

Deeside Cereals I Ltd

Terms and Conditions of Sale

The customer's attention is drawn in particular to the provisions of clause 10.

1. INTERPRETATION

1.1. Definitions:

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 13.3.

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

Customer: the person who purchases the Goods from Deeside Cereals.

Deeside Cereals: Deeside Cereals I Ltd, a private limited company incorporated in England and Wales with company number 01246878.

Deeside Cereals Premises: Fourth Avenue, Deeside Industrial Park, Deeside, Flintshire, CH5 2NR.

Delivery Location: Deeside Cereals Premises or such other location as agreed in writing by an authorised representative of Deeside Cereals.

EDI: Electronic Data Interchange.

Force Majeure Event: means any event beyond Deeside Cereals' 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, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors or the inability or delay in obtaining supplies of adequate or suitable raw materials or packaging.

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

Incoterm: one of the standardised set of international commercial terms, governed and published by the International Chamber of Commerce (ICC), and known as the International Rules for the Interpretation of Trade Terms ("Incoterms®").

Order: the Customer's order for goods from Deeside Cereals, as set out in the Customer's order form or in the Customer's written acceptance of Deeside Cereals' quotation or by EDI or otherwise, as the case may be.

Specification: Deeside Cereals' technical specification sheet for the Goods or, if an alternate specification is submitted by the Customer and agreed in writing by an authorised representative of Deeside Cereals, such alternative specification.

1.2. Interpretation:

(a) 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.

(b) 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.

(c) a reference to **writing** or **written** includes emails and, where expressly stated, EDI.

(d) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

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 are complete and accurate.

2.3. The Order shall only be deemed to be accepted when Deeside Cereals issues a written acceptance of the Order, or, if earlier, when Deeside Cereals delivers the Goods to the Customer, at which point the Contract shall come into existence.

2.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5. Any samples, descriptive matter or advertising produced by Deeside Cereals and any descriptions or illustrations contained in Deeside Cereals' catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6. A quotation for goods given by Deeside Cereals shall not constitute an offer. A quotation shall only be valid for a period of 5 Business Days from its date of issue and may be withdrawn by Deeside Cereals at any time.

3. GOODS AND SPECIFICATION

3.1. The Customer shall not alter, remove, conceal or otherwise interfere with any marking, or other identification, or source of origin or product information placed by Deeside Cereals on the Goods or on the labelling or packaging of the Goods

3.2. Deeside Cereals reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

3.3. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Deeside Cereals against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Deeside Cereals in connection with any claim made against Deeside Cereals for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Deeside Cereals' use of the Specification. This clause 3.3 shall survive termination of the Contract.

4. DELIVERY

4.1. Deeside Cereals shall deliver the Goods to the Delivery Location.

4.2. Subject to clause 4.4, where the Delivery Location is Deeside Cereals' Premises or such other premises at which the Goods are stored by or on behalf of Deeside Cereals:

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- (a) delivery of the Goods shall be completed upon commencement of the loading of the Goods at the Delivery Location; and
- (b) the Customer shall provide at the Delivery Location (at its own cost and expense) adequate equipment and personnel for loading the Goods.
- 4.3. Subject to clause 4.4, where the Delivery Location is not Deeside Cereals' Premises or such other premises at which the Goods are stored by or on behalf of Deeside Cereals:
- (a) delivery of the Goods shall be completed:
- (i) unless an authorised representative of Deeside Cereals has agreed in writing that Deeside Cereals shall be responsible for unloading the Goods at the Delivery Location, by making the Goods available for unloading at the Delivery Location; or
- (ii) if an authorised representative of Deeside Cereals has agreed in writing that Deeside Cereals shall be responsible for unloading the Goods at the Delivery Location, on the completion of the unloading of the Goods at the Delivery Location.
- (b) Unless an authorised representative of Deeside Cereals has agreed in writing that Deeside Cereals shall be responsible for unloading the Goods at the Delivery Location, the Customer shall provide at the Delivery Location (at its own cost and expense) adequate equipment and personnel for unloading the Goods.
- 4.4. In the event that Deeside Cereals specifies that a specific Incoterm shall apply, then delivery of the Goods shall be made, and risk in the Goods shall pass, in accordance with such Incoterm.
- 4.5. The Customer shall be responsible at its own cost for complying with all export and import legislation, regulation and controls, including obtaining export and import licences, and paying all applicable duties, and for obtaining all other consents required to deliver the Goods and within sufficient time to allow delivery of the Goods to take place in accordance with the Contract.
- 4.6. If the Customer requests delivery in any other manner than that set out in clause 4.2, then any difference in price shall be payable by the Customer.
- 4.7. Deeside Cereals shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note that shows the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if Deeside Cereals requires the Customer to return any packaging materials to Deeside Cereals, that fact is clearly stated on the delivery note.
- (c) The Customer shall, if required by Deeside Cereals, make any such packaging materials available for collection at such times as Deeside Cereals shall reasonably request.
- (d) The quantity of any consignment of Goods as recorded by Deeside Cereals or its nominee shall be deemed to be the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence to the contrary.
- 4.8. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 4.9. Deeside Cereals shall not be liable for any:
- (a) delay in delivery of the Goods; or
- (b) failure to deliver the Goods, to the extent that it is caused by a Force Majeure Event or the Customer's failure to provide Deeside Cereals with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.10. If Deeside Cereals 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.
- 4.11. If the Customer fails to take delivery of the Goods within five Business Days of Deeside Cereals notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Deeside Cereals' 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 fifth Business Day after the day on which Deeside Cereals notified the Customer that the Goods were ready; and
- (b) Deeside Cereals may store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.12. If ten Business Days after the day on which Deeside Cereals notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Deeside Cereals may, without prejudice to its rights under clause 4.13(b), resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.13. If Deeside Cereals delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.
- 4.14. Deeside Cereals may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5. QUALITY**
- 5.1. Deeside Cereals warrants that on delivery, and up to and including any sell by date printed on the packaging of the Goods ('**Warranty Period**') the Goods shall:
- (a) conform in all material respects with their description and the Specification; and
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2. Subject to clause 5.3, if:
- (a) the Customer gives notice in writing to Deeside Cereals within:
- (i) 3 Business Days of delivery in the case of a defect that is apparent on normal visual inspection (including any defect which is as a result of damage in transit); and
- (ii) in the case of a latent defect, within 3 Business Days of the latent defect having become apparent or should have been apparent,
- that some or all of the Goods do not comply with

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- the warranty set out in clause 5.1; and
- (b) Deeside Cereals is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Deeside Cereals) returns such Goods to Deeside Cereals' place of business at Deeside Cereals' cost,
- Deeside Cereals shall, at its option, replace the defective Goods or refund the price of the defective Goods in full.
- 5.3. Deeside Cereals shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow Deeside Cereals' oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of Deeside Cereals following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of Deeside Cereals;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4. Except as provided in this clause 5, Deeside Cereals shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6. These Conditions shall apply to any repaired or replacement Goods supplied by Deeside Cereals.
- 6. Product Recall Procedure**
- 6.1. The Customer acknowledges and accepts that Deeside Cereals does not have insurance in place to cover any liabilities of Deeside Cereals that may arise as a result of or in connection with the recall or withdrawal of any of the Goods or any product incorporating any of the Goods and that the prices quoted by Deeside Cereals for the Goods reflect the fact that (i) no such insurance is in place; and (ii) in accordance with clause 10.2, Deeside Cereals shall not be liable to the Customer for any costs, losses or expenses suffered or incurred by the Customer as a result of or in connection with the recall or withdrawal of any Goods or any product incorporating any of the Goods.
- 6.2. Either party shall inform the other party immediately upon becoming aware of:
- (a) any defect in the Goods delivered;
- (b) any error or omission in the instructions for the use of the Goods;
- (c) a risk of any incident that may damage the reputation of the other or any of its brands; or
- (d) any order from a competent court of regulatory authority that the Goods to be withdrawn from sale.
- 6.3. Deeside Cereals may require the Customer[at the Customer's own cost] to:
- (a) recall any Goods or any finished products into which the Goods have been incorporated already sold by the Customer to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by the Customer at Deeside Cereals' option); and/or
- (b) issue any notification to its customers about the manner of use, operation or safety of any Goods or finished products already sold by the Customer.
- 6.4. The Customer shall not carry out a product recall of any Goods without Deeside Cereals' prior written consent.
- 6.5. Unless required by law, the Customer shall not publicise in any way any product recall or any other related matter without Deeside Cereals' prior written consent.
- 6.6. If there is a product recall the Customer will use its best endeavours to cooperate with Deeside Cereals to ensure a prompt and effective product recall.
- 6.7. The Customer will enforce their own procedures covering product recall subject to any directions received from Deeside Cereals.
- 6.8. The Customer must retain all batch records and product information pertaining to the recalled Goods and make them available to Deeside Cereals within one Business Day of Deeside Cereals' notification of the need to recall Goods and the Customer shall advise Deeside Cereals of the location of all recalled Goods so that reconciliation may be carried out.
- 6.9. The Customer shall, on request from Deeside Cereals:
- (a) cease delivering or otherwise selling or distributing the recalled Goods;
- (b) provide a sample of the goods to Deeside Cereals, along with any supporting evidence; and
- (c) subject to clause 6.9(b), withdraw, recall or destroy any quantity of the Goods as a result of the failure of the Goods to comply with the provisions of these Conditions, or for any other reason bearing on quality and/or safety of the Goods, and the Customer shall comply with Deeside Cereals' Products withdrawal procedures as they may be revised from time to time.
- 6.10. If the Customer fails to immediately withdraw, recall or destroy the Goods as requested by Deeside Cereals, then Deeside Cereals is authorised to take such action as it deems necessary to withdraw recall or destroy the Goods (at the Customer's cost). Such action by Deeside Cereals shall not relieve the Customer of any of its obligations hereunder.
- 6.11. Save to the extent that any withdrawal, recall or destruction of Goods is directly caused by Deeside Cereals' wilful act or omission or negligence, the Customer shall indemnify Deeside Cereals against all Losses arising out of any withdrawal, recall or destruction of the Goods pursuant to this clause 6.
- 7. TITLE AND RISK**
- 7.1. The risk in the Goods, shall pass to the Customer on completion of delivery or deemed delivery in accordance with clause 4.
- 7.2. Title to the Goods shall not pass to the Customer until the earlier of:
- (a) Deeside Cereals receiving payment in full (in cash or cleared funds) for:
- (i) the Goods; and
- (ii) any other goods that Deeside Cereals has

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- supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.
- 7.3. 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 Deeside Cereals' 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 Deeside Cereals immediately if it becomes subject to any of the events listed in clause 9.1; and
- (e) give Deeside Cereals such information relating to the Goods as Deeside Cereals may require from time to time.
- 7.4. Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Deeside Cereals receives payment for the Goods. However, if the Customer resells the Goods before that time:
- (a) it does so as principal and not as Deeside Cereals' agent; and
- (b) title to the Goods shall pass from Deeside Cereals to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.1, then, without limiting any other right or remedy Deeside Cereals 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) Deeside Cereals may at any time:
- (i) require the Customer to deliver up all Goods in its possession that 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.
8. **PRICE AND PAYMENT**
- 8.1. The price of the Goods shall be the price set out in the [Specification], or, if no price is quoted, the price set out in Deeside Cereals' price list in force as at the date of delivery.
- 8.2. Deeside Cereals may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond Deeside Cereals' control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give Deeside Cereals adequate or accurate information or instructions.
- 8.3. The price of the Goods:
- (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Deeside Cereals at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 8.4. Unless otherwise agreed with Deeside Cereals, the Customer shall pay each invoice in full and in cleared funds within 10 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Deeside Cereals. Time for payment is of the essence.
- 8.5. If the Customer fails to make any payment due to Deeside Cereals under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at a rate equal to 6% per annum above National Westminster Bank'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.
- 8.6. 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). Deeside Cereals 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 Deeside Cereals to the Customer.
9. **TERMINATION**
- 9.1. Without limiting its other rights or remedies, Deeside Cereals may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to

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- such an extent that in Deeside Cereals' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.2. Without limiting its other rights or remedies, Deeside Cereals may suspend provision of the Goods under the Contract or any other contract between the Customer and Deeside Cereals if the Customer becomes subject to any of the events listed in clause 9.1, or if Deeside Cereals 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.
- 9.3. Without limiting its other rights or remedies, Deeside Cereals may terminate:
- (a) the Contract and/or
 - (b) any other contract between Deeside Cereals and the Customer,
- with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.4. On termination of the Contract for any reason the Customer shall immediately pay to Deeside Cereals all of Deeside Cereals' outstanding unpaid invoices and interest.
- 9.5. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 9.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 10. LIMITATION OF LIABILITY**
- 10.1. Nothing in these Conditions shall limit or exclude Deeside Cereals' 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; or
 - (d) any matter in respect of which it would be unlawful for Deeside Cereals to exclude or restrict liability.
- 10.2. Subject to clause 10.1, Deeside Cereals shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- (a) costs or expenses of any withdrawal, recall, or destruction of any goods;
 - (b) loss of profit;
 - (c) loss of revenue;
 - (d) loss of goodwill;
 - (e) loss of business;
 - (f) loss of business opportunity;
 - (g) loss of anticipated saving; or
 - (h) special, indirect or consequential loss, arising under or in connection with the Contract.
- 10.3. Subject always to clause 10.1, clause 10.2, clauses 5.3 to clause 5.6 (inclusive), Deeside Cereals' 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), restitution, breach of statutory duty, misrepresentation or otherwise, shall in no circumstances exceed a sum equal to the greater of:
- (a) the price of the Goods; and
 - (b) the insurance cover effected by Deeside Cereals and actually available to meet the claim in question.
- 10.4. Without prejudice to clauses 10.1 to 10.3 (inclusive), clauses 5.3 to clause 5.6 (inclusive), Deeside Cereals shall not be liable to the Customer in connection with the Goods, whether such liability arises under the Contract or otherwise, unless:
- (a) adequate details of the basis of the claim are given in writing to Deeside Cereals within 20 Business Days of delivery of the Goods; and
 - (b) a claim is commenced (meaning a claim form is issued and served on Deeside Cereals) before the expiry of:
 - (i) 9 months in respect of Goods that have been exported; and
 - (ii) 18 months in respect of Goods that have not been exported,following the date on which the cause of action arose.
- 10.5. This clause 10 shall survive termination of the Contract.
- 11. FORCE MAJEURE**
- Deeside Cereals shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.
- 12. CONSUMER COMPLAINTS**
- The Customer shall provide Deeside Cereals with details of any consumer complaints in relation to the Goods.
- 13. GENERAL**
- 13.1. Assignment and other dealings.**
- (a) Deeside Cereals 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 Deeside Cereals.
- 13.2. Entire agreement.**
- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 13.3. Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.4. Waiver.** No failure or delay by a party to exercise any right or

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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.

13.5. **Severance.** 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.

13.6. **Notices**

(a) Any notice 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 company) 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, or commercial courier.

(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 13.6 (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.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.7. **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

13.8. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

13.9. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.