

**VESTHEY FOODS INTERNATIONAL LIMITED**  
**TERMS AND CONDITIONS OF SALE**

**Definitions used in these Conditions can be found at clause 18**

**1 QUOTATIONS, ORDERS AND CONTRACTS**

- 1.1 Quotations are subject to withdrawal and alteration at any time before acceptance in writing by the Buyer and are automatically withdrawn unless a relevant order is placed by the Buyer no later than 30 days after the date of the Quotation.
- 1.2 No order of the Buyer shall be binding upon the Seller until accepted by the Seller. Acceptance of an order shall take place when the Seller commences despatching all or part of the Goods ordered, or if earlier, whenever the order is expressly accepted or confirmed by the Seller in Writing by the issuing of a Sales Order. No binding Contract shall exist to supply the Goods unless and until the Buyer's order for such Goods and Services has been accepted by the Seller.
- 1.3 The Contract shall comprise these terms, the Sales Order and any additional terms agreed in Writing as applicable. The Seller shall sell, and the Buyer shall purchase, the Goods in accordance with the Contract, and the terms of the Contract shall apply to the exclusion of any other terms and conditions of the Buyer including any contained in the Buyer's order form.
- 1.4 No variation of these terms or any Contract shall be effective unless it is made in writing and signed by duly authorised representatives of both parties. For the purposes of this clause, the expression "variation" includes any supplement, deletion or replacement however effected.
- 1.5 If any Contract contains provisions which are inconsistent with, or conflict with these terms, those provisions will prevail over these terms to that extent except (i) nothing shall prevail over clauses 8 (Liability) and 14 (Rights of Third Parties); (ii) no standard terms of the Buyer shall form part of any Contract unless the intention to incorporate such Buyer's terms and to override these terms wholly or in part is clearly expressed in Writing and signed by duly authorised representatives of both parties.
- 1.6 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, processing or use of the Goods, which is not confirmed in Writing by the Seller, shall be followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 1.7 Any typographical, clerical or other error or omission in any Sales Order price list, acceptance of order, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

**2 PRICE**

- 2.1 The price of the Goods shall be as stated in the Sales Order or, where no price has been quoted (or a Quotation is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Prices shall be invoiced in accordance with the Sales Order.
- 2.2 Prices quoted by Seller are quoted on the basis specified in the Sales Order and in accordance with any Incoterms stipulated in the Sales Order.
- 2.3 The Buyer shall be responsible for obtaining all required export and import clearances and any other documentation necessary for the delivery of the Goods, except for any matters stated in the Contract to be the responsibility of the Seller as well as any duty or tax on the Goods including any such duty or tax imposed by any authority as a consequence of the withdrawal from the EU of the United Kingdom.
- 2.4 The Seller reserves the right, by giving notice to the Buyer at any time before Delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in the delivery dates or quantities requested by the Buyer, and accepted by the Seller in its unrestricted discretion, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information, facilities, instructions or responses.

**3 TERMS OF PAYMENT**

- 3.1 Unless otherwise agreed in writing in the Sales Order, payment shall be made by the Buyer in advance of Delivery. The Seller may invoice the Buyer at any time after acceptance of an order.
- 3.2 The Seller is entitled to allocate payments received to settle (in full or in part) any sums due from the Buyer, whether under the Contract or any other Contract, in any order or manner the Seller determines, and in particular shall be entitled to apply any part payment to settle outstanding interest on overdue amounts, ahead of principal.
- 3.3 Notwithstanding clause 3.1 or any other arrangements for provision of credit which the Seller may have agreed with the Buyer in respect of the Contract, the whole price of all Goods bought or agreed to be bought by the Buyer shall be immediately payable without demand upon the occurrence of an Insolvency Event.
- 3.4 If the Buyer fails to make any payment when due, without affecting any other rights which it may have, the Seller shall be entitled to exercise all or any of the following rights:

- 3.4.1 suspend production and/or deliveries of Goods until paid;
  - 3.4.2 deduct outstanding sums from any sums owed by the Seller to the Buyer under the Contract or otherwise;
  - 3.4.3 require the Buyer to pay any costs of storage (or a reasonable charge for storage) of undelivered Goods;
  - 3.4.4 be paid compensation and charge interest on the overdue amount in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 which shall accrue from day to day (both before and after any judgment) from the due date until payment in full is received by the Seller;
  - 3.4.5 resell any Goods not yet delivered to the Buyer;
  - 3.4.6 retain any sums paid as deposit for the Goods;
  - 3.4.7 demand the return of the Goods in accordance with the provisions of clause 5.4;
  - 3.4.8 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer).
- 3.5 Settlements by cheque or credit transfer shall not be deemed paid until the Seller's account is credited with cleared funds. Payment by the Buyer to any other account, even where made in good faith, shall not be a discharge of the Buyer's payment obligations.
  - 3.6 The Buyer may not for any reason withhold, make deduction from, set off against or make abatement of any payment due to the Seller.
  - 3.7 The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

#### 4 DELIVERY

- 4.1 Delivery of the Goods shall be made by the Seller in accordance with the Sales Order and any Incoterms stipulated in it.
- 4.2 Any dates quoted for Delivery of the Goods are approximate only and the Seller shall not be liable for any delay in Delivery of the Goods howsoever caused, including, but not limited, to any delays caused by documentary or physical checks imposed by any authority. Time for Delivery shall not be of the essence unless the Seller has previously agreed in writing that time should be of the essence. The Goods may be Delivered by the Seller in advance of the quoted Delivery Date upon giving reasonable notice to the Buyer.
- 4.3 In the event that Goods are sold on terms which require the Seller to charter a vessel or to arrange for carriage of the Goods in a container, the Seller will contract on usual terms or such terms as can be negotiated in the market and are communicated to the Buyer. The Buyer will indemnify the Seller in respect of all demurrage or other costs or charges incurred at the Port of Discharge and in respect of all other expenses, tax, dues and customs levied on the Goods at the Port of Discharge or the place of destination whatsoever and howsoever arising.
- 4.4 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.
- 4.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:
  - 4.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
  - 4.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.
- 4.6 A delivery note stating the number of the Contract shall accompany each delivery and shall be signed by an authorised representative of the Buyer, and a copy retained by the Buyer.
- 4.7 Unless otherwise agreed by the parties, the Buyer will ensure that it is able to supply the transport contractor that delivers the Goods with exchange Transport Article to replace the Transport Article the Goods are packed in or transported on.
- 4.8 Where Goods are supplied in the Seller's packaging the Buyer shall not use or re-use such packaging for any purpose.
- 4.9 The quantity of any consignment of Goods as recorded by the Seller on despatch shall be conclusive evidence of the weights and quantity received by the Buyer on Delivery unless the Buyer can provide conclusive evidence proving the contrary.

5 **RISK AND PROPERTY**

- 5.1 Risk of loss or damage to the Goods shall pass to the Buyer at the time of Delivery in accordance with the Incoterms specified in the Sales Order.
- 5.2 Title in the Goods shall pass from the Seller to the Buyer only on receipt by the Seller in full of the invoiced price for those Goods under the Contract and:
- 5.2.1 all other sums then due from the Buyer under the Contract; and
- 5.2.2 all sums then due from the Buyer under any other contracts between the Buyer and the Seller.
- 5.3 Until such time as the title in the Goods has passed to the Buyer under clause 5.2 the Buyer shall:
- 5.3.1 hold such Goods on a fiduciary basis as the Seller's bailee and shall insure them as the Seller's property and shall store and mark them in such a way that they are readily identifiable as the Seller's property, and shall hold the proceeds of such insurance on trust for the Seller;
- 5.3.2 not pledge or allow any encumbrance, lien, charge or other interest to arise or be created over the Goods; and
- 5.3.3 not dispose of or deal with the Goods or any interest in them,
- except that the Buyer may on its own account use and sell the Goods and pass title to its usual customers in the ordinary course of its trade, provided that the Buyer's right to use or sell the Goods shall automatically cease upon the occurrence of an Insolvency Event.
- 5.4 If:
- 5.4.1 payment becomes overdue;
- 5.4.2 the Buyer is in breach of any of its obligations under the Contract or any other contract between the Seller and the Buyer;
- 5.4.3 the Seller exercises any right to terminate the Contract or any other contract between the Seller and the Buyer; or
- 5.4.4 an Insolvency Event occurs or the Seller reasonably expects that an Insolvency Event is about to occur:
- (a) the Seller may by written notice terminate the Buyer's right (if still subsisting) to use or sell the Goods; and/or
- (b) the Seller shall be entitled upon demand to the immediate return of all the Goods which remain in the ownership of the Seller, and the Buyer irrevocably authorises the Seller to recover such Goods and any documentation relating to them and for that purpose, to enter any place. The Buyer shall take all reasonable steps to help the Seller recover them. Recovery by the Seller of the Goods shall not of itself cancel the Buyer's liability to pay the whole or balance of the price for the Goods or any other rights of the Seller under the Contract.

6 **QUALITY**

- 6.1 Subject to clause 6.2, the Seller warrants that on Delivery the Goods:
- 6.1.1 conform with any description set out in the Sales Order. Contracts shall not be regarded as sales by sample even if the Seller has provided a sample to the Buyer.
- 6.2 The Seller shall not be liable for a breach of warranty in clause 6.1:
- 6.2.1 unless the Buyer inspects the Goods within 1 day of Delivery;
- 6.2.2 unless a written complaint specifying the defect is made to the Seller, and if the defect is as a result of damage in transit, to the carrier, or a latent defect within 2 days of the time when the Buyer discovers or ought to have discovered the defect;
- 6.2.3 unless the Seller is given reasonable opportunity to inspect the Goods and the Buyer (if asked to do so by the Seller pursuant to clause 7) returns such Goods to the Seller's place of business at the Buyer's cost for examination;
- 6.2.4 unless the Buyer has paid to the Seller all monies payable in respect of such Goods on or by the date(s) for payment;
- 6.2.5 unless the Buyer makes no further use of the relevant Goods;
- 6.2.6 if the Goods have been processed, modified, or otherwise tampered with in any way other than by a duly authorised representative of the Seller;
- 6.2.7 if the defect arises from the Buyer's misuse, wilful damage, neglect, carelessness, lack of proper care, failure to follow any instructions given by the Seller (or any agent, employee, servant of or third party who is acting on behalf of or performing any service for the Seller) (including as to the storage and in particular storage temperature of the Goods or (if there are none) good trade practice) or other commotion or disturbance of

whatever nature affecting the place where the Goods are situated which directly or indirectly affects the Goods; or

- 6.2.8 where the breach of warranty has arisen as a result of following the instructions provided to the Seller by the Buyer or has arisen as a result of an event of Force Majeure.
- 6.3 Subject to clause 6.2, if there is any material breach of the warranty in clause 6.1, the Seller shall at its option take back such Goods and supply substitute Goods or refund the proportion of the price relating to the Goods in question. If the Seller complies with this obligation it shall have no further liability in respect of, or arising from the relevant Goods.

## 7 TIME BAR

- 7.1 Any claim by the Buyer in relation to the Goods must be notified to the Seller in accordance with the requirements of clause 6 of these Conditions.
- 7.2 In any event, the Seller shall be discharged of all liability whatsoever and howsoever arising in respect of any Goods supplied by the Seller, or any service the Seller has agreed to provide, unless suit be brought and written notice thereof given to the Seller within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Seller or the date of delivery, whichever is the earlier.
- 7.3 Once the Buyer becomes aware that a defect in the Goods may exist, it must not use or supply the Goods, and must take all steps necessary to prevent their use by any of its customers or other third parties to whom it has supplied the Goods. The Buyer shall indemnify and keep the Seller indemnified against all liability, losses and costs it incurs as a result of the Buyer's breach of this obligation.

## 8 EXCLUSIONS OF AND LIMITS ON LIABILITY

- 8.1 The Seller shall only be liable to the Buyer in respect of claims notified to the Seller in accordance with the Contract and in particular clause 7 of these terms.
- 8.2 Without prejudice to the other limitations on the Seller's liability in the Contract but subject to clause 8.44 the liability of the Seller for any claims arising out of or in connection with the Contract and/or the Goods, however arising shall be limited in respect of all claims in aggregate to a sum equal to the price payable by the Buyer for the Goods under the Contract giving rise to the claims or a sum calculated at 2 SDRs per kilo of the Goods lost or damaged whichever be the lower.
- 8.3 Notwithstanding any other provision of the Contract, but subject to clause 8.44, the Seller shall have no liability however arising out of or in connection with the Contract and/or the Goods for any:
- 8.3.1 direct or indirect loss of or damage to:
- (a) profit;
  - (b) revenue;
  - (c) business;
  - (d) contract;
  - (e) opportunities;
  - (f) anticipated savings;
  - (g) data;
  - (h) goodwill;
  - (i) reputation;
  - (j) use;
- 8.3.2 indirect or consequential loss or damage; or
- 8.3.3 claim arising out of a claim against the Buyer by a third party.
- 8.4 The exclusions and limitations of liability contained in these terms and in the Contract shall apply regardless of whether the loss or damage was foreseeable or whether the Buyer notifies the Seller of the possibility of any greater loss or damage but no such exclusion or limitation shall apply to the extent prohibited or limited by law and in particular nothing in the Contract shall affect liability:
- 8.4.1 for death or personal injury caused by negligence to the extent prohibited by the Unfair Contract Terms Act 1977;
- 8.4.2 for fraudulent misrepresentation or other fraud;
- 8.4.3 for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

- 8.4.4 to the extent prohibited by the Consumer Protection Act 1987.
- 8.5 All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of the Seller, in respect of compliance with descriptions, the quality or the fitness for purpose of the Goods which are not expressly set out in the Contract are excluded except to the extent such exclusion is prohibited or limited by law.
- 8.6 In circumstances in which the Seller sells Goods to the Buyer for incorporation with other products to be produced, manufactured, processed or supplied by the Buyer, the Buyer shall indemnify the Seller and hold it harmless from and against all actions, proceedings, claims, losses, costs (including legal costs) and expenses (whether foreseeable or not) which may be brought against or incurred by the Seller arising out of or in relation to such products except in so far as such claims arise out of a negligent act or omission of the Seller.

## 9 BUYER'S RESPONSIBILITIES

- 9.1 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, facilities, instructions and responses relating to the Goods reasonably within a sufficient time to enable the Seller to perform the Contract in accordance with its terms including, where appropriate, after Delivery.
- 9.2 The Buyer is responsible for transporting and storing the Goods in accordance with instructions supplied by or on behalf of the Seller, particularly with regard to storage temperature, and the Seller shall not be responsible for any damage, loss or claims arising from any failure to comply with such instructions.
- 9.3 The Buyer shall be responsible for complying with its obligations as Buyer pursuant to any Incoterms specified in the Sales Order and with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon. The Buyer shall indemnify and keep the Seller indemnified against all liability, losses and costs it incurs as a result of the Buyer's breach of this obligation.
- 9.4 The Buyer shall save harmless and keep the Seller indemnified from and against:-
- (a) all liability, loss, damage, costs and expenses whatsoever including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits, demurrage, detention charges and outlays of whatsoever nature levied by any authority or any party in relation to the goods (arising from any breach by the Buyer of any of these conditions, or from the negligence of the Buyer or from the abandonment of the Goods) and;
  - (b) without derogation from paragraph (a) above, any liability assumed or incurred by the Seller when the Seller has become liable to any other party.
  - (c) The Buyer agrees to co-operate with any product recall operation initiated by the Seller including providing all information and assistance that the Seller may reasonably require and the Buyer agrees promptly to recall any of the Goods from the market when reasonably requested to do so by the Seller. The Buyer shall not itself instigate any product recall without first consulting with the Seller except in the case of emergency. The Buyer shall inform the Seller of all serious complaints and any other circumstances of which the Buyer is aware that may give rise to a product recall requirement.

## 10 TERMINATION

- 10.1 Without affecting any other rights and remedies it might have, the Seller shall be entitled to terminate the Contract at any time without liability to the Buyer by giving written notice to the Buyer at any time if the Buyer:
- 10.1.1 is in breach of any provision of, or purports to cancel, the Contract;
  - 10.1.2 has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Buyer is incorporated, resident or carries on business;
  - 10.1.3 is subject to a change of control (including any change of control which results from one or more persons acting in concert) and in this clause "control" shall have the meaning given to it by s840 Income and Corporation Taxes Act 1988,
- and in any other circumstances provided for in the Contract.
- 10.2 Any termination however caused shall not affect:
- 10.2.1 any right or liabilities which have accrued prior to the time of termination;
  - 10.2.2 the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force after termination including clauses 8 (Exclusions of and Limits on Liability), 9 (Buyer's Responsibilities) and 11 (IP & Confidentiality).
- 10.3 Upon termination however caused:
- 10.3.1 the Buyer shall immediately return any information or materials in its possession or under its control which belong to or were supplied by the Seller; and

10.3.2 the Seller may dispose of any Goods not collected by the Buyer.

## 11 IP & CONFIDENTIALITY

- 11.1 All Intellectual Property Rights in the Goods and their packaging, labelling and other materials supplied with or in connection with any of the Goods shall as between the parties remain at all times vested in the Seller. No Intellectual Property Rights of the Seller are transferred to the Buyer and no licences to use any Intellectual Property Rights of the Seller are granted to the Buyer except as may be necessary for the usual use and resale of the Goods supplied.
- 11.2 Neither party shall without the prior written consent of the other party (during and after termination of the Contract) use (other than in the performance of the Contract) or disclose to any other person any Confidential Information of the other party, except that any obligations contained in this clause shall not prevent any disclosure of Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange, or disclosure to a party's professional advisors, acting in their capacity as such. The Buyer agrees to ensure that any Confidential Information it receives from the Seller is held in accordance with the GDPR
- 11.3 The Buyer shall not publicise or disclose the existence or content of any Quotation or Contract, nor its relationship with the Seller, without the prior written agreement of the Seller.

## 12 FORCE MAJEURE

The Seller shall not be liable in any way for loss, damage or expense arising directly or indirectly from any hindrance, failure or delay in performing any obligation under the Contract caused by the actions or omissions of the Buyer, its employees, agents, contractors or other third parties providing goods or services to or acquiring them from the Buyer or by any circumstance beyond the Seller's reasonable control, which shall include war (or other action of military forces), terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment, acts of God, fire, flood, severe weather conditions, extreme traffic congestion, strike, lock-out or other industrial disputes (whether or not involving employees of the Seller) or shortage of materials at the market rates existing when the relevant Contract is made, legislative or administrative interference or national crisis (each an "Event of Force Majeure"). If an Event of Force Majeure continues for more than a period of 14 days (including in aggregate where there is more than one event of Force Majeure) the Seller shall be entitled at its discretion to perform, suspend performance of, and/or terminate the Contract.

## 13 ANIMAL DISEASES

- 13.1 In the event of an Outbreak, the Buyer shall notify the Seller immediately it becomes aware of the Outbreak and, in any event, no later than 24 hours after the Outbreak is reported on the OIE Website.
- 13.2 Subject to the Buyer complying with the notification requirements in 13.1, the parties agree that the Buyer's order shall be cancelled and the Seller shall refund any part of the Price paid by the Buyer, in relation to the Goods affected by the Outbreak.
- 13.3 Upon re-payment of the Price by the Seller to the Buyer, the Seller shall not have any further liability to the Buyer, including, but not limited to, any liability to pay costs or expenses incurred or suffered by the Buyer in relation to disposal, storage or return of the Goods; neither shall the Seller be under any obligation to Supply the Buyer with replacement or alternative Goods.

## 14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 14.1 All members of the Seller's Group and all employees, agents and subcontractors of the Seller and members of the Seller's Group (each being a "TP") shall each be entitled, in its own right pursuant to the Contracts (Rights of Third Parties) Act 1999 ("TP Act"), to enforce every defence and limitation expressed to be in favour of the Seller under these terms and the Contract to the extent determined by the Seller in its absolute discretion from time to time, as if such defences and limitations were expressed to be for the benefit of the relevant TP. Also, each member of the Seller's Group shall be entitled in its own right to enforce, pursuant to the TP Act, all indemnities in these terms and the Contract expressed to be in favour of the Seller to the extent determined by Seller in its absolute discretion from time to time, as if such indemnities were expressed to be for the benefit of the relevant members of the Seller's Group. The Buyer and the Seller shall not be required to notify or obtain the consent of any TP in order to rescind or vary the Contract or any provision of it. The aggregate liability of all TPs and the Seller collectively shall be no greater than the liability of the Seller alone, as set out in the Contract. No TP may assign or otherwise transfer any of their rights referred to in this clause 14
- 14.2 Save as referred to in this clause, no provision of a Contract shall be enforceable pursuant to the TP Act by any person who is not a party to it.

15 **ENTIRE AGREEMENT**

- 15.1 These terms, together with those set out in the Contract, constitute the entire agreement and understanding of the parties and supersede any previous agreement or understanding between the parties with respect to the arrangements contemplated by or referred to in these terms and the Contract.
- 15.2 Each of the Seller and the Buyer acknowledges and agrees that:
- 15.2.1 in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made), or understanding of any person (whether party to the Contract or not) which is not expressly set out in these terms and/or the Contract; and
- 15.2.2 the only remedy available to it for breach of any statement, representation or other term that is expressly set out in the Contract shall be for breach of contract under the terms of the Contract.
- 15.3 Nothing in this clause 15 shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

16 **GENERAL**

- 16.1 The Seller may perform any of its obligations or exercise any of its rights under the Contract itself or through any other member of the Seller's Group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.
- 16.2 The Seller may at any time assign, transfer, charge or deal in any other manner with any of its rights hereunder, and may sub-contract any or all of its obligations under the Contract.
- 16.3 The Buyer shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under the Contract, or purport to do so, or sub-contract any or all of its obligations under the Contract without the prior written consent of the Seller in its absolute discretion.
- 16.4 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with the Contract shall not constitute a waiver of such right or remedy or of any other rights or remedies.
- 16.5 If any provision of these terms or the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms or the Contract and the remainder of the provision in question shall not be affected thereby. If the whole or any part of any clause(s) are invalid or unenforceable the parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. Any such invalidity or enforceability shall not affect the validity or enforceability of any other provision.

17 **LAW AND JURISDICTION**

(a) **Applicable Law**

Except as specifically provided herein, English law shall apply to the Contract and English law shall also be applied in interpreting the Contract.

(b) **Jurisdiction**

All actions against the Seller under the Contract shall be brought before the High Court in England and no other Court shall have jurisdiction with regard to any such action provided that

(c) Nothing in these terms and conditions shall affect or prejudice the right of the Seller to take action in accordance with the law of any country or state or to bring a claim or enforce a lien or to obtain security by seizure, attachment or arrest of assets for any amounts payable to the Seller under the Contract.

18 **INTERPRETATION**

- 18.1 In these terms, the following expressions shall have the following meanings:

Business Day	a day other than a Saturday or Sunday or public holiday in England and Wales;
Buyer	the person who accepts a Quotation for the sale of the Goods or the person whose order for the Goods is accepted by the Seller;
Confidential Information	any information relating to a party's (or any of its associated companies') business(es), which is not in the public domain or already in the possession of the receiving party, including any personal data.
Contract	each agreement for the supply of Goods, as referred to in clause 1, which is subject to these terms;
Delivery	delivery of the Goods as more particularly described in clause 4.1;
Delivery Address	the delivery address specified in the Contract, or otherwise agreed between the parties;
"GDPR"	means the General Data Protection Regulation 2016/679 as amended from time to time.
Goods	the meat, fish, poultry or any other products described in the Contract;
Incoterms	means the international rules for the interpretation of trade terms of the International Chamber of Commerce (ICC) as in force at the date when the

	Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these conditions.
Insolvency Event	any event referred to in clause 10.1.2;
"OIE Website	means the official website of the World Organisation for Animal Health.
Intellectual Property Rights	means all patents, know-how, copyrights, trade or service marks, design rights, and all other intellectual property rights of any kind;
"Outbreak"	means an outbreak of a notifiable animal disease, as defined by the OIE, such as, but not limited to, African Swine Fever, Avian Infectious Bronchitis, Foot and Mouth disease.
Sales Order	the Seller's confirmation of the sale of Goods as referred to in clause 1, which is subject to these terms;
Seller	Vestey Foods International Limited (registered no 07343306) whose registered office is at 29 Ullswater Crescent, Coulsdon, Surrey, CR5 2HR; or any company in the Seller's Group.
Seller's Group	the Seller and its ultimate holding company and any direct or indirect subsidiary of such holding company and "holding company" and "subsidiary" shall have the meanings ascribed to them in section 1159 of the Companies Act 2006.
Transport Articles	means articles of transport such as pallets and plastic boxes, commonly used to transport the Goods.
"Writing"	means as the context requires, in a letter, fax, email, but can also mean messages on Wechat, Line or other similar messaging platforms.
18.2	References to regulations, statutes or other statutory provisions shall be construed to include references to those regulations, statutes or provisions as amended, re-enacted or modified from time to time and shall include any subordinate legislation under the relevant statute or statutory provision.
18.3	The headings in these terms are for ease of reference only and shall not in any way affect their construction or interpretation.
18.4	Words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and vice versa, and reference to a person shall include an individual, partnership, body corporate and unincorporated association.
18.5	References to any party shall include its personal representatives lawful successor in title and permitted assigns.
18.6	The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.