



## GENERAL TERMS AND CONDITIONS OF SALE FOR LAND FUELS, LUBRICANTS AND OTHER PRODUCTS TO COMMERCIAL PARTIES

### THESE CONDITIONS CONTAIN EXCLUSIONS AND LIMITATIONS

#### 1. DEFINITIONS

1.1 In these Conditions, the following definitions apply:

**“Automatic Delivery Service”** means one of the three different automatic delivery services: i) “Top-Up” where the Seller tops-up the Storage in accordance with an agreed delivery cycle; ii) an estimated service where the Seller tops-up the Storage; and iii) a Tankscout telemetry device where the Seller's electronic device measures the level of Product in the Storage (the provision of the device is subject to separate terms and conditions and charges available at <https://watsonfuels.co.uk/terms>).

**“Business Days”** shall mean a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**“Conditions”** means these General Terms and Conditions of Sale which shall apply to all sales of Product by the Seller.

**“Contract”** means a contract between the Seller and the Customer for the sale and purchase of Product in accordance with these Conditions. Unless there is a separate written agreement between the Seller and the Customer for the sale and purchase of Product, a Contract shall be deemed to have been agreed each time that an Order is accepted by the Seller.

**“Credit Event”** means where:

- (a) the Customer's financial position deteriorates to such an extent that in the Seller's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (b) the Seller's trade or credit insurance provider withdraws, reduces or limits cover generally or specifically in relation to the Customer (or otherwise gives notice that it may do so);
- (c) the Customer fails to pay any amount under this Contract on the due date for payment.

**“Customer”** means a person or party purchasing the Product from the Seller.

**“Delivery”** means: (a) the point at which Product passes the Delivery Point, or (b) when Product is off-loaded from the delivery vehicle, or (c) when Product is collected by the Customer (whichever is applicable).

**“Delivery Point”** means the coupling between the Seller's road vehicle or the delivery arm coupling at the applicable loading terminal and the inlet into the Storage tank, road vehicle, container or vehicle tank provided by the Customer.

**“Force Majeure Event”** means any event beyond a party's reasonable control, including but not limited to strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, adverse weather causing delays and/or dangerous driving and/or working conditions for the Seller's (or its agent's or

contractor's) staff and vehicles, inability to obtain product at a price which is commercially viable for the Seller, equipment or transportation or failure of public or private telecommunications networks.

**“Good Industry Practice”** means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.

**“Insolvent”** means where a Defaulting Party:

- (a) stops carrying on business or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986, not including section 123(1)(a) of that Act); or
- (b) makes or proposes any arrangement with or for the benefit of their creditors (including any voluntary arrangement);
- (c) has a supervisor, receiver, administrator, administrative receiver or any other person or organisation appointed over all or any part of its assets;
- (d) has a person or organisation take possession of, or take over the legal rights to, all or any part of its assets;
- (e) has a bankruptcy order made against it or action is taken to start an administration order or to wind up or break up the company (other than for the purpose of reorganisation);
- (f) suspends, ceases or threatens to suspend or cease to carry on all or a substantial part of its business; or
- (g) has anything analogous to the above happen to it.

**“Law(s)”** includes any law, statute, directive, regulation, code of conduct, rule of court or delegated or subordinate legislation or other instrument having the force of law.

**“Order”** means any order (whether verbal or in writing) placed by the Customer for the Product.

**“Premises”** means any premises designated by the Customer for delivery of Product including (without limitation) any premises belonging to any third party.

**“Price”** means the price for the Product as described in Condition 4.

**“Product”** means any product which is sold by the Seller and purchased by the Customer.

**“Regulations”** the laws, rules, regulations, decrees, agreements, concessions and arrangements with governments, government instrumentalities or public authorities in relation to the Product including, but not limited to, those relating to the production, acquisition, gathering, manufacturing, transportation, storage, trading or delivery thereof, insofar as such Regulations affect the Seller or the Seller's supplier(s).

**“Sale Confirmation”** means any documentation which may be issued by the Seller to record the specific terms of Product supplied pursuant to an Order.

**“Seller”** means the company that sells the relevant Product or service being: WFL (UK) Limited (company number 00594001), Henty Oil Limited (company number 01453260) or World Fuel Services Europe Limited (company number 04846814) all with registered offices at The Broadgate Tower, Third Floor, 20 Primrose Street, London, EC2A 2RS or any of their trading names, brands or divisions.

**“Storage”** means any storage tank provided by the Customer at any designated premises.

**“Tax”** means all taxes or other charges, levies, fees, obligations, imposts or costs (except for the Seller's taxes based on income) that are imposed from time-to-time by any government authority or agency or regulatory body on the privilege of buying, selling, delivery or supply of the Product existing at the time of any transaction hereunder. Tax includes, but is not limited to: VAT, GST, mineral oil tax, sales tax, use tax, fuel duty, excise duty, Renewable Transport Fuel Obligation, Motor Fuel Greenhouse Gas Emissions Reporting Regulations, and any amendments or updates thereto.

1.2 A reference to a party includes its personal representatives, successors or assigns. A reference to statute or statutory provisions will include any subordinate legislation made in connection with them and any modification, amendment, extension, consolidation, re-enactment and/or replacement of

them from time to time. A reference to written or writing includes fax and email unless otherwise stated.

## **2. BASIS OF SALE**

- 3.1 The Seller shall sell and the Customer shall purchase all Product in accordance with the Contract and these Conditions (including any applicable Sale Confirmation) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any inconsistency between these Conditions and any Sale Confirmation, the Sale Confirmation shall prevail.

## **3. ORDERS AND SPECIFICATIONS**

- 3.1 Any Order shall constitute an offer by the Customer to purchase Product in accordance with these Conditions.
- 3.2 The Customer shall ensure that the terms of an Order are complete and accurate. The Customer shall notify the Seller as soon as reasonably possible if there is a manifest error in a Sale Confirmation.
- 3.3 Once accepted by the Seller, an Order may only be altered or cancelled with the written agreement of the Seller (such agreement not to be unreasonably withheld).
- 3.4 If the Seller agrees to provide the Customer with the Automatic Delivery Service, the Customer shall place an Order on that basis. When the Seller estimates that the Customer requires Product, the Seller shall schedule a delivery of Product to the Customer.
- 3.5 The Seller shall use its reasonable endeavours to ensure that Customers on the Automatic Delivery Service do not run out of Product however the Customer acknowledges that the Seller cannot guarantee that this will not happen (particularly during times of high usage or during adverse weather events). The Seller's estimates are based on either: i) the Seller's understanding as to the Storage capacity, historic Product usage and weather patterns; ii) any agreed delivery cycle; or iii) the information provided by the telemetry device (if any). The Customer shall notify the Seller if there is or there is likely to be a material change in those matters set out in i) above. The Customer shall regularly check the fuel level in Storage by alternative means and shall contact the Seller if it runs out of Product or believes that it is likely to do so.

## **4. PRICE OF THE PRODUCT**

- 4.1 In the absence of any Price stated at the time of Order or in any Sale Confirmation, the Price shall be set by the Seller.
- 4.2 The Price is inclusive of the applicable customs duty and costs and charges of transport, but exclusive of any other Tax on the Product which shall be calculated as at the date and time of each delivery of Product and be paid to the Seller by the Customer in addition to the Price.
- 4.3 A quotation for Product given by the Seller shall not constitute an offer. Quotations are valid until the end of the day on which the quotation is given.
- 4.4 The Seller may charge the Customer a failed delivery charge if it is unable to complete a delivery of ordered Product due to the Customer's act or omission (which shall include, without limitation, a breach of Condition 8). The failed delivery charge shall be a reasonable amount taking into account the cost to the Seller in attempting to deliver the Product.
- 4.5 The Seller's failure to add Tax, assessment, fee or other charge to any invoice shall not relieve the Customer from liability to pay such Tax, assessment, fee or other charge.
- 4.6 The Customer shall:
- 4.6.1 not engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- 4.6.2 have and shall maintain in place throughout the duration of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of Seller) and to ensure compliance with Condition 4.6.1;
- 4.6.3 promptly report to the Seller any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Contract;

4.6.4 upon receipt of the Seller's request, certify to the Seller in writing that it complies this Condition 4.6.

4.7 The Customer shall provide the Seller with any documentation or certification that the Seller shall request, to satisfy the Seller's requirements in connection with any Tax, assessment, fee and/or other charge. Failure to provide the Seller with such requested documentation will result in the inclusion of all appropriate Taxes, fees and/or other charges and the recovery of any such Taxes, fees and/or other charges will be the sole responsibility of the Customer. The Customer agrees to cooperate and execute any document reasonably requested by the Seller in order to comply with Conditions 4.5 to 4.7 (inclusive) or to recover any amounts that have been improperly paid.

## **5. TERMS OF PAYMENT**

5.1 The Seller may invoice the Customer after Delivery and the Customer shall pay the Price. The Customer shall not be entitled to withhold payment of any sums due by invoking any right of set-off or counterclaim.

5.2 Unless otherwise agreed in writing, the Customer shall pay the invoice by direct debit in full and in cleared funds within 21 days of Delivery. If the payment date falls on a non-Business Day then payment will be made on the Business Day immediately prior to the payment date.

5.3 If the Customer fails to make payment due to the Seller under the Contract by the due date, then the Seller reserves the right to:

5.3.1 claim interest and costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;

5.3.2 cancel or suspend the Contract (and any other Contracts the Seller has with the Customer); and/or

5.3.3 without notice suspend or cancel delivery of Product under the Contract or any other Contract the Seller has with the Customer until the outstanding amounts are paid.

## **6. DATA PROCESSING & CREDIT CHECKS**

6.1 The Seller will use the financial and personal information that the Customer provides to:

6.1.1 provide the Product and/or services outlined in the Contract;

6.1.2 process payments made in accordance with the Contract;

6.1.3 inform the Customer about similar products or services that the Seller provides. The Customer may stop receiving these communications at any time by contacting the Seller.

6.2 The Seller may from time-to-time:

6.2.1 check on the Customer's financial and/or personal information utilizing publicly available information such as the electoral role and public asset registers; and

6.2.2 supply the Customer's financial and/or personal information to credit reference agencies ("CRAs") who will provide the Seller with information about the Customer (including, but not limited to, financial history). This is done to assess creditworthiness and product and service suitability, check identity, manage the Customer's account, trace and recover debts and prevent criminal activity. The Seller will also continue to exchange information about the Customer with CRAs on an ongoing basis, including information regarding settled accounts and any debts not fully repaid on time. CRAs will share this information with other organisations. The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at <http://www.experian.co.uk/crain/index.html>

6.3 More information on how the Seller collects and uses personal information and the Customer's rights is available in the Seller's Privacy Notice at: <https://watsonfuels.co.uk/policies/#privacy--notice>. The Seller will not give personal data to any other third party except as described in this Condition 6 and/or as set out in the Seller's Privacy Notice. The Seller may transfer personal information outside the European Economic Area provided it is always covered by adequate data protection standards.

## **7. DELIVERY**

7.1 The Seller will use its reasonable endeavours to deliver or procure the delivery of the Product to the Customer. Where delivery is to be made other than to the Customer, the Customer will nevertheless remain responsible to the Seller for payment of the Price.

- 7.2 Any delivery date or time quoted is approximate only and dates and times for delivery shall not be of the essence unless explicitly agreed in writing. The Seller may deliver Product in advance of the quoted delivery date upon giving reasonable oral or written notice to the Customer. The Customer acknowledges that the sale of Product is subject to considerable seasonal fluctuations in demand, particularly in the winter months when demand increases and working and/or driving conditions can also be poor. The Customer is advised to take this into account, to order in good time and allow extra time for deliveries.
- 7.3 The Seller shall be entitled without notice to the Customer to vary the amount of the Product delivered by an operational tolerance up to ten per cent (10%). Unless otherwise agreed, any quantity received by the Customer within the operational tolerance will be priced at the prevailing market price set by the Seller.
- 7.4 If the Seller fails to deliver the Product, subject always to Condition 14 and any other applicable limitations and exclusions, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement products of a similar description and quality in the cheapest market, less the price of the Product. The Seller shall not be liable for any delay in delivery of Product that is caused by a Force Majeure Event, the Customer's failure to provide the Seller with adequate delivery instructions or the delivery facilities set out in Condition 8 or the suspension or cancellation of deliveries in accordance with Condition 5.3.3 or 16.2.
- 7.5 If no one is available at the Premises to take delivery, the Seller will deliver Product where it is possible for the Seller to access the Storage and the Customer agrees that the Seller shall be entitled to access the Premises for this purpose.

## **8. DELIVERY FACILITIES**

- 8.1 In relation to each delivery of Product the Customer shall act in accordance with Good Industry Practice and:
- 8.1.1 ensure that all necessary arrangements are put in place for the safe acceptance of each delivery, including (without limitation): ensuring that there is a competent person available to accept the delivery, providing adequate and appropriate equipment for accepting delivery, ensuring delivery and storage access is clear and available delivery vehicles;
- 8.1.2 inspect the Product (packaged goods only) to ensure that they conform to the Contract. Make an authorised representative (competent person for bulk deliveries) available where possible to sign a delivery note (or equivalent documentation provided by the Seller) to confirm the Product and quantity is as ordered;
- 8.1.3 in relation to motor spirit, the Customer shall be responsible for ensuring that it is properly licensed by the appropriate local authority to store motor spirit; ensure that the connecting hose is properly and securely connected to the filling point; and observe all the conditions of the Petroleum Spirit Storage Licence (if any) and not allow any smoking, naked lights, non-intrinsically safe equipment, fires, stoves or heating appliance, of any description in the vicinity of the storage and the fill dip and vent pipes connected to it;
- 8.1.4 inspect the Product to ensure that it conforms to the Contract and make an authorised representative available to sign a delivery note (or equivalent documentation provided by the Seller) to confirm the Product is as ordered;
- 8.1.5 notify the Seller of any concerns regarding the safety or suitability of the Storage before the Seller commences delivery (ensuring that any out of service equipment is clearly marked and isolated);
- 8.1.6 at all times act sensibly and with all due care and caution in relation to the Product, acknowledging that there are health and safety issues inherent in receiving and storing the Product and delivery thereof, which if handed incorrectly can be dangerous. Where the Customer collects the Product from the Seller then the Customer shall comply with the Seller's policies and procedures regarding access to, and conduct at, the Seller's premises; and
- 8.1.7 where the Carriage of Dangerous Goods and Use of Transportable Equipment Regulations 2009/1348 and/or any regulations amending or replacing the same apply, ensure that such regulations are complied with before and during delivery.

- 8.2 Where the Seller is delivering highly flammable Product or other similar products to the Customer, it is important (for the Customer's safety and for the safety of the Seller's staff making the deliveries) that the Customer is aware of and complies with any and all applicable laws and regulations in relation to the health and safety risks associated with such products. The Customer must raise any concerns as to the obligations referred to above with the health and safety department at the relevant local council who should provide further information. If the Seller believes that it would be unsafe to make a delivery of Product to the Customer then it may suspend the relevant delivery unless or until it is satisfied (acting reasonably) that it would be safe for it to proceed.
- 8.3 Where the Customer or its agent collects the Product, the Customer will ensure: that the road vehicles or railway carriages which make any such collection are in full and proper repair and comply in all respects with all applicable Laws; and that the drivers or other personnel operating such road vehicles or railway carriages are fully competent to carry out any task assigned to them.
- 8.4 Where the Customer or its agent collects the Product, the Customer agrees to abide by the terms and conditions of any applicable loading agreements between the Seller and the third party terminal operator and any rules and regulations effective at such terminal.
- 8.5 The Seller reserves the right without liability to refuse or stop a delivery or to make a partial delivery if in the Seller's sole opinion a safe delivery cannot be made.

## **9. MEASUREMENTS**

- 9.1 The measurements provided by the Seller (either as evidenced by meter measurement or the bill of lading, as appropriate) with regard to quantities, quality and specification shall be conclusive for all purposes, save in the case of fraud or manifest error.

## **10. RISK AND TITLE**

- 10.1 The risk in the Product (including, but not limited to, risk of contamination) shall pass to the Customer on Delivery.
- 10.2 Title to any Product shall not transfer to the Customer until the Seller has received payment in cleared funds in full in respect of such Product.
- 10.3 Until such time as title to the Product transfers to the Customer, the Customer shall:
- 10.3.1 store the Product in accordance with Good Industry Practice; and
  - 10.3.2 notify the Seller immediately if it becomes Insolvent and deliver up the Product to the Seller immediately on demand or procure access to the Premises in order for the Seller to recover the Product.
- 10.4 Without prejudice to Condition 10.3 above, the Customer may use or resell the Product in the ordinary course of its business if such use or resale is carried out on the Customer's own behalf dealing as principal.

## **11. WARRANTIES**

- 11.1 The Seller warrants to the Customer that at Delivery the Product will conform with the specifications offered by the Seller to the public in its ordinary course of business for the particular grade of Product.
- 11.2 The Seller gives no warranty that the Product is fit for any particular purpose and the Seller shall not be liable for the Product's failure to comply with the warranty set out in Condition 11.1 if:
- 11.2.1 the Customer makes further use of the Product after giving notice in accordance with Condition 12.1; or
  - 11.2.2 the defect arises as a result of the Customer's or a third party's failure to apply Good Industry Practice; or
  - 11.2.3 the defect arises as a result of the Customer's or a third party's wilful damage, negligence or abnormal storage or storage.
- 11.3 The Customer warrants to the Seller that it will only use the product in accordance with Good Industry Practice. Where re-selling the Product, the Customer warrants that it will not make reference to any trademarks or brand names of the Seller in promoting or effecting sale of the Product, without the prior written consent of the Seller.
- 11.4 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## **12. CLAIMS PROCEDURE**

- 12.1 Any claim by the Customer (whether or not delivery is refused by the Customer) which is based on: (a) any manifest error in the measurements provided by the Seller shall be notified to the Seller no later than seven (7) days after the date of delivery; or (b) a defect in condition of the Product or its failure to correspond with the specification shall be notified to the Seller within twenty eight (28) days after the date of delivery. In the event of any such claim, the Customer shall further provide the Seller with detailed documentary evidence in support within twenty-one (21) days after the date of its written notification of claim to the Seller. If delivery is not refused, and if the Customer fails to notify the Seller in accordance with these provisions, the Customer shall not be entitled to reject the Product and the Seller shall have no further liability.
- 12.2 Where any claim is made in accordance with the above provisions, the Customer shall procure access for the Seller to enter the premises at which the Product is stored during business hours to take samples and/or carry out any other investigations which the Seller considers necessary; and the Seller shall not commingle or allow the Product to be commingled with any other product or substance unless expressly agreed otherwise between the parties.
- 12.3 Subject to Condition 12.2 and 11.3, if the Seller accepts the Customer's claim, the Seller shall remove the defective Product and, at its option, replace the defective Product or refund the price of the defective Product in full.
- 12.4 Except as provided in this Condition 12, the Seller shall have no liability to the Customer in respect of the Product's failure to comply with the warranties set out in Condition 11.

## **13. FORCE MAJEURE**

- 13.1 Neither party shall be liable for any failure or delay in performing its obligations as a result of any Force Majeure Event.
- 13.2 If, due to any Force Majeure Event, the Seller is unable to supply the total quantity of Product ordered, the Seller shall have the right, in its sole discretion, to allocate its available supply in a fair and equitable manner. In no event shall a Force Majeure Event release the Customer from its obligation to pay, on a timely basis, for Product that has already been delivered.

## **14. LIMITATION OF LIABILITY AND CUSTOMER INDEMNITY**

- 14.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 14.1.1 death or personal injury;
  - 14.1.2 fraud or fraudulent misrepresentation;
  - 14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - 14.1.4 defective products under the Consumer Protection Act 1987; or
  - 14.1.5 any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 14.2 Subject to Condition 14.1:
- 14.2.1 the Seller shall under no circumstances whatsoever be liable to the Customer for any loss of profit, wasted time or overheads, loss of goodwill, loss of contracts, loss of anticipated savings, increased cost of working or any indirect or consequential loss;
  - 14.2.2 the Seller's total liability to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed:
  - 14.2.3 in respect of loss or damage to physical property, £1,000,000 in relation to any one event or connected series of events; and
  - 14.2.4 in respect of all other losses, the price paid for Product or £25,000 (whichever is the greater).
- 14.3 Notwithstanding any provision to the contrary, the Customer shall indemnify the Seller against all reasonable costs and expenses and/or losses sustained or incurred by the Seller (including any direct, indirect or consequential losses, loss of profit or reputation, damage to property, loss of opportunity, Taxes, professional and legal costs) which arise in connection with the Customer's (including the Customer's employees, subcontractors or agents) material breach of the Contract or negligence

## 15. ASSIGNMENT

- 15.1 The Customer may not assign or otherwise transfer any of its rights and obligations under the Contract to any third party without the prior written consent of the Seller, such consent not to be unreasonably withheld.
- 15.2 The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights or obligations under the Contract.

## 16. TERMINATION

- 16.1 A party (the "**Terminating Party**") may terminate any Contract or Order with immediate effect by giving written notice to the other party (the "**Defaulting Party**") if:
  - 16.1.1 the Defaulting Party becomes Insolvent (or if the Seller reasonably believes that the Customer is likely to become Insolvent);
  - 16.1.2 the Customer suspends, ceases or threatens to suspend or cease to carry on all or a substantial part of its business; and/or
  - 16.1.3 the Customer suffers a Credit Event.
- 16.2 Without limiting its other rights or remedies, the Seller may suspend provision of Product under any Contract without notice if the Customer becomes Insolvent or subject to a Credit Event, or the Seller reasonably believes that the Customer is about to become Insolvent or subject to a Credit Event.
- 16.3 Where the Seller terminates a Contract or suspends provision of Product in accordance with this Condition 16, all monies due under or in respect of the Contract shall become immediately due and payable by the Customer to the Seller.
- 16.4 Termination of a Contract or Order, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 16.5 Upon termination where the Customer is the Defaulting Party, the Seller shall invoice for and the Customer shall pay the:
  - 16.5.1 cost of, and loss incurred by the Seller in entering into a replacement transaction, the cost of storing or disposing of undelivered products, and the cost of maintaining, terminating and/or re-establishing any hedge or related trading positions (and discounted to present value or bearing interest, as appropriate), in each case, as reasonably determined by the Seller; and
  - 16.5.2 costs and expenses (including but not limited to professional costs and expenses) suffered or incurred by the Seller arising out of or in connection with the Customer's default and/or the Seller's subsequent termination of the Contract or Order.
- 16.6 Conditions which expressly or by implication survive termination of a Contract or Order shall continue in full force and effect.

## 17. NEW REGULATIONS & CHANGES TO REGULATIONS

- 17.1 The Customer acknowledges and agrees that the Seller is entering in to each Contract in reliance on the Regulations that are in effect on the date of that Contract.
- 17.2 If at any time during a Contract any Regulations are changed or any new Regulations become or are due to become effective (whether by law, decree or regulation or by response to the insistence or request of any governmental or public authority or any person purporting to act therefor, and the material effect of such changed or new Regulations): (a) is not covered by any other provision of the Agreement, and (b) has or will have a material adverse economic effect on the Seller, the Seller may at any time request in writing a renegotiation of the price(s) or other pertinent terms of the Agreement. If the parties do not agree upon new price(s) or terms satisfactory to both parties within 15 days after the date of the Seller's written request, the Seller shall have the right to terminate the Agreement immediately at the end of such 15 day period without any liability to the Customer. Any Product delivered during such 15 day period shall be sold and purchased at the price(s) and on the terms applying under the Contract without any adjustment in respect of the new or changed Regulations.

## 18. GENERAL

- 18.1 **Notices.** Any notice issued in accordance with these Conditions shall be in writing (which for the purposes of this Condition shall not include email), and sent to the other party at its registered office or principal place of business or such other address as may at the relevant time have been duly



notified to the party giving the notice. A notice shall be deemed to have been duly received at the time of delivery, if delivered personally or by courier, or 2 Business Days after posting for an address in the United Kingdom and 5 Business Days after posting for any other address.

**18.2 Confidentiality.**

18.2.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the other party or its affiliates, except as permitted by Condition 18.2.2.

18.2.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement or for the pursuit or defence of litigation. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 18.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations in connection with the Contract.

**18.3 Severability.** If any provision or part-provision of these Conditions or any Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of these Conditions or the Contract, as applicable.

**18.4 Waiver.** Any waiver of the Seller's right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

**18.5 Third party rights.** A person who is not a party to the Contract between the Seller and the Customer shall not have any rights to enforce its terms.

**18.6 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing (which for the purposes of this Condition shall not include email) and signed by both parties.

**18.7 Governing law.** The Contract, including these Conditions, any Order and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction.