

The customer's attention is drawn in particular to the provisions of clause 15.

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 19.6.

Contract: the contract between Uren and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from Uren.

Customer Nominated Product: means Goods that are not sourced by Uren but which at the request of the Customer Uren has agreed to purchase from Uren thereof and supply to the Customer.

Food: means any food or beverage.

Force Majeure Event: has the meaning given in clause 18.

Goods: means any Food and/or the goods (or any part of them) set out in the Order.

Nominated and Sourced Product Form: means the Nominated and Sourced Product Form of Uren from time to time.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of Uren's quotation, or overleaf, as the case may be.

Sourced Product: means a Product that has been sourced by Uren to fulfil a specific requirement of the Customer and which is not one of Uren's listed goods.

Specification: any specification for the Goods, that is agreed by the Customer and Uren.

Uren: UREN FOOD GROUP LIMITED (registered in England and Wales with Uren number 00517333).

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when Uren issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Uren which is not set out in the Contract.
- 2.5 Any samples, descriptive matter, or advertising produced by Uren and any descriptions or illustrations contained in Uren's catalogues or brochures are produced

for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

- 2.6 A quotation for the Goods given by Uren shall not constitute an offer. A quotation shall only be valid for a period of 1 Business Day from its date of issue unless specified otherwise in writing.

3. SUPPLIERS OF PRODUCT

- 3.1 Where any Order is for an ongoing supply of Goods, the Customer shall give Uren:

- (a) not less than five days before the beginning of each month, a forecast of the Products it expects to purchase during the three months following that month; and
- (b) not less than one month before the end of each year, a forecast of the Products it expects to purchase during that year.

- 3.2 Forecasts shall be given in writing or, if given orally, shall be confirmed in writing within two Business Days. The Customer shall act in good faith when forecasting its requirements for Products.

- 3.3 Forecasts provided under this clause 3 shall not constitute Orders.

- 3.4 If Uren anticipates that it will be unable to meet the Customer's forecasted requirements provided in accordance with this clause 3:

- (a) Uren shall inform the Customer in writing as soon as practicable;
- (b) the Customer may at its option agree alternative delivery dates for the relevant Products, or obtain from any other person substitute products for the Products which Uren anticipates it will be unable to supply; and
- (c) substitute products purchased from a third party Uren as a result of Uren anticipating being unable to meet the Customer's forecasted requirements for Products shall for the purposes of clause 2.2 be deemed to have been purchased from Uren at the price paid to the third party Uren.

- 3.5 Uren will use all reasonable efforts to fulfil orders but will not be liable for any loss or damage arising from non-availability of stock.

3.6 Order cancellations will not be accepted, however Uren may at its discretion reschedule delivery to suit the Customer's requirements, dependent upon, but not limited to the product expiry date.

4. ORDER

4.1 Not less than five days before the beginning of each month during the Term, the Customer shall give Uren its Order for that month.

4.2 Each Order shall be deemed to be a separate offer by the Customer to purchase Products on the terms of this agreement, which Uren shall be free to accept or decline at its absolute discretion.

4.3 No Order shall be deemed to be accepted by Uren until it issues an Order Number or (if earlier) Uren notifies the Customer that the Order is ready for collection.

4.4 Each Order shall:

- (a) be given in writing or, if given orally, shall be confirmed in writing within two Business Days;
- (b) specify the type and quantity of Products ordered and the Products' code numbers; and
- (c) unless the parties agree that the Customer may specify the date after placing the Order, specify the date on which the Order is to be ready for collection (Delivery Date) (which shall be at least 5 Business Days after the date of deemed receipt of the Order by Uren). If the Delivery Date is to be specified after the placing of an Order, the Customer shall give Uren reasonable advance notice of the relevant information.

4.5 Uren shall assign an Order Number to each Order it accepts and notify such Order Numbers to the Customer together with the date on which the Order will be ready for collection (Delivery Date). Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order.

4.6 The Customer may at any time prior to the Delivery Date OR within three days of placing an Order amend or cancel an Order by written notice to Uren. If the Customer amends or cancels an Order, its liability to Uren shall be limited to payment to Uren of all costs reasonably incurred by Uren in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation, except that

where the amendment or cancellation results from Uren's failure to comply with its obligations under this agreement the Customer shall have no liability to Uren in respect of it.

5. GOODS

5.1 The Goods will be described in the Specification.

5.2 Uren reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. DELIVERY

6.1 Uren shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Uren reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(b) if Uren requires the Customer to return any packaging materials to Uren, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Uren shall reasonably request. Returns of packaging materials shall be at Uren's expense.

6.2 Uren shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after Uren notifies the Customer that the Goods are ready or The Customer shall collect the Goods from Uren's premises or such other location as may be advised by Uren prior to delivery within 2 Business Days of Uren notifying the Customer that the Goods are ready, (**Delivery Location**).

6.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location or on the completion of loading of the Goods at the Delivery Location.

6.4 The time of delivery is not of the essence unless the Customer specifically advises Uren to the Company via the course of any Order (or subsequently). Uren shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure

Event or the Customer's failure to provide Uren with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 6.5 The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for the loading and unloading of the Goods.
- 6.6 Uren may deliver the Goods by separate instalments. Each separate delivery shall be invoiced and paid for in accordance with the provisions of the Contract.
- 6.7 Each delivery shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall enable the Customer to repudiate or cancel any other Contract or instalment.
- 6.8 If Uren fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Uren shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Uren with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.9 If the Customer fails to take or accept delivery of the Goods then, except where such failure or delay is caused by a Force Majeure Event or Uren's failure to comply with its obligations under the Contract:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Uren notified the Customer that the Goods were ready; and
 - (b) Uren shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 6.10 If 10 Business Days after the day on which Uren notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, Uren may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

- 6.11 The Customer shall not be entitled to reject the Goods if Uren delivers up to and including 10% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

7. Non-Delivery

- 7.1 Uren shall not be liable for any non-delivery of Goods unless the Customer given written notice to Uren of the non-delivery within 2 Business Days of the date when the Goods would in the ordinary course of events have been received.
- 7.2 Any liability of Uren for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro-rata Contract rate against any invoice raised for such Goods.

8. QUALITY

- 8.1 Uren warrants that on delivery the Goods shall:
- (a) conform with the Specification; and
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (c) be fit for any purpose held out by Uren.
- 8.2 Subject to clause 8.3, if:
- (a) the Customer gives notice in writing to Uren within 5 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.1;
 - (b) Uren is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by Uren) returns such Goods to Uren's place of business at the Customer's cost,
- Uren shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.
- 8.3 Uren shall not be liable for Goods' failure to comply with the warranty set out in clause 8.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 8.2;
- (b) the defect arises because the Customer failed to follow Uren's oral or written instructions as to the storage, commissioning and use of the Goods or (if there are none) good trade practice regarding the same; or
- (c) the defect arises as a result of, wilful damage, negligence, or abnormal storage.

8.4 Except as provided in this clause 8, Uren shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 8.1.

8.5 Subject to Condition 8.2 and Condition 8.3 if any of the Goods do not conform with any of the warranties in Condition 8.1 Uren shall at its option replace such Goods (or the defective part) or refund the price of such Goods on at the pro-rata Contract rate provided that, if Uren so requests, the Customer shall return the Goods or the part of such Goods which is defective to Uren.

8.6 If Uren complies with Condition 8.5 it shall have no further liability for a breach of any of the warranties in Condition 8.1 in respect of such Goods.

8.7 Uren shall be under no liability for any of the warranties set out in Condition 6.1 if the total price for the Goods has not been paid by the due date.

9. TITLE AND RISK

9.1 The risk in the Goods shall pass to the Customer on completion of Delivery.

9.2 Title to the Goods shall not pass to the Customer until Uren receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment.

9.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Uren's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify Uren immediately if it becomes subject to any of the events listed in clause 14.2; and
- (e) give Uren such information relating to the Goods as Uren may require from time to time.

9.4 Subject to clause 9.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Uren receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as Uren's agent; and
- (b) title to the Goods shall pass from Uren to the Customer immediately before the time at which resale by the Customer occurs.

9.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.2, then, without limiting any other right or remedy Uren may have:

- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- (b) Uren may at any time:
 - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

10. WARRANTIES

10.1 Uren warrants that all Food and Goods (with the exception of Customer Nominated Products in respect of which Uren complete responsibility is set out in Condition 11) shall comply with the Food Safety Act 1990 and all relevant UK legislation from time to time in force.

11. PRICE AND PAYMENT

- 11.1 The price of the Goods shall be the price set out in the Order.
- 11.2 The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from Uren, pay to Uren such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 11.3 Uren may reserve the right to charge the costs of plastic pallets and returnable containers to the Customer in addition to the price of the Goods, but full credit will be given to the Customer provided they are returned undamaged to Uren.
- 11.4 Uren shall be entitled to invoice the Customer for the price of the Goods on or at any time after the dispatch date of the Goods unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods to which event Uren shall be entitled to invoice the Customer for the price at any time after Uren has notified the Customer that the Goods are ready for collection or (as the case may be) Uren has tendered the delivery of the Goods.
- 11.5 Uren shall be entitled to invoice the Customer and require payment for each Order and any time after it accepts such Order. Each invoice shall quote the relevant Order number.
- 11.6 The Customer shall pay the invoice in full and in cleared funds on receipt. Payment shall be made to the bank account nominated in writing by Uren. Time of payment is of the essence.
- 11.7 If the Customer fails to make any payment due to Uren under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2.5% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 11.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Uren may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Uren to the Customer.

- 11.9 Notwithstanding clause 10.10 if the Customer fails to make any payments on the due date then, without prejudice to any other right or remedy available to Uren, Uren shall be entitled to:-
- (a) Cancel the Contract or suspend any further deliveries to the Customer; and
 - (b) appropriate any payment made by the Customer to such of the Goods for the goods supplied under any other contract between the Customer and Uren as Uren may think fit (notwithstanding any purported appropriation by the Customer).
- 11.10 Uren may pass on to the Customer any imposition of or increase in:
- (a) any tax;
 - (b) levy;
 - (c) tariff;
 - (d) duty; or
 - (e) increase in the cost of base goods or raw materials,
- at any time on reasonable written notice to the Customer, and the price of the Goods shall be deemed to be increased accordingly

12. CUSTOMER NOMINATED PRODUCTS

In the event that any of the Goods to be supplied under the Contract are Customer Nominated Products, the Customer shall be required to complete a Nominated and Sourced Product Form and the following additional provisions shall apply:

- 12.1 The Customer shall be responsible for agreeing directly with Uren's Customer Nominated Products all matters concerned Customer Nominated Products including the specification and delivery conditions. Uren shall have no responsibility for the selection of any Uren of Customer Nominated Products or for their performance. The Customer shall provide Uren with full details of all Uren's Customer Nominated Products in order for Uren to fulfil its obligations under the Contract.
- 12.2 Uren shall purchase Customer Nominated Products from Uren's at the price agreed with Uren by the Customer and on the basis of Uren's terms and conditions of purchase from time to time in force. The Customer shall provide Uren with a price

file for each Uren of a Customer Nominated Product showing the relevant cost. Any variation to the cost price of Customer Nominated Products will only be accepted by Uren on submission of any agreed price change form from the Customer and with a minimum of 14 days notice.

- 12.3 Uren shall agree an on-cost charge with the Customer in respect of the stocking and delivery of the Customer Nominated Products.
- 12.4 Unless otherwise agreed, Uren shall arrange for Customer Nominated Products to be delivered into its depots for onward delivery by Uren to the Customer. Upon delivery of Customer Nominated Products into its depots Uren shall check such Foods for obvious external damage and shall reject any such Foods which are clearly damaged and appropriate charges may be made to Uren. Uren shall not be obliged to carry out any other checks or quality control inspections in relation to Customer Nominated Products and Customer Nominated Products are sold by Uren to the Customer on this basis.
- 12.5 Uren acknowledges and agrees that the inability of Uren to perform any part of the Contract by reason of the performance deficiencies of any or all of Urens of Customer Nominated Products shall not be deemed to be a material breach of the Contract by Uren and to the extent that it is able according to law the Customer will pursue its remedies directly against the defaulting Uren of the Customer Nominated Product. The Customer's remedies against Uren in such circumstances shall in any event be limited to the remedies which Uren reasonably has against the defaulting Uren of the Customer Nominated Product.
- 12.6 Uren shall not be responsible for any costs resulting from shelf life expiry, waste, discontinuance of stock or unordered stock of Customer Nominated Products. In any of these events, Uren may charge the Customer the full selling price of such Customer Nominated Products in addition to any disposal or return costs.

13. SOURCED PRODUCTS

In the event that any of the Goods to be supplied under the Contract are Sourced Products, the Customer shall be required to complete a Nominated and Sourced Product Form and the following additional provisions will apply:

- 13.1 Uren shall agree with Uren of Sourced Products all matters concerning Sourced Products, including the specification, which shall be based on the requirements of the Customer.

- 13.2 Uren shall purchase Sourced Products from Uren at the cost price agreed between it and Uren of the Sourced Products. Uren shall agree the selling price of the Sourced Products with the Customer and shall notify the Customer of any cost price increases imposed on it by Uren of the Sourced Products, which shall result in an increase in the selling price to the Customer.
- 13.3 Uren shall not be responsible for any costs resulting from shelf life expiry, waste, discontinuance of stock or unordered stock of the Sourced Products. In any of these events, Uren may charge the Customer the full selling price of such Sourced Products in addition to any disposal or return costs.

14. TERMINATION AND SUSPENSION

- 14.1 If the Customer becomes subject to any of the events listed in clause 14.2, Uren may terminate the Contract with immediate effect by giving written notice to the Customer.
- 14.2 For the purposes of clause 14.1, the relevant events are:
- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a Uren or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a Uren) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - (c) (being a Uren) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

- (d) (being a Uren) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - (e) (being a Uren) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - (f) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - (g) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (h) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(a) to clause 14.2(f) (inclusive);
 - (i) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and
 - (j) the Customer's financial position deteriorates to such an extent that in Uren's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.3 Without limiting its other rights or remedies, Uren may suspend provision of the Goods under the Contract or any other contract between the Customer and Uren if the Customer becomes subject to any of the events listed in clause 14.2(a) to clause 14.2(j), or Uren reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.4 On termination of the Contract for any reason the Customer shall immediately pay to Uren all of Uren's outstanding unpaid invoices and interest.
- 14.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

14.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15. LIMITATION OF LIABILITY

15.1 This clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of their representative, employees, agents or subcontractors) to each other in respect of:-

- (a) Any breach of this agreement howsoever arising;
- (b) Any use made or resale of the Goods by the Customer, or any product incorporating any of the Goods; or
- (c) Any representation statement or act or omission arising under this agreement.

15.2 Nothing in these Conditions shall limit or exclude Uren's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for Uren to exclude or restrict liability.

15.3 Subject to clause 15.1:

- (a) Uren shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract including for the avoidance of doubt:-
 - (i) loss of profit; or
 - (ii) loss of goodwill; or
 - (iii) loss of business; or

- (iv) loss of business opportunity; or
- (v) loss of anticipated saving; or
- (vi) loss or corruption of data or information;
- (vii) special, indirect or consequential damage; or
- (viii) suffered by the other party that arises under or in connection with this agreement.

(b) Uren's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed maximum amount of Uren's product liability insurance from time to time (details of which are available to the Customer upon request).

15.4 Uren shall not be liable to the Customer for loss of profit, loss of business or depletion of goodwill 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 Uren of Goods under the Contract, their use or resale by the Customer.

16. EXPORT TERMS

16.1 In this Clause 16 "Incoterms" means the international rules for the interpretation of trade terms at the International Chamber of Commerce as in force as 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 provision of Incoterms shall have the same meaning in this Clause, but if there is any conflict between the provisions of Incoterms and this Clause, the latter shall prevail.

16.2 Where the Goods are supplied for export from the United Kingdom, the provisions of Clause 16 shall (subject to any special terms agreed in writing between the Customer and Uren) apply notwithstanding any other provisions of this Clause.

16.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

16.4 Unless otherwise agreed in writing between the Customer and Uren the goods shall be delivered ex-works.

16.5 Uren shall supply a Certificate of Analysis and the Customer shall be responsible for any additional testing and inspection of the Goods at Uren's expense before shipment. Uren shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

17. HEALTH AND SAFETY

17.1 Uren will make available material safety data sheets and such other information in respect of the Goods supplied on request.

18. FORCE MAJEURE

Uren shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of Uren's or subcontractors.

19. GENERAL

19.1 Assignment and other dealings.

- (a) Uren may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Uren.

19.2 **Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a Uren) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19.3 **Severance.**

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right

or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 19.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 19.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Uren.
- 19.7 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 19.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).