

**ADVANCE SOURCING TERMS AND CONDITIONS OF SALE**

The Buyer's attention is drawn in particular to the provisions of conditions 2.5 and 13

**1 DEFINITIONS:**

1.1 In these Conditions:

**APPLICABLE LAW** means any:

- (a) statute, statutory instrument, bye-law, order, directive, treaty, decree or law;
- (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or
- (c) industry code of conduct or guideline, which relates to the Goods.

**BUSINESS DAY** means a day (other than a Saturday, Sunday or Public Holiday) when banks in London are open for business.

**BUYER** means the person, firm, business or company who accepts a quotation of the Seller for the sale of the Goods or whose Order for the Goods is accepted by the Seller.

**CONDITIONS** means the standard terms and conditions of sale set out in this document and (unless the content otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

**CONTRACT** means the contract for the purchase and sale of the Goods between the Seller and Buyer, incorporating the Conditions and the Order.

**DEFRA** means the Department for Environment, Food and Rural Affairs (a government department in the United Kingdom).

**DELIVERY LOCATION** means the place at which delivery is to take place under condition 4.

**GOODS** mean the goods (including any instalment of goods) which the Seller has agreed to supply (or procure the supply of) in accordance with these Conditions.

**MANUFACTURER** means the person, firm, business or company from whom the Seller obtains the relevant Goods.

**ORDER** means an order for Goods submitted to the Seller by the Buyer in accordance with these Conditions.

**SELLER** means KO2 LTD trading as Advance Sourcing incorporated in England and Wales with company number 4021532 whose registered address is at The Dairy Lodge, Dunston Business Village, Dunston, Staffordshire ST18 9AB.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 A reference to a party includes its personal representatives, successors or permitted assigns.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.5 In these Conditions, words denoting the singular shall include the plural and vice versa: words denoting any gender shall include all genders, and words denoting persons shall include bodies corporate, partnerships and individuals.

1.6 In these Conditions any words following the words "include", "includes", "including", "in particular" or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

**2 BASIS OF THE SALE**

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).

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 Seller'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 Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this condition shall exclude or limit the Seller's liability for fraudulent misrepresentation.

2.4 Each Order shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions and no Order shall be deemed to be accepted until the Seller, by giving notice of acceptance in writing, in whole or in parts accepts the Order. The Buyer shall not be entitled to withdraw an Order once submitted.

2.5 Certain Goods ordered by the Buyer from the Seller will not be sold to the Buyer by the Seller, but will be sold directly to the Buyer by the Manufacturer with the Seller acting as the Manufacturer's agent. These Goods will be invoiced to the Buyer by the Manufacturer. Any issues or claims that the Buyer has in relation to such Goods are the responsibility of the Manufacturer, and the Seller shall have no liability to the Buyer in relation to such Goods.

**3 ORDERS**

3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2 The quantity and description of the Goods shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's Order (if accepted by the Seller).

3.3 Where Goods are made to the Buyer's specific specification, the Seller shall have no liability for damage caused as a result of such specification being nutritionally inadequate for the animals for which it is used by the Buyer.

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.5 No Order which has been accepted by the Seller may be cancelled or amended by the Buyer except (i) as expressly permitted by these Conditions or (ii) with the written agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation or amendment.

**4 DELIVERY**

4.1 Delivery of the Goods shall be effected either:

- (a) by the Manufacturer delivering the goods or having them delivered to the Buyer at the Delivery Location; or
- (b) by the Buyer collecting the Goods from the Delivery Location after the Seller has notified the Buyer that the Goods are available for collection,

and the expressions "delivery", "deliver" or "delivered", where used in these Conditions, refer to delivery made pursuant to either of those methods.

4.2 Where method (b) above is specified, the Seller shall give notification to the Buyer that the Goods are available for collection in writing and shall use reasonable endeavours to do so not less than two (2) Business Days prior to the date on which the Goods are available for collection.

4.3 Where method (a) above is used:

- (a) the Buyer shall be responsible for unloading the Goods from the appropriate vehicle at the Delivery Location; and
- (b) delivery shall be completed on the commencement of the unloading of the Goods at the Delivery Location.

4.4 Where method (b) above is used:

- (a) the Manufacturer shall be responsible for loading the Goods onto the appropriate vehicle at the Delivery Location; and
- (b) delivery shall be completed on the completion of the loading of the Goods at the Delivery Location.

4.5 Where method (b) above is used, the Seller shall have no liability for any loss or damage to the Goods following loading if the Buyer, its representative, or any third party not under the direction or control of the Seller makes any change to the manner in which the Goods are loaded, stacked or distributed by the Buyer within the relevant vehicle.

4.6 The actual method of delivery shall be specified on the Order.

4.7 The Seller shall use reasonable endeavours to deliver the Goods on the date quoted for delivery. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any losses, costs, damages, expenses or charges directly or indirectly suffered or incurred by the Buyer as the result of any delay in delivery of the Goods, neither shall any such delay entitle the Buyer to terminate or rescind the Contract, save to the extent that the delay is the result of a failure by the Seller to comply with its obligation in the first sentence of this condition 4.7 where such failure constitutes a material breach of this Contract for the purposes of condition 9.1.

4.8 If the Seller fails to deliver the Goods, its liability shall be limited to the reasonable costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods (subject to the amount of such liability being limited to the total price of the goods in the relevant Order). The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Seller or the Manufacturer with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.9 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Manufacturer is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);
- (b) the Goods shall be deemed to have been delivered; and
- (c) the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including storage, transport and insurance).

4.10 If 10 Business Days after the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not accepted delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the

	Goods or charge the Buyer for any shortfall below the price of the Goods.		counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.
4.11	Where condition 4.1(a) applies, the Buyer shall provide at the Delivery Location and at its expense adequate and appropriate equipment and manual labour for unloading the Goods. If any employees, subcontractors or agents of the Seller or Manufacturer assist in such unloading, they shall be deemed to be acting as agents of the Buyer. The Buyer shall not be entitled to reject the Goods if the Seller delivers up to and including 10% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Buyer that the wrong quantity of Goods was delivered.		
<b>5</b>	<b>RISK AND PROPERTY</b>	<b>9</b>	<b>TERMINATION</b>
5.1	Subject to condition 4.9, risk of damage to or loss of the Goods shall pass to the Buyer on completion of delivery.	9.1	Either party may at any time terminate the Contract with immediate effect by giving notice to the other party if the other party commits a material breach of any of its obligations under the Contract and fails, where the breach is capable of remedy, to remedy such breach within 30 days after written notice from the terminating party specifying such breach and requiring it to be remedied.
5.2	Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.	<b>10</b>	<b>BUYER'S INSOLVENCY OR INCAPACITY</b>
5.3	Until such time as the property in the Goods passes to the Buyer, the Buyer hereby grants to the Seller and its representatives an irrevocable licence at any time to enter any premises where the Goods may be stored in order to inspect them (and where the Buyer does not own or control such premises the Buyer hereby undertakes to procure such right) and the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.	10.1	If the Buyer becomes subject to any of the events listed in condition 10.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.
5.4	If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in condition 10.2, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly or the Buyer fails to pay in full the price of the Goods or any part thereof (save in the case of a genuine dispute as to the amount due, and subject to the payment by the Buyer of the price not in dispute), then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.	10.2	For the purposes of condition 10.1, the relevant events are, where the Buyer is a company, the Buyer's financial position is such that either the Buyer, its directors, shareholders or creditors take or are entitled to take steps to institute formal insolvency proceedings with respect to the Buyer of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy, or if the Buyer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or where the Buyer is an individual, the Buyer is the subject of a bankruptcy petition or order or 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.
<b>6</b>	<b>PRODUCT RECALL</b>	<b>11</b>	<b>WARRANTY</b>
6.1	Where either party is or ought reasonably to be aware that the Goods are defective in such a way that any reasonable manufacturer or supplier would conclude that they should be subject to a recall or that customers should be notified of the defect, each party shall promptly notify the other of that fact. The Seller shall investigate the alleged defect and report to the Buyer on its findings.	11.1	Without prejudice to the provisions of Part IV of the Agricultural Act 1970 (as amended) the Seller warrants that the Goods shall, upon delivery: <ul style="list-style-type: none"> <li>(a) comply with the specification for the Goods set out in the Seller's quotation or the Buyer's Order (as applicable) provided that where any tolerances are specified in relation to the Goods by Applicable Law, such tolerances shall be deemed to be incorporated into the specification such that it shall not be a breach of this clause 11.1(a) if the Seller supplies Goods within the relevant tolerance; and</li> <li>(b) comply with all relevant statutes, regulations (whether specifically relating to animal feed products or otherwise).</li> </ul>
<b>7</b>	<b>PRICE</b>	11.2	Any claim by the Buyer relating to a breach of the warranties at condition 11.1 must be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure.
7.1	The price of the Goods shall be the price quoted by the Seller to the Buyer at the time the Buyer's Order is accepted. If after acceptance of an order, the manufacturer or supplier of the Goods increases its prices to the Seller, for reasons including but not limited to: increases in the market price of products, ingredients or raw materials; increases in duty, taxes or tariffs; exchange rate fluctuations; increases in transport costs, the Seller reserves the right to revise its prices to the Buyer. If the price increase amounts to more than 10% of the original price, the Buyer may terminate the purchase agreement by written notice to the Seller, provided that such notice is received within 2 days of the Seller's notice to increase the price.	11.3	The Seller shall not be liable for a breach of any of the warranties in condition 11.1 unless: <ul style="list-style-type: none"> <li>(a) the Buyer gives written notice of the defect to the Seller in accordance with condition 11.2; and</li> <li>(b) the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.</li> </ul>
7.2	The price for the Goods shall be inclusive of all costs or charges in relation to packaging, loading, unloading, carriage or insurance. If redelivery charges are incurred by the Seller due to the Buyer being unavailable / unable to accept delivery on the agreed date, these costs will be paid by the Buyer.	11.4	The Seller shall not be liable for a breach of the warranties in condition 11.1 if: <ul style="list-style-type: none"> <li>(a) the Buyer makes use of such Goods after giving notice pursuant to condition 11.3(a); or</li> <li>(b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage or use of the Goods or (if there are none) good industry practice, or as a result of fair wear and tear, wilful damage, negligence or abnormal use.</li> </ul>
7.3	The price of the Goods shall be exclusive of any value added taxes which will be paid by the Buyer at the time of paying for the Goods.	11.5	Subject to conditions 11.3 and 11.4, if any of the Goods do not conform with any of the warranties in condition 11.1, the Seller shall at its option replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate.
<b>8</b>	<b>PAYMENT</b>	11.6	If the Seller complies with condition 11.5 it shall have no further liability for a breach of any of the warranties in condition 11.1 in respect of such Goods.
8.1	The Seller shall invoice the Buyer upon the Seller's receipt of the Manufacturer's purchase invoice. Where the Seller is acting as agent for the Manufacturer, the Manufacturer shall invoice the Buyer directly. If the Buyer does not receive an invoice from the Manufacturer within 10 Business Days of the date of delivery, the Seller will request an invoice from the Manufacturer on the Buyer's behalf.	11.7	Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Without limiting the foregoing and subject to condition 13.5, the Seller provides no representation or warranty in relation to the appropriateness or suitability of the Goods for any proposed use and no reliance should be placed upon the Seller in this regard (the Buyer acknowledging that if such advice is required it can be obtained by the Buyer from other entities associated with the Seller).
8.2	The payment of the price for the Goods shall be due 14 days from the date of the invoice. Time for payment shall be of the essence. No payment shall be deemed to have been received until the Seller has received cleared funds.	11.8	These Conditions shall apply to any replacement Goods supplied by the Seller.
8.3	If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment ( <b>due date</b> ), then the Buyer shall pay interest on the overdue amount at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.		
8.4	The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or		

12	<b>FORCE MAJEURE</b>	13.4	The Buyer acknowledges that, except where condition 2.5 applies, (i) the Seller will purchase the Goods to be supplied to the Buyer from the Manufacturer and (ii) that the contract pursuant to which the Seller purchases such Goods from the Manufacturer will contain limitations and exclusions in relation to the Manufacturer's liability similar to those which are included in relation to the Seller's liability under these Conditions. Accordingly, in the circumstances, the Buyer agrees that such limitations and exclusions in relation to the Seller's liability are reasonable and that it is not reasonable for the Seller to incur greater liability to the Buyer than the relevant Manufacturer incurs to the Seller where such liability arises as a result of the acts or omissions of the Manufacturer.
12.1	The Seller shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A <b>Force Majeure Event</b> means any event beyond the Seller's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors. Where it is possible to do so the Seller shall use its reasonable endeavours to offer suitable alternative goods but shall not be bound to do so at the same price(s) as may be in the Contract.	13.5	Nothing in these Conditions shall limit the Seller's liability to the Buyer for: <ul style="list-style-type: none"> <li>(a) death or injury resulting from the Seller's negligence;</li> <li>(b) fraud or fraudulent misrepresentation;</li> <li>(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;</li> <li>(d) breach of section 2 of the Consumer Protection Act 1987; or</li> <li>(e) any matter, liability for which the Seller cannot legally limit or exclude or attempt to limit or exclude.</li> </ul>
13	<b>LIABILITY</b>	14	<b>SALMONELLA</b>
13.1	Subject to conditions 4 and 11, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: <ul style="list-style-type: none"> <li>(a) any breach of these Conditions including any defect in the Goods;</li> <li>(b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and</li> <li>(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.</li> </ul>	14.1	The Seller shall observe Defra's Code of Practice for the control of salmonella in the production of final feed for livestock, or any amendment thereof.
13.2	Subject to conditions 11.7 and 13.5: <ul style="list-style-type: none"> <li>(a) the Seller's total liability, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence, arising in connection with any Order shall, subject to condition 13.3, be limited to the lower of: <ul style="list-style-type: none"> <li>(i) the higher of 125% of the price paid or payable by the Buyer for the defective Goods included in the relevant Order and £7,500; and</li> <li>(ii) the Manufacturer's liability to the Seller in respect of such Goods provided that this condition 13.2(a)(ii) shall not apply (and the Seller's liability shall therefore be governed by clause 13.2(a)(i)) to any liability of the Seller which is not caused or contributed to by the acts or omissions of the Manufacturer;</li> </ul> </li> <li>(b) the Seller shall not be liable to the Buyer whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence, for any: <ul style="list-style-type: none"> <li>(i) loss of profit (direct or indirect);</li> <li>(ii) loss of revenue, loss of production or loss of business (in each case whether direct or indirect);</li> <li>(iii) loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);</li> <li>(iv) loss of anticipated saving or loss of margin (in each case whether direct or indirect);</li> <li>(v) liability of the Buyer to third parties (whether direct or indirect); or</li> <li>(vi) indirect, consequential or special loss, which arise out of or in connection with the Contract, any Goods or any Order.</li> </ul> </li> <li>(c) the Seller shall under no circumstances have any liability in respect of any claim for loss or damage of any kind suffered or incurred by the Buyer unless written notice of such claim, including full particulars thereof, is received by the Seller within years (2) years of the date on which the event, matter or circumstance giving rise to the claim is alleged to have arisen or occurred.</li> </ul>	14.2	In the event that Defra issues an order preventing the movement of the Goods prior to the delivery date, the Seller shall notify the Buyer within 2 Business Days of Defra's order and the delivery shall then be delayed until the Order is lifted, provided this does not exceed 30 consecutive days.
13.3	Subject to conditions 11.7, 13.2(b), 13.2(c) and 13.5, if the Buyer makes a claim against the Seller for the aggregate loss or damage suffered or incurred by the Buyer and caused by a series of defective Orders the Seller's total liability, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence, arising in connection with such Orders shall (without limiting the need for the Buyer to demonstrate that the relevant Goods included in each such Order were defective and caused loss or damage), in aggregate, be limited to the lower of: <ul style="list-style-type: none"> <li>(a) 50% of the aggregate of the per Order liability cap for each defective Order as calculated in accordance with clause 13.2(a)(i); and</li> <li>(b) the Manufacturer's liability to the Seller in respect of such Goods provided that this condition 13.3(b) shall not apply (and the Seller's liability shall therefore be governed by clause 13.3(a)) to any liability of the Seller which is not caused or contributed to by the acts or omissions of the Manufacturer.</li> </ul>	14.3	If Defra's order delays delivery in excess of 30 consecutive days then the Buyer shall have the option of cancelling the delayed portion of the Contract. Such option shall be exercised by the Buyer giving notice to be received by the Seller not later than the first Business Day after the extended delivery period. If the Buyer does not exercise this option, such delayed portion shall be automatically extended for a further period of 30 days.
		14.4	If delivery be prevented for more than the further 30 consecutive days extension, the Contract shall be cancelled.
		14.5	The Buyer shall have no claim against the Seller for delay or non-fulfilment under this condition 14 provided that the Seller shall have supplied to the Buyer, if required, satisfactory evidence justifying the delay.
		15	<b>ADVENTITIOUS CONTAMINATIONS</b>
		15.1	It is not possible to purchase raw materials that are 100% biologically pure, so raw materials and therefore finished feeds are susceptible to adventitious contamination from weed seeds, vetches, bacteria, moulds and mycotoxins. Due to the nature of organic raw materials and feeds where chemicals such as pesticides, fungicides and many preservatives are prohibited, contamination may more severely impact on organic livestock performance. The Seller shall not be liable for any damages incurred, whether direct, indirect or consequential, due to contamination and anti-nutritional factors inherent in conventional and organic feeds.
		16	<b>GENERAL</b>
		16.1	Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.
		16.2	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.
		16.3	Failure or delay by the Seller 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.
		16.4	Any waiver by the Seller 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.
		16.5	The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.
		16.6	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.
		16.7	Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this condition to the party giving the notice.
		16.8	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 English law, and the parties submit to the non-exclusive jurisdiction of the English courts.