



1. COMPANY DETAILS

Company Name: _____

Trading Name: _____

Trading Address: _____

Company Reg No.: _____ VAT No: _____

Trading Style: Ltd Partnership LLP Sole Trader

2. CONTACT DETAILS

Primary Contact Name: _____ Telephone Number: _____

Email Address: _____

3. BANKING DETAILS

Bank: _____ Sort Code: _____

Account Number: _____

4. COMPANY ACTIVITIES

Nature of Company: _____

MCS Number: _____

5. TRADE REFERENCE 1

Company name: _____

Company address: _____

Contact name: _____ Number: _____

Credit limit: _____ Payment Terms: _____

6. TRADE REFERENCE 2

Company name: _____

Company address: _____

Contact name: _____ Number: _____

Credit limit: _____ Payment Terms: _____

7. CREDIT AMOUNT APPLIED FOR: £ _____

PAYMENT BASIS REQUESTED: _____ days from MONTH END / INVOICE

TOTAL ORDER VALUE: _____

SIGNED ON BEHALF OF THE ABOVE MENTIONED FIRM TO CONFIRM ACCEPTANCE OF OUR TERMS AND CONDITIONS. PLEASE NOTE THE FOLLOWING:-

Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the All Eco Energy Ltd (AEE) until AEE has received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by AEE to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between AEE and the buyer.



8. ORDER CONTROL

Official orders required? YES NO Site Address required on invoices? YES NO

Payment Method: Cheque BACS Credit Card (3% charge) Debit Card

Invoices to be sent to (email): _____

Facility to place orders on credit via website required? YES NO

If yes: Username:- _____ User Email: _____

(Note:- If asking for a facility to place orders on credit via website it is your responsibility to protect your user password to ensure orders are not placed without authorisation. If asking for the facility to be put in place you confirm, by signing below, that all orders placed on the website have your authorisation and therefore the other terms of this agreement shall relate to those orders.)

DIRECTOR STATEMENTS

- Have any Directors/Partners/Sole Traders been subject to bankruptcy, CCJs or IVA? YES NO
- Have any Directors/Partners/Sole Traders been involved in any business that has gone into liquidation, receivership, administration or ceased to trade with debts owing? YES NO

In consideration of your agreement to supply goods on credit to the organisation described above (the Company) I/We the undersigned being directors/members of the Company hereby unconditionally and personally, jointly and severally, guarantee payment of all monies due and owing by the Company to All Eco Energy Ltd, its subsidiaries and successors. This includes any initial credit limit, as well as any increases to that credit limit notified by you to us. Notice to raise the credit limit should be sent by email to the Primary Contact name given above. I/We agree the Company making use of any increase in credit limit shall be deemed to be consent to raise the credit limits that are subject to our guarantee.

We understand that this is an application to open a credit account. We understand that payment will be required before the end of the term granted on all invoices. Amounts paid will be allocated to the oldest invoice first. We agree to pay in accordance with these terms. We have read and accept the All Eco Energy Limited Terms and Conditions of Sale.

Signed by Directors / Partners:

- 1. Sign: _____ Print: _____ Position: _____ Date: _____
Address: _____
Telephone No: _____ DOB _____
2. Sign: _____ Print: _____ Position: _____ Date: _____
Address: _____
Telephone No: _____ DOB _____
3. Sign: _____ Print: _____ Position: _____ Date: _____
Address: _____
Telephone No: _____ DOB _____
4. Sign: _____ Print: _____ Position: _____ Date: _____
Address: _____
Telephone No: _____ DOB _____

By confirming your credit application you are deemed to have read and agreed to the following terms and conditions of trade in addition to our Standard Terms and Conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Customer", "You" and "Your" refers to you, the person and the customers terms and conditions. "The Company", "Supplier", "Ourselves", "We" and "Us", refers to All Eco Energy Ltd. "Party", "Parties", or "Us", refers to both the Customer and ourselves, or either the Customer or ourselves. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement:- We are committed to protecting your privacy. Authorised employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

Confidentiality:- Customer records are regarded as confidential and therefore will not be divulged to any third party, other than our couriers, if legally required to do so to the appropriate authorities. Customers have the right to request sight of, and copies of any and all Customers Records we keep, on the proviso that we are given reasonable notice of such a request. Customers are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Customers with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

Acceptance of trading terms by the customer:- The provision of a written (or verbal) order/acceptance of quotation by the customer and/or the provision of written order acknowledgement by the company is deemed to confirm acceptance of the "trading terms" set out herein.

Submission of invoices:- A final invoice will be submitted by the company as set out in the original quotation on completion of the sales order regardless as to whether goods have been accepted on site. Where and for whatever reason goods cannot be accepted onsite the customer will be liable for the delivery / carriage charge.

Payment of Invoices:- The customer must pay for all goods before delivery, which must be cleared funds in the suppliers Bank Account. Credit terms maybe granted at the absolute discretion by the supplier and these will be regularly reviewed and clearly communicated to the customer. Failure to adhere to this procedure will stop future orders and may as a last resort, result in legal procedures to recover the overdue debt. If this happens there will be interest charged at 3% onto the original overdue debt.

Supplementary Costs:- The Customer further agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including but not limited to charges& commission charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application, and the Customer further agrees to indemnify the Supplier for any dishonoured cheque fees incurred and in the event that the Customer's account is in default of

Cancellation Policy:- Minimum 24 hours' notice of cancellation required. Notification for instance, in person, via email, mobile phone 'text message' and/or fax, or any other means will be accepted subject to confirmation in writing. In the event the Customer elects to return the goods or cancel goods on order, this will then be subject to delivery charges. The Supplier also reserves the right to charge a 10% handling fee on the amount involved, which will be capped to a maximum of £50.

Delivery:- Deliveries shall be made during normal working hours. Deliveries outside normal working hours will be delivered on request of the Customer, at the discretion of the Supplier. In the event of the Customer, or the Customers Agent not being on site to accept the delivery, than the driver's signature denoting the time, date and place of delivery, shall be deemed to be the acceptance of the delivery whether made by Supplier, or Supplier's agent. The date of delivery is made in good faith, but the performance of the Supplier's engagement is subject to industrial disturbances, delay in transit, damage goods in transit, shortage of goods and any other cause beyond reasonable control of the Supplier. The Supplier shall be excused from failure to deliver or complete, which is contributed to by any such cause, and the time specified for completion of delivery shall be extended commensurately. Delay in delivery or completion shall not constitute a breach of contract, nor shall it affect any other provisions of the contract.

Ownership of Goods:- Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the Us until We have received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by Us to the Customer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between Us and the Customer.

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Terms and Conditions of Supply

Please read these Terms carefully, as they set out our and your legal rights and obligations in relation to the Products that we sell.

1. Definitions and Interpretation

1.1 In these Terms:-

“Affiliate” means a company, firm or individual that Controls, is Controlled by, or is under common Control with the relevant company or firm;

“Business Day” means any week day, other than a bank or public holiday in England;

“Business Hours” means between 09:00 and 17:00 on a Business Day;

“Calendar Day” means any day;

“Contract” means a contract between the parties for the sale and supply of Products entered into in accordance with Clause 3;

“Control” means:

- a) the legal power to directly or indirectly control the management of a company, firm or other entity;
- b) the right to select the majority of the directors (or their equivalent) of a company, firm or other entity and/or ownership of more than 50% of the voting shares in a company;

and “Controlled” will be construed accordingly;

“Customer” means the customer for the Products as specified in the Sales Order or Quotation

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Prices” means the prices for the Products as sent by us to you from time to time;

“Products” means the products which may be or are purchased by the Customer from the Supplier under these Terms (details of which are set out in sales orders and quotations);

“Supplier” means All Eco Energy Limited, a limited company incorporated in England and Wales (registration number 6867786) having its registered office at Unit 24, Bartleet Road, Redditch, Worcestershire B98 0DQ; and

“Terms” means these terms and conditions of supply.

1.2 In these Terms, a reference to a statute or statutory provision includes a reference to:

- a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of these Terms.

1.4 In these Terms, “persons” include companies, partnerships, limited liability partnerships, unincorporated associations and trusts.

1.5 The ejusdem generis rule is not intended to be used in the interpretation of these Terms; it follows that a general concept or category utilised in these Terms will not be limited by any specific examples or instances utilised in relation to such a concept or category.

2. These Terms

2.1 These Terms contain the only conditions upon which the Supplier will deal with the Customer, and they govern all Contracts to the exclusion of all other terms and conditions.

2.2 Without prejudice to the generality of Clause 2.1, any reference to any of the Customer's terms and conditions in any document forming part of or evidencing a Contract will not have the effect of incorporating any such terms and conditions into the Contract, nor of forming any other contract between the parties for the purchase of the Products.

2.3 The Customer hereby waives any right it might otherwise have to rely upon the Customer's terms and conditions referred to in Clause 2.2 and the other terms and conditions referred to in Clause 2.1.

3. Contracts

3.1 Each written quotation for the supply of Products given by the Supplier to the Customer will be deemed to be an offer by the Supplier to supply Products to the Customer subject to these Terms.

3.2 In order for a Contract to come into force:

- a) the Supplier must submit a written quotation to the Customer, or have made the Customer reasonably aware of the prices of the Products and services offered; and
- b) the Customer must send to the Supplier its acceptance of that quotation or a clear indication that the prices current at the time of ordering are accepted through explicit statement of implied through action

and upon the receipt by the Supplier of the acceptance of the quotation in accordance with this Clause 3.2 a Contract will come into force between the parties.

3.3 The Supplier may cancel a Contract insofar as it relates to particular Products, by giving to the Customer notice of cancellation at any time before delivery or collection of those Products.

3.4 The Customer may cancel a Contract without cost provided that the cancellation occurs prior to the Customer being notified by the Supplier that the Products are being prepared for delivery or the Products have been despatched. Where such cancellation occurs a full refund of any monies paid (either by way of transfer or accrual to any current credit facility provided by the Supplier under clause 10) will be made, subject to clauses 3.5 and 3.6 superseding this clause.

3.5 Where products are special purchase items, procured by the Supplier solely for use by the Customer, the Supplier shall notify the Customer that the Products are being procured or prepared for despatch at the point at which they are being procured. This may be some days in advance of the delivery date. It shall not be possible for the Customer to cancel the contract after this notification unless agreed at the sole discretion of the Supplier.

3.6 Where Products have been held by the Supplier for later delivery in return for a deposit payment at the request of the Customer then upon cancellation in accordance with clause 3.4 the Supplier will make a full refund of monies paid against the cancelled order with less any pre-agreed deposit payment, payment for Products prepared for despatch and Products despatched. For the avoidance of doubt, the deposit payment, and payment for Products prepared for despatch and Products despatched can be, at the discretion of the Supplier, accrued under any credit facility as per clause 10.

3.7 The Supplier may increase the Price of Products under a Contract, by giving to the Customer written notice of the increase at any time before delivery or collection of those Products, if there is a material increase in the cost to the Supplier of obtaining or delivering the Products.

4. Delivery

4.1 Unless otherwise agreed in writing:

- a) all Products will be delivered by the Supplier to the Customer's specified location;
- b) the Supplier will be responsible for arranging loading, carriage, transport, and insurance for the Products;
- c) the Customer will be responsible for arranging unloading of the Products;
- d) the Customer will be responsible for paying all costs relating to loading, carriage, transport, unloading and insurance of the Products; and
- e) risk in the Products will pass from the Supplier to the Customer when the Products are delivered to the Customer
- f) The Customer will be responsible for costs of storage and redelivery where delivery at the intended time and date was not possible due to the Customer not being present or providing inadequate instructions or facilities to receive the delivery .

4.2 If delivery or collection of the Products under a Contract is by instalments, each instalment will constitute part of a single Contract, and not separate Contracts.

4.3 Any date or dates for the delivery or the making available for collection of the Products agreed by the parties as part of a Contract will not be of the essence of the Contract.

4.4 Signing for receipt of the Products shall be proof of delivery of Products in sound merchantable condition, and in compliance with the Contract.

5. Title

5.1 Legal and equitable title to the Products will pass from the Supplier to the Customer upon the later of:

- a) delivery or collection of the Products; and
- b) The Supplier has received payment of the full price of (a) all Products and/or Services the subject of the Contract and (b) all other Products and/or services supplied by the Supplier to the Customer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Supplier and the Customer.

5.2 Until title to the Products has passed to the Customer:

- a) the Customer will hold the Products as fiduciary agent and bailee of the Supplier;
- b) the Customer will:
 - (i) store the Products in a secure, safe, dry and clean environment separately from other products and Products;
 - (ii) ensure that the Products are easily identifiable as belonging to the Supplier;
 - (iii) not deface, destroy, alter or obscure any identifying mark on the Products or their packaging;
 - (iv) ensure that no charge, lien or other encumbrance is created over the Products;
 - (v) deliver up the Products to the Supplier upon demand;
 - (vi) insure the Products on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier (and on request produce to the Supplier such policy of insurance and a receipt for the then –current premium); and
 - (vii) hold all proceeds of the insurance referred to above on trust for the Supplier and not mix them with any other money or pay the proceeds into any overdrawn bank account.

5.3 The Supplier shall be entitled without further notice to inspect or recover possession of any Products to which it retains title; and the Customer grants to the Supplier and its employees and agents an irrevocable licence to enter at any time any premises where the Products are

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- or may be situated for the purpose of inspecting or removing any such Products the title in which has remained with the Supplier.
- 5.4 The Supplier may bring an action for the Prices of Products and associated costs of recovery of monies or products, and any other amounts due under a Contract, notwithstanding that title to the Products has not passed to Customer.
- 6. Purchases through the website**
- 6.1 The Supplier will send login details to the email address entered upon registration with the site.
- 6.2 Where a Customer has a credit account with the Supplier, the Supplier will issue the login details to the nominated person on the account application form, unless than. This account will then be the account from which purchases can be made within Customer's credit limits.
- 6.3 In agreeing to these terms and conditions the Customer agrees to hold confidential within its organisation any login details for the website, and only share these login details with the members of the Customer's organisation who are authorised to make purchases on the Customer's behalf.
- 6.4 Any purchases made from the Customer's login area of the website will be deemed to have been approved by the nominated person within the Customer's organisation.
- 6.5 From time to time products may be listed for sale on the website that will not be available within the Customer's required timescale. Where this is the case the Supplier will notify the Customer as soon as reasonably possible and offer, at the Customer's discretion:-
- an alternative, subject to the balance payment of any increase in costs being paid by the Customer;
 - a full refund.
- 7. Prices and payment**
- 7.1 Prices quoted are exclusive of delivery costs, except where indicated otherwise. Where delivery costs are not indicated, in agreeing to purchase the Products, the Customer agrees to pay the Supplier's reasonable costs of shipment.
- 7.2 The Supplier may issue an invoice for the Prices under a Contract to the Customer at any time after the Contract has come into force or the Products have been delivered to the Customer.
- 7.2 The Customer will pay the Prices to the Supplier within 7 Calendar Days of the date of issue of an invoice issued in accordance with Clause 7.1, unless agreed otherwise.
- 7.3 7.3 All amounts payable under a Contract are exclusive of all value-added tax, duties and levies. These are to be paid by the Customer at the applicable local rates.
- 7.4 Prices must be paid by debit or credit card, direct debit, bank transfer or by cheque (using such payment details as are notified by the Supplier to the Customer from time to time). Payment shall be deemed as received when cleared funds are received by the Supplier.
- 7.4 All payments received will be allocated to the oldest invoices on the account, unless agreed otherwise.
- 7.5 At the Supplier's sole discretion, it may set of an amount owed to it by the Customer against an amount the Supplier owes to the Customer.
- 7.6 If the Customer does not pay any amount properly due to the Supplier under or in connection with a Contract, the Supplier may:
- charge the Customer interest on the overdue amount at the rate of 5% per year above the base rate of HSBC Bank Plc from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or
 - claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 8. Warranties**
- 8.1 The Supplier warrants that:
- the Supplier has (or will have at the relevant time) the right to sell the Products;
 - the Products correspond to the description of the Products supplied by the Supplier to the Customer.
- 8.2 All of the parties' warranties, liabilities and obligations in respect of the subject matter of each Contract are expressly contained in these Terms or elsewhere in the relevant Contract. Subject to Clause 12.1 and to the maximum extent permitted by applicable law, no other terms concerning the subject matter of a Contract will be implied into that Contract or any related contract.
- 8.3 Warranties for Product performance and defects are provided by the manufacturers of the relevant Products for the Customer's benefit and are not provided by the Supplier. The Supplier will use reasonable endeavours to assist the Customer in any warranty claims against the manufacturer.
- 8.4 The Customer should give notice within 24 hours of receipt if any of the Products do not meet with the descriptions of the Products made by the Supplier, or if there are any defective items.
- 8.5 Where notice is given under clause 8.4, the Customer should either return the Products to the Supplier at the Customer's own cost. Only when requested at the Suppliers sole discretion, the Customer may offer a reasonable time for the Supplier to collect the Products or inspect them.
- 8.6 Subject to clauses 8.4 and 8.5 the Supplier may at it's own discretion repair or replace the Product, or make reasonable recommendations and assistance with claiming under manufacturers warranties.
- 8.7 The Supplier shall not be liable for any warranty regarding the Products subject to the notice in clause 8.4 and shall be under no obligation to repair, replace or assist with warranty claims where:
- the Customer has made any further use of the Products;
 - the defect arises from the Customer's failure to follow manufacturers' or Supplier's instructions and industry good practice;
 - The Customer alters the Products;
 - The defect was by Act of God.
- 9. Complaints, credits and replacements**
- 9.1 The Supplier will promptly and in any event within 10 Business Days, fully respond to all reasonable enquiries and complaints by the Customer relating to the quality, performance and durability of the Products.
- 9.2 If Products do not comply with any warranty given by the Supplier under a Contract, the Customer may with the prior agreement of the Supplier return those Products for either (at the option of the Supplier):
- a full credit of the price paid to the Supplier for such Products (excluding original delivery and related charges);
 - replacement Products; or
 - a credit note in respect of the Price of the Products (to be offset against future purchases from the Supplier).
- 9.3 Products returned under Clause 9.2 must be properly packed and returned to All Eco Energy Limited, Unit 24, Bartleet Road, Redditch, Worcestershire B98 0DQ within 15 Business Days of receipt of the Products by the Customer. Any Products returned in contravention of this Clause will not be the subject of any credits or replacements and the Customer will continue to be liable for payment of the Price in respect of such Products.
- 10. Credit Facility**
- 10.1 At the Supplier's sole discretion, a credit facility may be set up by the Supplier for use by the Customer where payment may be made after Products have been despatched or by which deposit payments for Products to be held pending later delivery may be paid after the date on which the Customer incurred liability to pay.
- 10.2 The credit account will be subject to a maximum limit of monies owed (excluding interest for late payment and fees of collection of monies due) and a maximum time period limit for payment (jointly the Limits) of each individual invoice. Payments must be made within these limits, as Products may not be released if payments due, or would become due through releasing the Products, fall outside of these limits.
- 10.3 The Supplier may, from time to time and at its sole discretion, review, adjust and remove the limits to the credit account assigned to the Customer. If the Limits are:
- removed, such that payment must be proforma, then from the date that notice of this change is given by the Supplier to the Customer any and all monies due to the Supplier by the Customer shall immediately become due and interest for late payment may then be charged from the date that notice is given. Subsequent orders shall be by way of proforma payment, with the Supplier at its sole discretion deciding if monies received shall be used as proforma payment for new orders or for payment against monies already due;
 - decreased (but not removed) any new purchases shall be subject to the revised Limits (where the monies owed are aggregated with previous purchase values). Any purchases made prior to the reduction shall continue to require payment within the maximum time period limit as previously advised;
 - Increased then any new Limits shall apply to new invoices issued after the date of notification of this change to the Customer by the Supplier.
- 10.4 The Customer may apply for the Limits to be reduced, removed or increased at any time. Where they are requested to be removed or reduced, then this shall take effect from the date the notification was received by the Supplier and the provisions of clause 10.3a and 10.3b shall apply. Where an increase has been requested then the Supplier will consider the request for an increase and at its sole discretion notify the Customer of the revised Limits.
- 11. Clause not used**
- 12. Limitations and exclusions of liability**
- 12.1 Nothing in the Contract will:
- limit or exclude the liability of a party for death or personal injury resulting from negligence;
 - limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
 - limit or exclude any liability of a party under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
 - limit any liability of a party in any way that is not permitted under applicable law; or
 - exclude any liability of a party that may not be excluded under applicable law.



12.2 The limitations and exclusions of liability set out in this Clause 12 and elsewhere in the Contract:

- a) are subject to Clause 12.1;
- b) govern all liabilities arising under the Contract or in relation to the subject matter of the Contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
- c) will not limit or exclude the liability of the parties under the express indemnities set out the Contract.

12.2 The Supplier will not be liable in respect of any loss of costs, profits, income, revenue, use, time, production, expense, effort or anticipated savings.

12.4 The Supplier will not be liable for any loss of business, contracts or commercial opportunities.

12.5 The Supplier will not be liable for any loss of or damage to goodwill or reputation.

12.6 The Supplier will not be liable in respect of any loss or corruption of any data, database or software.

12.7 The Supplier will not be liable in respect of any special, indirect or consequential loss or damage.

12.8 The Supplier will not be liable for any losses arising out of a Force Majeure Event.

12.9 The Supplier's aggregate liability under the Contract will not exceed the total amount paid or (if greater) payable by the Customer to the Supplier under the Contract.

13. Force majeure

13.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under a Contract (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

13.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under a Contract, will:

- a) forthwith notify the other; and
- b) will inform the other of the period for which it is estimated that such failure or delay will continue.

13.3 The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

14. Contract term and termination

14.1 Each Contract will come into force in accordance with Clause 3, and will continue in force until the earlier of:

- a) the later of completion of: (i) delivery or collection of all Products; and (ii) the receipt by the Supplier of all amounts due to the Supplier under the Contract; and
- b) the termination of the Contract in accordance with the provisions of this Clause.

14.2 A Contract may be terminated in the following circumstances:

- a) either party may terminate a Contract immediately by giving written notice to the other party if the other party commits any material breach of any term of the Contract;
- b) the Supplier may terminate any Contract immediately by giving written notice to the Customer if the Customer fails to pay to the Supplier any amount due under any Contract by the due date for payment; and
- c) the Supplier may terminate any Contract immediately by giving written notice to the Customer if the Customer fails to accept delivery of the Products / collect the Products on the date agreed in the relevant Contract.

14.3 Either party may terminate any Contract immediately by giving written notice to the other party if:

- a) the other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract);
- d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

14.4 The Supplier may terminate any Contract immediately at any time by giving written notice to the Customer if there is a change of Control of the Customer or any parent undertaking or holding company of the Customer.

15. Effects of termination

15.1 Upon termination of a Contract, all the provisions of that Contract will cease to have effect, save that the following provisions of these Terms will survive and continue to have effect (in

accordance with their terms or otherwise indefinitely): Clauses 1, 3, 5, 6.4 to 6.5, 7, 9, 10, 12, 15, and 18.

15.2 Termination of a Contract will not affect either party's accrued rights (including accrued rights to be paid and accrued rights to a remedy for breach of condition or warranty) as at the date of termination.

15.3 After the termination of all Contracts between the parties, the Customer will within 14 calendar days following receipt of a written request from the Supplier:

- (a) return to the supplier or dispose of as the Supplier may instruct all documents and materials containing Confidential Information of the Supplier; and
- (b) irrevocably delete from its computer systems all Confidential Information of the Supplier.

15.4 After the termination of all Contracts between the parties, the Supplier will within 14 calendar days following receipt of a written request from the Customer:

- (a) return to the supplier or dispose of as the Customer may instruct all documents and materials containing Confidential Information of the Customer; and
- (b) irrevocably delete from its computer systems all Confidential Information of the Customer.

16. Not used

17. Notices

17.1 Any notice given under a Contract must be in writing (whether or not described as "written notice" in these Terms) and must be delivered personally, sent by pre-paid first class post, or sent by fax or email, for the attention of the relevant person, and to the relevant address, fax number or email address notified by one party to the other in accordance with this Clause from time to time.

17.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

- a) where the notice is delivered personally, at the time of delivery;
- b) where the notice is sent by first class recorded post, at the time of delivery; and
- c) where the notice is sent by fax or email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

18. General

18.1 No breach of any provision of a Contract will be waived except with the express written consent of the party not in breach.

18.2 If any provision of a Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

18.3 Contracts may not be varied except by a written document or confirmation signed by or on behalf of each of the parties.

18.4 The Supplier may freely assign its rights and obligations under a Contract without the Customer's consent to any Affiliate of the Supplier or any successor to all or a substantial part of the business of the Supplier from time to time. Save as expressly provided in this Clause or elsewhere in a Contract, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in a Contract or any rights or obligations under a Contract.

18.5 Each Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to a Contract are not subject to the consent of any third party.

18.6 Subject to Clause 12.1:

- a) these Terms and relevant correspondence will constitute the entire agreement between the parties in relation to the subject matter of the Contract, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter;
- b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into a Contract; and
- c) neither party will have any liability other than pursuant to the express terms of a Contract.

18.7 Contracts will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with a Contract.