplier;
- **"Supplier"** means Harrowden Turf Limited (company number 09297147) whose registered office is at Colpmans Farm, Islip, Kettering, Northants NN14 3LT;
- **"Supplier Materials"** means any documents or other materials, and any data or other information provided by the Supplier relating to the Products; and
- **"Working Day"** means a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business. For the purpose of any time limit in these conditions if the last day falls on a day other than a Working Day the time limit shall be extended until 9.00am on the first Working Day following.
- 1.2 In these Conditions (except where the context otherwise requires):
 - 1.2.1 words in the singular include the plural and vice versa;
 - 1.2.2 reference to "a person" includes a natural person, company or unincorporated body (whether or not having separate legal personality);
 - 1.2.3 a reference to "company" includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.4 references to legislation are to that legislation as amended, extended or re-enacted from time to time;
 - 1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
 - 1.2.6 any words following the terms "including", "include", "in particular" or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and
 - 1.2.7 unless otherwise agreed, a reference to "writing" or "written" includes faxes but not email.
- 1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.
- 1.4 The Contract shall be binding upon, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party's personal representatives, successors and permitted assignees.

2. APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions, together with the Supplier's Trade Returns and Claims Policy and, in the case of Orders where the Buyer requests delivery, the RHA Conditions of Carriage, are the only conditions upon which the Supplier is prepared to deal with the Buyer and they shall govern the Contract to the entire exclusion of all other terms and conditions.
 - 2.2 No terms or conditions (other than these Conditions, the Trade Returns and Claims Policy, and the RHA Conditions of Carriage) endorsed upon, delivered with or contained in the Order, confirmation of order or other document (whether or not any such document is referred to in the Contract) or any other terms that the Buyer seeks to impose or incorporate will form part of the Contract.
 - 2.3 All conditions (other than these Conditions, the Trade Returns and Claims Policy, and the RHA Conditions of Carriage), warranties and other statements whatsoever that would otherwise be implied or imposed by statute, common law, trade custom or practice, a course of dealing or otherwise howsoever are (save for the conditions implied by section 12 of the Sale of Products Act 1979) excluded from the Contract to the fullest extent permitted by law.
 - 2.4 These Conditions apply to all the Supplier's sales of Products and any variation to these Conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Supplier.
 - 2.5 Each Order shall be deemed to be an offer by the Buyer to purchase Products subject to these Conditions.
 - 2.6 No Order shall be deemed to be accepted by the Supplier until the Supplier gives written notice of acceptance of the Order (or (if earlier) the Supplier delivers the Products to the Buyer.
 - 2.7 The Buyer must ensure that the terms of its Order and any applicable Specification are complete and accurate.
 - 2.8 Any quotation by the Supplier shall not constitute an offer and is given on the basis that no Contract will come into existence until the Buyer places an Order and the Supplier accepts that Order in accordance with Condition 2.6.
 - 2.9 The Supplier shall not be obliged to accept any Order.
 - 2.10 The Contract constitutes the entire agreement and understanding between the parties.
 - 2.11 The Buyer acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding made or given by or on behalf of the Supplier (whether innocently or negligently) which is not expressly set out in the Contract. The Buyer shall not have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Contract.
3. DESCRIPTION
- 3.1 The description of the Products shall be as set out in the Supplier's quotation, as modified by any Specification.
 - 3.2 The Supplier may amend any Specification if required by any applicable statute or regulation, following which the applicable Specification shall be that as so amended.
 - 3.3 All samples, drawings, descriptive matter, specifications and advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced solely to describe the Products approximately and do not form part of the Contract.

4. QUALITY

- 4.1 The Supplier warrants that (subject to the other provisions of these Conditions) upon delivery, the Perishable Products will:
 - 4.1.1 be of a quality consistent with the Perishable Products having been grown in an open field environment.
 - 4.1.2 in respect of Turf: a) have the benefit of the Supplier's disease and weed treatment and plant nutrition and maintenance programmes;
 - b) have the benefit of the application of insecticides, as regulations permit from time to time and consistent with Supplier's wildlife protection and conservation policy, which precludes the indiscriminate use of pesticides; and
 - c) subject to clause 4.2 comprise Product quality grass seed cultivars, blended and sown in specific percentages as indicated by the Supplier.
 - 4.2 The percentages of seed cultivars sown may not correspond to the percentages of grass or plant species in the Perishable Products in the mature state when supplied. The Perishable Products when supplied may in addition contain a small percentage of unsown grass, wildflowers or other weed species due to Products being grown in an open field environment.
 - 4.3 Other characteristics of the Products are given in good faith but are for guidance only and shall not constitute representations, terms, conditions or warranties under the Contract.
 - 4.4 The Supplier shall not be liable for a breach of warranty under Condition 4.1 unless the Buyer adheres to the Trade Returns and Claims Policy.
 - 4.5 The Supplier shall not be responsible for laying or maintaining the Products.
 - 4.6 The Buyer shall make sufficient labour available to lay any perishable Products (including, but not limited to, the Perishable Products) on the day of delivery or collection of the Products. If the Buyer fails to comply with this clause 4.6, subject to clause 10.2, the Supplier shall have no liability to the Buyer.
 - 4.7 The terms implied by sections 13 to 15 of the Sale of Products Act 1979 are excluded from the Contract to the fullest extent permitted by law.
 - 4.8 Whilst the Supplier takes care to control the presence of pests, most notably, Chafer species, Cranely Larvae (Leatherjackets), Bionid Fly Larvae, Earthworms and Nematodes, the Supplier cannot guarantee that Soil and Perishable Products are free from these pests in any form on delivery.
 - 4.9 Whilst the Supplier takes care to control the presence of soil borne or other plant diseases, the Supplier cannot guarantee that any Soil or Perishable Products are free of disease pathogens on delivery.
5. DELIVERY
- 5.1 The Supplier is a member of the Road Haulage Association, and makes deliveries subject to RHA Conditions of Carriage.
 - 5.2 Unless otherwise agreed in writing by the Supplier, delivery of the Products shall take place at the Buyer's premises or such other location as may be advised by the Supplier prior to delivery, from which the Buyer will collect the Products within two (2) days after the Supplier gives the Buyer notice that the Products are ready for collection.
 - 5.3 The Buyer will provide at its expense requisite instructions, documents, licences and authorisations required for or relevant to the delivery of the Products to enable delivery to take place.
 - 5.4 Delivery of the Products shall be complete when the Products have arrived at the location for delivery determined under Condition 5.2.
 - 5.5 At any dates and times specified by the Supplier for delivery of the Products are intended to be an estimate made by the Supplier in good faith and time for delivery is not of the essence. If no dates are so specified, delivery will be within a reasonable time.
 - 5.6 The Supplier shall not be liable for any delay in delivery of the Products caused by the Buyer failing to comply with Condition 5.3 or any other Condition.
 - 5.7 Unless otherwise agreed, the Supplier reserves the right to deliver to the Buyer by the most cost effective method.

- 5.8 If for any reason the Buyer fails to take delivery of any of the Products within the period of seven (7) days after the Supplier has given the Buyer notice that they are ready for delivery (or if the Supplier is unable to deliver the Products within that period because the Buyer has not complied with Condition 5.3 or any other Condition);
 - 5.8.1 completion of delivery of the Products will be deemed to have taken place at 9.00am on the next Working Day following the expiry of that period;
 - 5.8.2 the Products shall be at the risk of the Buyer from the time specified in Condition 5.8.1;
 - 5.8.3 without prejudice to any other rights or remedies it may have, including its rights under Condition 5.8.4, the Supplier may store the Products until actual delivery and the Buyer will be liable for all related costs and expenses (including for storage and insurance); and
 - 5.8.4 without prejudice to any other rights or remedies it may have, if the Buyer has not taken delivery of those Products within seven (7) days from the time specified in Condition 5.8.1, the Supplier may resell or otherwise dispose of part or all of those Products.
 - 5.9 Supplier shall procure that its employees who deliver the Products comply with all reasonable safety, security and other regulations which are in force and are notified to the Buyer. The Buyer shall indemnify the Supplier against any loss which the Supplier may suffer or incur as a result of any injury to its employees or damage to or loss of its property whilst at the place of delivery resulting from anything other than the negligence or misfeasance of the Supplier or its employees, including where damage or loss is caused whilst following specific delivery instruction or other requirements of the Buyer.
 - 5.10 The Supplier may require the Buyer to return (at the Buyer's expense) any packaging materials and, if so, the Supplier shall state such requirement on a delivery note accompanying the delivery of the Products and the Buyer shall make such packaging materials available for collection at such times as the Supplier shall reasonably require.
 - 5.11 The Company may deliver the Products by instalments and each instalment shall be treated as a separate Contract so that failure to deliver, or any defect in, one or more instalment shall not entitle the Buyer to reject the other instalments.
 - 5.12 The Buyer shall not resell the Products in any packaging other than the packaging in which the Products were delivered to the Buyer and shall not alter or damage that packaging in any way whatsoever and the Buyer shall indemnify and keep indemnified the Supplier in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Supplier or for which the Supplier may become liable arising out of or in connection with any claim made against the Supplier as a result of the Buyer failing to comply with this Condition 5.12.
 - 5.13 If, 30 minutes after the arrival of the Products at the delivery location, unloading of the Products from the delivery vehicle is not complete because the Buyer failed to comply with Condition 5.3 or any other Condition a demurrage charge may begin to apply.
6. NON-DELIVERY
- 6.1 The quantity of any consignment of Products as recorded by the Supplier upon despatch from the Supplier shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
 - 6.2 The Supplier shall not be liable for any non-delivery or shortage in delivery of the Products where:
 - 6.2.1 the non-delivery is caused by the Buyer failing to comply with Condition 5.3 or any other Condition; or
 - 6.2.2 the Buyer has failed to notify the Supplier by telephone of non-delivery or shortage in delivery within 36 hours of the delivery or collection of the relevant Products (such notification to be subsequently confirmed in writing).
 - 6.3 Any liability of the Supplier for non-delivery of the Products shall be limited to replacing within a reasonable time, or issuing a credit note against any invoice raised for, any such Products that were not delivered.
 - 6.4 If non-delivery of the Products is caused by the Buyer failing to comply with Condition 5.3 or any other Condition, the Buyer shall be liable for delivery or return charge may apply.
7. RISK AND OWNERSHIP
- 7.1 The Products shall be at the risk of the Buyer from completion of delivery.
 - 7.2 Ownership of the Products shall not pass to the Buyer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 7.2.1 the Products; and
 - 7.2.2 all other sums which are, or which become, due to the Supplier from the Buyer on any account.
 - 7.3 From completion of delivery until ownership of the Products has passed to the Buyer, the Buyer must:
 - 7.3.1 hold the Products as the Supplier's bailee on a fiduciary basis;
 - 7.3.2 store the Products (at no cost to the Supplier) separately from all other Products of or in the possession of the Buyer in such a way that they remain readily identifiable as the property of the Supplier;
 - 7.3.3 not destroy, deface, remove or obscure any identifying mark or packaging on or relating to the Products;
 - 7.3.4 maintain the Products in satisfactory condition;
 - 7.3.5 keep the Products insured on the Supplier's behalf for the full Price against all risks to the reasonable satisfaction of the Supplier and on request produce to the Supplier the policy of insurance;
 - 7.3.6 hold the proceeds of the insurance referred to in Condition 7.3.5 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
 - 7.3.7 inform the Supplier immediately if there occurs, or if the Supplier knows there is about to occur, any of the events referred to in Condition 12.2; and
 - 7.3.8 give the Supplier such information relating to the Products as the Supplier may from time to time require.
 - 7.4 The Buyer may resell the Products before ownership has passed to it solely on the following conditions:
 - 7.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - 7.4.2 any such sale shall be a sale of the Supplier's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
 - 7.5 If, before ownership of the Products has passed to the Buyer in accordance with Condition 7.2:
 - 7.5.1 there occurs any of the events referred to in Condition 12.2; or
 - 7.5.2 the Supplier reasonably believes that any of the events referred to in Condition 12.2 is about to occur; or
 - 7.5.3 the Buyer fails to observe or perform any of its obligations under the Contract or any other contract between the Buyer and the Supplier; or
 - 7.6 the Buyer exercises any of any way charges any of the Products, the Supplier may, subject to Condition 7.6 and without limiting any other rights or remedies it may have, give notice to the Buyer requiring it promptly to deliver up the Products, failing which the Supplier may enter any premises of the Buyer or of any third party where the Products are held for the purpose of recovering the Products.
 - 7.6 The Supplier shall not be entitled to give notice under Condition 7.5 in respect of such of the Products as have been resold in accordance with Condition 7.4 or irrevocably incorporated into another product.
 - 7.7 The Supplier shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Supplier.
 - 7.8 The Buyer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Buyer is not in possession has terminated, to recover them.

8. PRICE

- 8.1 Unless otherwise agreed by the Supplier in writing, and subject to Condition 8.2, the price for the Products ("Price") shall be the price set out in the Order, or, if no price is set out in the Order, the price set out in the Supplier's published price list applicable on the date of completion (or deemed completion) of delivery.
 - 8.2 All prices quoted by the Supplier shall be valid for thirty (30) days only from the date of the quote, during which period the Buyer may place an Order based on that quotation, provided that the Supplier has not previously withdrawn it.
 - 8.3 The Supplier may, by notice to the Buyer given no later than two (2) Working Days before completion of delivery, increase the Price to reflect any increase in the cost of the Products due to:
 - 8.3.1 any request by the Buyer to change the delivery date, quantity, Specification or type of Products ordered; or
 - 8.3.2 any delay arising from the inaccuracy or inadequacy of, or failure to provide, requisite instructions or information reasonably required from the Buyer by the Supplier to perform its obligations under the Contract.
 - 8.4 The Price shall be exclusive of all costs or charges in relation to loading, unloading, packaging, carriage and insurance, all of which amounts the Buyer will pay in addition when it is due to pay for the Products.
 - 8.5 The Price is stated exclusive of value added tax ("VAT"), which shall be added at the prevailing rate as applicable and paid by the Buyer following delivery of a valid VAT invoice.
9. PAYMENT
- 9.1 The Supplier may invoice the Buyer for the Products on or at any time following completion (or deemed completion) of delivery.
 - 9.2 Unless otherwise agreed in writing, the Buyer shall pay the invoice in full within thirty (30) days of the date of invoice.
 - 9.3 The time for payment shall be of the essence.
 - 9.4 Payments shall be applied to the relevant Products listed in such invoices in the order determined by the Supplier.
 - 9.5 No payment shall be deemed to have been received until the Supplier has received cash or cleared funds.
 - 9.6 All amounts payable to the Supplier under the Contract shall become due immediately upon termination of the Contract despite any other provision.
 - 9.7 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 required by law.
 - 9.8 Without prejudice to any other right or remedy, the Supplier reserves the right to set off any amount owing at any time from the Buyer to the Supplier against any amount payable by the Supplier to the Buyer.
 - 9.9 The Supplier shall be entitled to claim interest on the late payment of any amount properly due to the Supplier under the Contract accruing on a daily basis from the due date for payment until payment is made in full, both before and after any judgment, at a rate equal to the rate of statutory interest prescribed for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time.
 - 9.10 To the extent that it does not exercise its right to claim interest under Condition 9.9, the Supplier reserves the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
10. LIMITATION OF LIABILITY
- 10.1 Subject to Condition 4 and the Trade Returns and Claims Policy, the following provisions of this Condition 10 set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.
 - 10.2 Nothing in these Conditions shall limit or exclude the liability or remedy of either party:
 - 10.2.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 10.2.2 for fraud or fraudulent misrepresentation;
 - 10.2.3 for breach of any obligation as to title implied by section 12 of the Sale of Products Act 1979;

- 10.2.4 arising in respect of a defective product by virtue of the Consumer Protection Act 1987; or
 - 10.2.5 for any act, omission or matter, liability for which may not be legally excluded or limited.
- (The Buyer's attention is drawn to the provisions of Condition 10.3 below)

- 10.3 Subject to Condition 10.2, the Supplier's total liability to the Buyer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever shall in no circumstances exceed 100% of the Price;
- 10.3.2 no action (regardless of form) arising out of the Contract may be brought by the Buyer more than two years after the cause of action has occurred;
- 10.3.3 any advice or recommendation given by the Supplier or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Products which is not confirmed in writing by a duly authorised manager of the Supplier is followed or acted upon entirely at the Buyer's own risk and accordingly the Supplier shall not be liable for any such advice or recommendation, which is not so confirmed.
- 10.3.4 any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of order, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier; and
- 10.3.5 the Supplier shall not have any liability to the Buyer, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for any loss of profit, loss of business, depletion of Product will or any indirect or consequential loss whatsoever arising out of or in connection with the Contract.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All rights, including any copyright or other Intellectual Property Rights, in any Supplier Materials shall, unless otherwise agreed in writing between the Buyer and the Supplier, belong to the Supplier, subject only to a licence in favour of the Buyer to use the Supplier Materials for the purposes of receiving the Products.
- 11.2 If the Products are to be manufactured to a Specification provided by the Buyer, the Buyer shall indemnify and keep indemnified the Supplier in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Supplier or for which the Supplier may become liable arising out of or in connection with any claim made against the Supplier for alleged or actual infringement of a third party's Intellectual Property Rights in connection with the Supplier's use of such Specification and this Condition 11.2 shall survive termination of the Contract.

12. TERMINATION AND SENSATION

- 12.1 If the Buyer becomes subject to any of the events listed in Condition 12.2, or the Supplier reasonably believes that any of the events referred to in Condition 12.2 are about to occur, the Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer, without limiting any other rights or remedies it may have.
 - 12.2 For the purposes of clause 12.1, the relevant events are:
 - 12.2.1 the Supplier receives a notice of a material breach which is incapable of remedy;
 - 12.2.2 the Buyer commits a material breach of these Conditions which is capable of remedy but fails to remedy that breach within 30 days of being notified of the breach;
 - 12.2.3 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;
 - 12.2.4 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;
 - 12.2.5 a petition is presented for a receiver 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;
 - 12.2.6 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;
 - 12.2.7 the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
 - 12.2.8 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
 - 12.2.9 a creditor or encumbrance 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;
 - 12.2.10 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and
 - 12.2.11 the Buyer's financial position deteriorates to such an extent that in the Supplier's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
 - 12.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Products (without liability to the Buyer) under the Contract or any other contract between the Buyer and the Supplier if the Buyer becomes subject to any of the events listed in clause 12.2.1 to clause 12.2.11, or the Supplier reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
 - 12.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
 - 12.5 The termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
 - 12.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
13. ASSIGNMENT
- 13.1 The Supplier may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
 - 13.2 The Buyer shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the Supplier.
14. FORCE MAJEURE
- 14.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea, epidemics or similar events and default of suppliers or sub-contractors caused by any such event), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.
 - 14.2 If the performance of any of the Supplier's obligations under the Contract are delayed or prevented as described in Condition 14.1 for a continuous period of one (1) month, the Supplier may terminate the Contract, without liability to the Buyer, by giving notice to the Buyer.
15. COMMUNICATIONS
- 15.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) or by fax:
 - 15.1.1 (in the case of communications to the Supplier) to its registered office or main fax number or such changed address or fax number as shall be notified to the Buyer by the Supplier; or
 - 15.1.2 (in the case of communications to the Buyer) to its registered office (if it is a company) or (in any other case) to any additional address or fax number set out in any documents which forms part of the Contract or to its main fax number or such other address or fax number as shall be notified to the Supplier by the Buyer.
 - 15.2 Communications shall be deemed to have been received:
 - 15.2.1 if delivered personally, at the time of delivery to the address;
 - 15.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting;
 - 15.2.3 if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting; and
 - 15.2.4 if sent by fax, at 9.00am on the next Working Day after transmission provided a transmission report is generated by the sending party's fax machine recording a message from the recipient party's fax machine confirming all pages were successfully transmitted.
 - 15.3 Communications addressed to the Supplier shall be marked for the attention of the Head of Legal.
 - 15.4 This Condition 15 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

- 16.1 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Buyer shall not have, nor represent that it has, any authority to make or enter into any commitments on the Supplier's behalf or otherwise bind the Supplier in any way.
- 16.2 The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting the Supplier's rights or remedies under any other provision of these Conditions (or the exercise thereof).
- 16.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability shall affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 16.4 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 16.5 A failure to exercise, or delay in exercising a right, power or remedy provided to the Supplier by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy shall not and (nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.
- 16.6 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Buyer will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default by the Buyer.
- 16.7 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 and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.

17. WEBSITE

Orders placed through any of the Supplier's websites are subject to the terms and conditions as displayed on that website.