



Finest Quality Foods from the Far East

**STANDARD TERMS AND CONDITIONS
FOR THE SALE OF GOODS**

1. Application of Terms and Conditions

- 1.1 The Supplier shall sell and the Customer shall purchase the Goods in accordance with any quotation, specification schedule or offer of the Supplier which is accepted by the Customer, or any order of the Customer which is accepted by the Supplier.
- 1.2 These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or reported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Sunday or bank holiday;
“Commencement Date”	means the commencement date for the Contract as set out in the quotation / specification schedule / accepted order or when the Goods are Signed for on delivery;
“Customer”	means the person who accepts a quotation, specification schedule or offer of the Supplier for the sale of the Goods or whose order for the Goods is accepted by the Supplier;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Contract”	means the contract for the sale and purchase of the Goods under these Terms and Conditions;
“Contract Price”	means the price stated in the Contract payable or Invoice for the Goods;
“Credit Account”	means the Customer’s credit account, detailing Goods purchased and sums owing to the Supplier;
“Credit Account Terms & Conditions”	means the terms and conditions governing the Credit Account;
“Delivery Date”	means the date on which the Goods are to be delivered as stipulated in the Customer's order or signed for at delivery and accepted by the Supplier;



Finest Quality Foods from the Far East

- “Month”** means a calendar month;
- “Goods”** means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with the quotation / specification schedule / accepted order and these Terms and Conditions; and
- “Supplier”** means Manning Impex Ltd a company registered in England under number 2141125 whose registered office is at Manning Impex House. 2 Doman Road, Camberley Surrey. GU15 3DF.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
- 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

3. **Basis of Sale**

- 3.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods unless such representations are confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the Customer and the Supplier or their authorised representatives.
- 3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods are subject to alteration without notice and do not constitute contractual offers to sell the Goods which are capable of acceptance. An order placed by the



Finest Quality Foods from the Far East

Customer may be withdrawn, cancelled or altered prior to acceptance by the Supplier.

- 3.4 No contract for the sale of the Goods shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be a contractual offer to sell the goods or has accepted an order placed by the Customer by whichever is the earlier of:
- 3.4.1 the Supplier's written acceptance;
 - 3.4.2 delivery of the Goods; or
 - 3.4.3 the Supplier's invoice.
- 3.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. Orders and Specifications

- 4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier or its authorised representative.
- 4.2 All Goods listed on the order are warranted by the Company to comply with the Food Safety Act 1990, The Food Law Regulation (EC) No 178/2002 and all relevant UK Food Laws currently in force.
- 4.3 The specification for the Goods shall be those set out in the Supplier's sales documentation or similar in matter, form and function; unless varied expressly in the Customer's order (if accepted by the Supplier). The Goods will only be supplied in the minimum units thereof stated in the Supplier's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 4.4 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 4.5 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.
- 4.6 No order which has been accepted by the Supplier may be cancelled by the Customer except with the written agreement of the Supplier on the terms that the Customer shall indemnify the Supplier in full against any and all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.
- 4.7 All Goods are not offered on a sale or return basis and the Company's personnel are not authorised to accept orders for Goods on this basis unless prior written notice and consent has been granted from a Company Director
- 4.8 The Company's stock and distribution systems are designed for the systematic rotation of 'Best Before' dates. Without any obligation or liability therefore, the Company will endeavour to ensure that any date marked Goods with a life of over



Finest Quality Foods from the Far East

twelve months are delivered to the Customer with a minimum of six months remaining. Goods with a date mark of less than one year these Goods will be delivered with a minimum of ten weeks remaining before the expiration of the 'Best Before' date.

- 4.9 It is the Customer's responsibility to sell all Goods prior to the expiration of any 'Best Before' date.

5. **Price**

- 5.1 The price of the Goods shall be the price listed in the Standard Price List current at the date of acceptance of the Customer's order or such other price as may be agreed in writing and by a duly appointed sales advisor by the Supplier and the Customer.
- 5.2 Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for that specific order only or such lesser time as the Supplier may specify.
- 5.3 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, but not limited to, any foreign exchange fluctuation currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture and distribution), any change in delivery dates, quantities or specifications for the Goods which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 5.4 The Supplier may allow the Customer quantity discounts subject to and in accordance with the terms and conditions set out in the Supplier's published price list for the Goods current at the date of acceptance of the Customer's order.
- 5.5 Any settlement discount specified by the Supplier in writing will be allowed by the Supplier to the Customer in respect of Goods for which payment is received by the Supplier on or before the due date and otherwise in accordance with the payment terms set out in these Terms and Conditions and provided that no other amounts owing by the Customer to the Supplier are overdue and unpaid.
- 5.6 Except as otherwise stated under the terms of any quotation or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport within mainland UK. Transport charges for Northern Ireland and EU nations will be pre-agreed with the Customer before delivery.
- 5.7 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Customer shall be additionally liable to pay to the Supplier.
- 5.8 For EU sales Customer value added tax number and related documents must be provided to avail of any value added tax exempt coding.



Finest Quality Foods from the Far East

6. Credit Accounts

- 6.1 The Customer may apply for a Credit Account with the Supplier which shall enable the Customer to pay for the Goods after their supply to the Customer, subject to these Terms and Conditions and to the Credit Account Terms and Conditions.
- 6.2 The Supplier shall assess the Customer's eligibility for a Credit Account taking action including, but not limited to, obtaining reports from Credit Reference Agencies.
- 6.3 The Customer may purchase goods from the Supplier prior to the setting up of a Credit Account, however no credit shall be extended to the Customer by the Supplier unless and until the Credit Account has been set up.
- 6.4 The Credit Account shall be subject to a credit limit which shall not be exceeded, subject to any express written agreement to the contrary from the Supplier.
- 6.5 The Supplier shall monitor and record the Customer's use of the Credit Account and their payment performance. Any and all records kept may be made available to credit referencing agencies who may, in turn, share that information with other businesses for the assessment of credit applications and in the prevention of fraud.

7. Payment

- 7.1 Payment shall be made in accordance with these Terms and Conditions and with the Credit Account Terms and Conditions (where relevant).
- 7.2 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.
- 7.3 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction credit or set off) within thirty (30) days of the date of the Supplier's invoice or otherwise in accordance with such credit term as may have been agreed in writing between the Customer and the Supplier in respect of the Contract.
- 7.4 Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 7.5 All payments shall be made to the Supplier as indicated in the invoice issued by the Supplier.
- 7.6 The Supplier is not obliged to accept orders from any Customer who has not supplied the Supplier with references satisfactory to the Supplier; if at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods will be delivered to the Customer other than against cash payment and notwithstanding sub-Clauses 7.3 and 7.4 of these Terms and Conditions, all amounts owing by the Customer to the Supplier shall be immediately

Page 5 of 14



Finest Quality Foods from the Far East

payable in Cash.

8. Delivery

- 8.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the location in the United Kingdom or EU Country specified in the Customer's order and/or the Supplier's acceptance as the location to which the Goods are to be delivered by the Supplier or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
- 8.2 A shortage or surplus of up to 5 percent in the quantity of Goods delivered and charged pro rata shall be deemed to be execution of the order.
- 8.3 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 8.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 8.5 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on the Delivery Date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provision of sub-Clause 11.1 of these Terms and Conditions risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
- 8.6 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the order, quotation, specification schedule or accepted order provide the Services expressly identified in the order quotation, specification schedule or accepted order.

9. Non-Delivery

If the Supplier fails to deliver the Goods or any part of them on the Delivery Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:

- 9.1 if the Supplier delivers the Goods at any time thereafter the Supplier shall have no liability in respect of such late delivery;
- 9.2 if the Customer gives written notice to the Supplier within five (5) Business Days after the Delivery Date and the Supplier fails to deliver the Goods within ten (10) Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.



Finest Quality Foods from the Far East

10. Inspection/Shortage

- 10.1 The Customer is under a sole duty to inspect all the Goods on delivery or on collection as the case may be.
- 10.2 Where the Goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined" and the Customer must inspect the Goods soon after.
- 10.3 The Supplier shall be under no liability for any damage or shortages that would be apparent on reasonable, careful inspection if the terms of this Clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the Supplier within three (3) days of delivery detailing the alleged damage or shortage.
- 10.4 In all cases where defects or shortages are complained of the Supplier shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Supplier before any use is made thereof or any alteration or modification is made thereto by the Customer.
- 10.5 HD CCTV will be used to demonstrate how Goods were arranged on the pallet and in what condition the pallet was loaded as the Goods left our site. It will be deemed that the Goods arrived in a similar or fit state unless photographic proof, at time of delivery, can be provided showing the condition of the pallet or Goods.
- 10.6 Subject to the provisions of sub-Clauses 10.3, 10.4 and 10.5, the Supplier shall make good any shortage in the Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, otherwise the Company shall be under no liability whatsoever arising from such shortage or damage.

11. Risk and Retention of Title

- 11.1 Risk of damage to or loss of the Goods shall pass to the Customer:
 - 11.1.1 in the case of Goods to be delivered at the Supplier's premises, at the time when the Supplier notifies the Customer that the Goods are available for collection; or
 - 11.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.
- 11.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 11.3 Sub-Clause 11.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.



Finest Quality Foods from the Far East

- 11.4 Until payment has been made to the Supplier in accordance with these Terms and Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 11.5 In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Supplier's behalf are identified as such.
- 11.6 If the Goods are manufactured into another form or are used in the process of manufacturing other goods, the Supplier shall acquire legal and beneficial title to the resulting goods, or a proportion of the title equal to the contribution made to the resulting goods by the Goods.
- 11.7 The Supplier may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.
- 11.8 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become immediately due and payable.
- 11.9 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 11.4.
- 11.10 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
- 11.10.1 The Customer commits or permits any material breach of his obligations under these Terms and Conditions;
- 11.10.2 The Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors;
- 11.10.3 The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 11.10.4 The Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1



Finest Quality Foods from the Far East

of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

12. Assignment

- 12.1 The Supplier may assign the Contract or any part of it to any person, firm or company.
- 12.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

13. Defective Goods

- 13.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within three (3) business days of such delivery, the Supplier shall at its option:
 - 13.1.1 replace the defective Goods within fifteen (15) business days of receiving the Customer's notice; or
 - 13.1.2 refund to the Customer the price for the goods which are defective;but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice is not given by the Customer as aforesaid.
- 13.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
- 13.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Goods without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 13.4 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.5 Where the Customer purchases the Goods as a consumer, the statutory rights of the Customer shall not be affected by these Terms and Conditions.
- 13.6 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms and Conditions, the Supplier shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the



Finest Quality Foods from the Far East

express terms of the Contract, for any direct or consequential loss or damage sustained by the Customer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer.

- 13.7 The Customer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

14. Customer's Default

- 14.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- 14.1.1 cancel the order or suspend any further deliveries to the Customer;
 - 14.1.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
 - 14.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of five (5) percent per annum above the Suppliers Bankers base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 14.2 This condition applies if:
- 14.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
 - 14.2.2 the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
 - 14.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
 - 14.2.4 the Customer ceases, or threatens to cease, to carry on business; or
 - 14.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 14.3 If sub-Clause 14.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer. If the Goods have been delivered but not paid for the price shall become



Finest Quality Foods from the Far East

immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. **Limitation of Liability**

- 15.1 Subject to Clauses 8, 9 and 13, the following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 15.1.1 any breach of these Terms and Conditions;
- 15.1.2 any use made (including but not limited to modifications) or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
- 15.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.2 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods.
- 15.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these Terms and Conditions and from the Contract.
- 15.4 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
- 15.4.1 for death or personal injury caused by the Supplier's negligence;
- 15.4.2 for fraud or fraudulent misrepresentation; or
- 15.4.3 for any other matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability.
- 15.5 Subject to sub-Clauses 15.2 and 15.3:
- 15.5.1 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the contract price; and
- 15.5.2 the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

16. **Confidentiality, Publications and Endorsements**

- 16.1 Each Party undertakes that, except as provided by sub-Clause 16.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the



Finest Quality Foods from the Far East

Contract and 5 years after its termination:

- 16.1.1 keep confidential all Confidential Information;
- 16.1.2 not disclose any Confidential Information to any other person;
- 16.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;
- 16.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 16.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 16.1.1 to 16.1.4 above.

16.2 Either Party may:

- 16.2.1 disclose any Confidential Information to:
 - 16.2.1.1 any sub-contractor or supplier of that Party;
 - 16.2.1.2 any governmental or other authority or regulatory body; or
 - 16.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 16.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 16, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

16.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

16.3 The provisions of this Clause 16 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

17. Communications

- 17.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 17.2 Notices shall be deemed to have been duly given:
 - 17.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or



Finest Quality Foods from the Far East

17.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

17.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

17.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

17.3 All notices under this Agreement shall be addressed to the most recent trading or registered company address, e-mail address, or facsimile number notified to the other Party.

18. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

19. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

20. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

21. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. **Law and Jurisdiction**

22.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

22.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and



Finest Quality Foods from the Far East

obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.