



CONDITIONS OF SALE OF GOODS

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 5 AND OTHER CLAUSES HIGHLIGHTED IN BOLD TEXT

In these Conditions of Sale, the following words shall have the following meanings:

"Contract" means an agreement between H&A and the Customer for the sale and purchase of Goods and/ or Services.

"Customer" means the company, firm, body or person detailed in the Customer Account Application Form.

"Customer Application Form" means the H&A account opening form from time to time.

"Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and thereafter (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

"Delivery" means (i) the delivery of the Goods by H&A; (ii) direct delivery by a supplier of H&A or other third party; (iii) collection of the Goods by or on behalf the Customer and 'Delivered' shall be interpreted accordingly.

"Goods" means the finished products, produced by H&A which are the subject matter of the Contract.

"H&A" means H&A Prestige Bottling Limited (company no. 01762466) whose registered office is at The Winery, Ackhurst Road, Ackhurst Business Park, Chorley, Preston, PR7 1NH and any related or associated company through whom the Goods and/or Services are provided.

"Order" means the Customer's purchase order in respect of the Goods whether it be a telephone order or otherwise.

"Raw Materials" means any materials used in the production of the Goods, which are the subject matter of the Contract.

"Services" means any services to be provided to the Customer by H&A as set out in the Order and agreed by H&A or as otherwise agreed between the parties in writing.

"Specification" means the technical or other description (whether as to quantity, quality, price, size, or otherwise) of the Goods shown or referred to in the Contract and any performance schedule and/or other characteristic and details contained or referred to therein or prepared in accordance therewith or as otherwise agreed between the parties in writing.

1. GENERAL

1.1 H&A's quotations are not binding on H&A and the Contract will only come into being upon acceptance by H&A of the Order or (if earlier) the Delivery of the Goods, or the commencement of the provision of the Services to the Customer, and the following conditions shall be deemed to be incorporated in the Contract to the exclusions of all other terms.

1.2 All Orders shall be deemed to be an offer by the Customer to purchase Goods or Services subject to these Conditions of Sale as amended by H&A from time to time and acceptance by H&A of the Order shall be deemed conclusive evidence of the Customer's acceptance of these Conditions of Sale. Under no circumstances is H&A obliged to accept an Order.

1.3 Each Order will form part of the Contract subject to these Conditions of Sale. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Customer shall have no effect. No terms or conditions submitted by the Customer to H&A, irrespective of their date, shall prevail over these Conditions of Sale. Any variation of the Contract must be confirmed in writing by an authorised representative of H&A.

1.4 The Customer acknowledges that no agent and/or employee of H&A has authority to make any representations or, to give any guarantee or warranty on behalf of H&A concerning any Goods or Services provided by H&A unless confirmed in writing by a senior manager of H&A. In entering into a Contract with H&A the Customer acknowledges that it does not rely on and waives any claim for breach of any such representation warranty or guarantee which are not confirmed in writing.

1.5 The Customer is responsible to H&A for ensuring the accuracy of the terms of the Order (including but not exclusively any relevant Specification) and for providing to H&A any necessary information concerning the Goods within a sufficient time to enable H&A to perform the Contract. All offers are subject to market fluctuations and availability of Raw Materials.

1.6 Where relevant if Goods are to be supplied from stock, such supply is subject to availability of stocks when the Order is picked.

1.7 These conditions apply to Services in the same way as they apply to Goods.

1.8 H&A need not acknowledge receipt of an Order from the Customer, and may execute any order without further reference to the Customer.

1.9 Clause headings will not affect the construction of these Conditions.

2. PRICES

2.1 The price payable for the Goods is as agreed by H&A and the Customer in writing. H&A may increase prices for Goods (i) at any time to reflect any increase in duty or vat or other regulatory charges, (ii) and from time to time upon giving the Customer 14 days prior notice (such notice including some reasonable justification for the price increase) of such price increase. After expiry of 14 days' notice the price (as varied) shall be binding on the Customer and shall not give the Customer any option of cancellation or re-negotiation.

2.2 Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and, unless otherwise stated, the price may, at H&A's sole discretion, be subject to revision up or down if any different rate of exchange is ruling at the date of invoice.

3. TERMS OF PAYMENT

3.1 All Prices are net and are in sterling unless otherwise agreed.

3.2 Payment must be made in cleared funds at the time of the Order unless H&A has agreed to give credit in writing and in which case the Customer shall pay the full invoice price in accordance with clause 3.4 below.

3.3 H&A may raise invoices for payment as and when it requires but primarily H&A will raise invoices prior to or on production of the Goods.

3.4 Where credit has been approved and H&A has waived the right to advance payment as per clause 3.2, the Customer shall pay the price of the Goods and/or for the Services (and any costs incurred by H&A pursuant to these Conditions of Sale) without deductions, within 28 days of the date of H&A's invoice, notwithstanding that Delivery may not have taken place or title may not have passed. Each Order is subject to H&A being satisfied as to the Customer's credit status both prior to and during the period of a Contract. The time of payment of invoices shall be of the essence of the contract. All payments shall be made without deduction or set-off. H&A shall be entitled to off-set any amount owed by the Customer to H&A against any amount owed by HIL to the Customer.

3.5 If bespoke materials are required in order to fulfil an Order then H&A shall issue a quotation invoice for the cost of such materials which the Customer shall pay immediately. For the avoidance of doubt, H&A shall not place an order for, or make any payment in respect of, any bespoke materials until such time as the Customer has paid the relevant invoice. The parties acknowledge that the final price of the materials may differ from the price quoted on the quotation invoice. In the event that the final price of the materials is higher, the Customer hereby agrees to pay H&A the balance within 28 days of receiving a request for payment from H&A. In the event that the final price of the materials is lower, H&A hereby agrees to refund the balance to the Customer within 28 days of Delivery of the Goods or Services.

3.6 Failure to pay any invoice in accordance with these Conditions of Sale (including without limitation clauses 3.2 and 3.4) shall entitle H&A to suspend or cancel production and deliveries of Goods and/or the provision of Services without prejudice to any other right H&A may have and to charge the Customer with any consequent and/or resulting costs and losses. Further, the date for Delivery (if any) contained in any Order shall be postponed to the extent to which such suspension continues or deliveries are withheld.

3.7 Unless otherwise expressly agreed, if the contract provides for Delivery of Goods by instalments or for periodical delivery H&A shall be entitled to withhold any and all deliveries and instalments until payment for all

earlier deliveries has been made and the date for Delivery (if any) contained in any quotation shall be postponed to the extent to which such deliveries are withheld.

3.8 In addition to any right of lien given by law H&A shall have a general lien upon all Goods and where relevant Raw Materials to be supplied to the Customer in respect of all sums due from or claims against the Customer.

3.9 Where genuine doubts arise as to a Customer's financial position and/or credit status; or in the case of failure to pay for any Goods or Services or any Delivery or instalment as aforesaid; or where any of the circumstances at clause 9.1.2 arise, H&A reserves the right to: (i) terminate the Contract; (ii) suspend Delivery or performance of any Order or any part or instalment without liability until payment or satisfactory security for payment has been provided; (iii) charge interest on overdue credit accounts, such interest to be calculated on a day-to-day basis on the amounts overdue, at the rate of 4 per cent per annum above the base lending rate of Lloyds TSB Bank Plc as applying from time to time to run from the due date for payment until receipt by H&A of the full amount whether or not after judgment and without prejudice to any other right or remedy of H&A.

4. TITLE TO GOODS

4.1 Title to the Goods (whether separate and identifiable or incorporated in or mixed with other Goods) shall remain with H&A until payment in full has been received by H&A in cleared funds:

4.1.1 for those Goods and/or Services;

4.1.2 for any other goods or services supplied by H&A;

4.1.3 of any other monies due from the Customer to H&A.

4.2 Until title to the Goods passes to the Customer under clause 4.1, the Customer shall keep the Goods separate from other stock and readily identifiable as the property of H&A. In the meantime the Customer may sell the Goods in the ordinary course of business to bona fide third party purchasers without notice of this clause but the Customer must account to H&A for the proceeds thereof pursuant to clause 4.3 below and, in the case where the Goods are in the possession of H&A, the Customer shall immediately inform H&A that such sale has taken place.

4.3 Any resale by the Customer of Goods in which title has not passed to the Customer, shall be made by the Customer as agent and bailee for H&A (but without any right to incur obligations on the part of H&A) whether the Customer sells on its own account or not and:

4.3.1 the Customer shall hold the entire proceeds thereof in trust such proceeds shall be identifiable and not mixed with other monies; or

4.3.2 if the Customer has not received the proceeds of any such sale he will within seven (7) days of H&A's request assign to H&A all rights against the person, body or entity to whom the Customer has supplied the Goods.

4.4 At any time before title to the Goods passes to the Customer (whether or not any payment to H&A is then overdue or the Customer is otherwise in breach of any obligation to H&A), H&A may (without prejudice to any other of its rights):

4.4.1 retake possession of all or any part of the Goods; and

4.4.2 enter any premises where the Goods are stored or where they are reasonably thought to be stored for the purpose of repossessing the Goods, or H&A may authorise others to do so; and

4.4.3 require immediate delivery up to it of all or any part of the Goods,

4.4.4 and in such and any of these events the Customer will cooperate in the identification of H&A's Goods.

4.5 H&A may, at any time, appropriate sums received from the Customer as it thinks fit notwithstanding any purported appropriation by the Customer.

4.6 Each clause and sub-clause of this clause 4 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

5. LIMIT OF RESPONSIBILITY

The Customer's attention is in particular drawn to the provisions of this condition 5.

5.1 Nothing in this clause 5, or otherwise in these Conditions of Sale, excludes or limits the liability of H&A for death or personal injury caused by H&A's negligence or for fraudulent misrepresentation.

5.2 H&A will use reasonable commercial endeavours to bottle and package the Goods using the care and skill expected of a professional bottler. Subject to clause 5.1 and save as otherwise agreed by H&A, H&A excludes all conditions and warranties (express and implied, statutory or otherwise) to the fullest extent permitted in law.

5.3 Subject to clause 5.1, the Customer's remedies in respect of any claim regarding any condition or warranty implied by law or any other claim in respect of the Goods or Services or any workmanship in relation to them (whether or not involving negligence on the part of H&A) shall, in all cases, be limited to (at H&A's discretion): (i) replacement; OR (ii) re-performance; OR; (iii) refund of (i) the agreed bottling fee; and (ii) the reasonable costs incurred by the Customer in relation to the free-issued Raw Materials for the relevant Goods, and then such liability on the part of H&A is CONDITIONAL UPON the Customer having complied with the requirements set out at clause 3 above.

5.4 Subject to clause 5.1, H&A shall not in any circumstances be liable for (i) any loss of profit; (ii) any indirect, special or consequential loss or damage (whether for loss of business, loss of opportunity, loss of management time, depletion of goodwill, or otherwise); (iii) expenses (including unreasonable legal expenses); (iv) other liabilities or claims for consequential compensation whatsoever (and howsoever caused), which (in any of the above cases) arise out of or in connection with the Contract.

5.5 H&A shall not be liable pursuant to clause 5.3 if relevant Goods have been tampered with or have not been handled or stored by the Customer in accordance with good industry practice. Damaged or defective Goods must be promptly made available for inspection by H&A at the Customer's cost.

5.6 A claim in respect of any defect or failure to comply in respect of any Delivery or instalment of any Order or any part of it shall not entitle the Customer to cancel or refuse delivery of or payment for any other Order or Delivery or instalment or any part of the same Order.

5.7 In the unlikely event of Goods being produced by H&A which are not within Specification and are rejected by the Customer, in order to mitigate losses and recover costs of production the Customer will allow H&A to re-label the Goods and/or dispose of them, where practicable, in a market that does not interfere with the Customer's business.

6. MATERIALS AND CONTRACT PACKING

6.1 Any Raw Materials that are unique to the Customer's product ("Unique Materials") will be supplied by the Customer to H&A on a free-issue basis unless otherwise agreed in writing.

6.2 Where H&A agrees to purchase Unique Materials on behalf of the Customer H&A reserves the right to charge the Customer an additional 5% above cost price of the Unique Materials by way of an administration fee. Title to such Unique Materials shall pass to the Customer when the Unique Materials have been paid for in full.

6.3 The Customer permits H&A a wastage allowance of 2% with regard to any free-issued Raw Materials. If a higher % wastage allowance is required H&A will give the Customer prior notice of such requirement.

6.4 At termination or expiry of a Contract, or on any change of Specification, In the event that there are remaining stocks of Unique Materials the Customer will pay H&A for the cost of any Unique Materials the Customer will always give H&A sufficient notice of termination change of Specification or otherwise in order to allow H&A to exhaust stocks of Unique Materials.

6.5 Liquids which are unique to the Customer's product ("Unique Liquids") will be supplied by the Customer to H&A on a free-issue, unless otherwise agreed in writing and in such circumstances the conditions in clause 6.2, 6.3 and 6.4 will apply

6.6 The Customer agrees, warrants and represents that all free-issued goods shall be: (i) free of defect; (ii) of satisfactory quality; (iii) fit for purpose and (iv) comply with other legislative and regulatory requirements from time to time.

6.7 H&A does not accept any responsibility for and/or liability arising out of or relating to: (i) the late delivery of any free-issued Materials; and/or (ii) the quality of any free-issued Materials, by the Customer. The Customer will reimburse H&A for any costs, penalties or similar that it incurs or may incur arising out of relating to: (i) the late delivery of any free-issued materials; and/or (ii) the quality of any free-issued materials, by the Customer.

6.8 If the Customer has supplied H&A with a confidential product formulation or recipe ("Confidential Information") H&A will endeavour to keep secret such Confidential Information and not knowingly divulge details thereof to any third party other than employees of H&A or any associated or related company.

6.9 If H&A creates and/or develops a recipe, formulation or otherwise ("Recipe") for the Customer, the ownership of and the intellectual property rights in such Recipe will belong to and automatically vest in H&A and not the Customer.

6.10 Where the Customer (or a representative or agent thereof) has supplied product formulations, these must be agreed in writing before any production of Goods will be undertaken by H&A. Specifications and process requirements must also be approved and confirmed in writing to H&A by the Customer. H&A will not be held responsible for the technical performance of any such formulation (recipe) and any subsequent product failure will be the responsibility of the Customer unless it can be shown that the failure was a direct result of a material error in the bottling and/or packaging of the product.

6.11 Subject to clause 5.2 H&A shall in no circumstances be responsible for the accuracy of the wording on the labels of the Goods or for ensuring that labels or indeed the Goods meet legal requirements. The Customer warrants and represents that it will seek its own independent advice, as necessary, with regard to the labelling of Goods to be produced by H&A.

6.12 It is the Customer's responsibility to maintain adequate insurance cover for Goods with a reputable insurer whilst such Goods are held at H&A's premises in Chorley, Lancashire. Should the Customer request that H&A insures the Goods for their replacement value; H&A may insure the Goods but at the Customer's cost and subject to the Customer providing sufficient information regarding the value of the Goods to be insured.

6.13 Should any of the Customer's Goods or Raw Material, which are held at H&A's premises and at H&A's risk be damaged or destroyed as a result of H&A's negligence, wilful act or fault then H&A's limit for causes of action brought by Customer in respect of such damaged or destroyed Goods or raw Materials

shall be limited to £100 per tonne. If this limit is not sufficient then Customer shall confirm the level to which it requires its Goods/Raw Materials be insured and shall pay to H&A in advance the relevant increase in H&A's insurance cover. Unless and until any higher limit has been fixed and paid for in accordance with this clause 6.13 H&A's limit for such causes of action shall remain at £100 per tonne.

6.14 Should the Customer fail to pay an amount due to H&A (within 10 working days of receiving notice to do so) and/or should H&A reasonably suspect that a Customer is incapable of paying its invoices H&A may sell or dispose of any Goods and/or Raw Materials in order to satisfy such amount due with any excess amounts recovered being passed to the Customer. Any resulting loss on disposal of the Goods will be invoiced to the Customer who will be liable for such losses incurred.

6.15 H&A has limited warehouse and vat storage space. Accordingly, the Customer must ensure all Goods produced under an Order are removed from H&A's premises within 14 days of notification that the Goods are ready for collection. Thereafter H&A will charge the Customer for storage as follows a minimum of £10.00 per pallet per week or part thereof; and reserves the right to charge an amount for VAT space. In the event that Goods are not collected within 30 days of notice being given, H&A reserves the right to (i) sell the Goods to recover its costs and promptly passing on any excess funds to the Customer; and/or (ii) destroy the Goods at the Customer's cost

6.16 Where a trial production run(s) is requested H&A will charge the Customer for the use of its production facilities at a rate of £500 per hour, in addition to the cost of any Raw Materials used (including Unique Materials and Unique Liquids).

6.17 Where the Goods to be produced for the Customer requires the purchase by H&A of equipment the cost of such equipment must be paid to H&A by the Customer in advance of H&A having to pay for the equipment. Title to equipment will always remain with H&A unless otherwise agreed in writing.

6.18 Where the Goods to be produced for the Customer by H&A require H&A to incur set-up and origination costs ("Origination Costs"), H&A may build the cost of such Origination Costs into the Customer's bottling fee. Where the Customer does not purchase sufficient volumes of Goods from H&A to allow H&A to recover in full all Origination costs, H&A will raise an invoice for the balance of any outstanding Origination Costs which will be promptly paid by the Customer.

6.19 The Customer will place orders in accordance with H&A minimum order requirements from time to time. Should a Customer's Order be for less than the minimum order requirement, H&A will re-charge and the Customer will pay for any increased costs or expenses incurred by H&A in undertaking such shorter production runs.

7.6 The Customer shall comply and shall ensure that the warehouse of receipt complies with s.7 of Notice 197 Excise Goods (Jan 2011) produced by HM Revenue & Customs, as amended from time to time.

7.7 H&A has reporting obligations to Her Majesty's Customs and Excise ("HMRC") and the Customer will provide H&A with all such assistance as is reasonably requested so as to allow H&A to comply with any and all obligations it has to HMRC or any other similar regulatory bodies.

7.8 The Customer hereby represents warrants and undertakes that it complies with all of its statutory and regulatory reporting requirements arising out of or relating to the Goods in particular (but not limited to) any INTRASTAT reporting requirements as required by HMRC .

8. DELIVERY AND COMPLETION DATES

8.1 H&A supplies Goods to Customers on an EX-WORKS basis (INCOTERMS 2010). From time to time upon the request of the Customer H&A may arrange transportation of Goods on the Customer's behalf but at the Customer's cost, the cost of which *will be paid by the Customer to H&A in accordance with payment terms detailed in Clause 3.4.*

8.2 The dates for Delivery of the Goods are approximate only and, unless otherwise expressly stated, time is not of the essence for Delivery or performance. Delivery will be within a reasonable time if no date for Delivery is specified. Unless otherwise agreed risk in the Goods will pass to the Customer when H&A notifies the Customer that the Goods are ready for Delivery.

8.3 Reasonable delay shall not entitle the Customer to reject any Delivery or performance or any further instalment or part of the Order or any other Order from the Customer or to repudiate the Contract or the Order.

8.4 Where H&A is responsible for arranging delivery and Goods are lost or damaged in transit H&A will reimburse the Customer for their reasonable costs (but not loss of profit) provided the Customer:

8.4.1 inspects the Goods immediately in detail at the time of receipt and notes any damage, shortages of Goods or other loss in detail on the carrier's delivery note and signs the delivery note accordingly;

8.4.2 gives written notice to H&A within seven (7) days of non-delivery or within five (5) days of the Delivery of the Goods in any other case; and

8.4.3 where the Goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage including notifying claims for loss or damage in transit.

8.5 H&A is not obliged to accept claims made outside the periods detailed at 8.4.2.

8.6 The Customer acknowledges that H&A's carriers will not inform H&A of damages or shortages on behalf of the Customer.

8.7 If Goods are returned to H&A, through no fault of H&A, H&A will charge the Customer any costs associated with the re-handling of the Goods.

8.8 Where H&A agrees with the Customer that Goods can be moved from H&A's premises under duty suspension using H&A's movement guarantee and number the Customer will indemnify H&A keep H&A indemnified and hold it harmless in respect of: (i) the duty and any associated costs paid or payable by H&A relating to Goods in the Customer's possession; and (ii) any HMRC enquiry or penalty related to the Customer's use of H&A's movement guarantee; any other costs or losses whatsoever incurred by H&A as a result of the Customer's use of H&A's movement guarantee.

9. TERMINATION

9.1 H&A may terminate any and/or all Orders immediately on giving notice to the Customer if:

9.1.1 the Customer commits material breach and/or a persistent breach of the terms in this Contract;

9.1.2 an order is made or a resolution is passed for the winding-up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of a party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed, or documents are filed with the Court for the appointment of an administrator, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order, or the other party takes or suffers any similar or analogous action in consequence of debt; or

9.1.3 anything analogous to any of the matters set out in Clause 9.1.2 above occurs in relation to that other party under the law of any jurisdiction.

and for the avoidance of doubt, upon so terminating the Contract, H&A may, without liability or prejudice to its other rights and remedies under these Conditions, stop the provision of Services and all Goods in transit and suspend further deliveries and Services.

10. FORCE MAJEURE

10.1 H&A's obligations shall be suspended, and it shall not be liable to the Customer in any circumstances for the consequences of any delay in Delivery or performance or failure to deliver or perform, if the duration of the delay or failure is due to an act of God, fire, flood, storm, inclement or exceptional weather conditions, industrial action (whether at H&A's premises or elsewhere), riot, civil commotion, hostilities, shortage of labour, materials, power or other supplies, embargoes, late delivery or performance or non-delivery or non-performance by H&A or subcontractors, terrorism, explosions, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond H&A's reasonable control or of an unexpected or exceptional nature.

10.2 The Customer's obligations shall be suspended (EXCEPT FOR PAYMENTS), and it shall not be liable to H&A in any circumstances for the consequences of any delay in Delivery or performance or failure to deliver or perform, if the duration of the delay or failure is due to an act of God, fire, flood, storm, exceptional weather conditions, industrial action (whether at H&A's premises or elsewhere), riot, civil commotion, hostilities, shortage of materials, power or other supplies, embargoes, late delivery or performance or non-delivery or non-performance by H&A or subcontractors, terrorism, explosions, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond the Customer's reasonable control or of an exceptional nature.

11. PACKAGING

11.1 Unless otherwise specified, packing cases and packing materials other than pallets will be included in the price. Where not returnable, the Customer will dispose of all packaging in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.

11.2 The Customer will keep pallets in good condition until they are collected or returned to their owner.

11.3 If the Goods are to be manufactured or processed by H&A in accordance with a Specification and/or design submitted by the Customer the Customer shall indemnify H&A from and against all costs, claims, damages and expenses made against or incurred by H&A arising out of or relating to: (i) any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any third party; or (ii) any action taken by Trading Standards, the ASA or any comparable body arising out of the Seller's use of such Specification.

11.4 The Customer shall promptly and fully notify H&A of any actual, threatened or suspected infringement of any intellectual property of H&A which comes to the Customer's notice and shall do all such things as may be reasonably required to assist H&A in taking or resisting any proceedings in relation to any such infringement claim.

12. ASSIGNMENT AND SUBCONTRACTING

12.1 None of the rights or obligations of the Customer under the Contract may be assigned or transferred in whole or in part without the prior written consent of H&A.

12.2 H&A shall be entitled to subcontract any work relating to the contract without obtaining the consent of, or giving notice to, the Customer.

12.3 The Customer must notify H&A in advance of any material change of control, i.e. a change of 50% or more of its ownership and/or management structure so that H&A may give prior consent in writing to continuing to trade with the new owners and/or management.

13. HEALTH AND SAFETY

The Customer agrees to pay due regard to any information on the Goods or any revised information whenever supplied by H&A (and is deemed to have read and understood it) relating to handling, storage or use for which the Goods are designed and where applicable, follow such directions, and the Customer further undertakes to ensure that, as far as reasonably possible, the Goods will be kept safe and without risk to health at all times as mentioned above. The Customer shall ensure any other persons who may store, handle or use the Goods will be informed of such information and revised information as required.

The Customer will and procures that its representatives will whilst attending H&A's premises follow all H&A's Health and Safety and Site Access Rules and Requirements and any other reasonable instructions given by H&A.

14. COMPLIANCE

14.1 H&A does not and will not tolerate bribery. Offering bribes to employees or representatives of H&A will be treated seriously and may be reported to the appropriate authorities. If you believe that any employee or representative of H&A has offered a bribe on behalf of H&A, please contact H&A's legal department on 0151 480 8800 without delay. E-mails may be sent to legal@halewood-int.com.

14.2 H&A complies with the Ethical Trading Initiative (further details of which can be found at <http://www.ethicaltrade.org/>) therefore should H&A reasonably suspect that any Customer (or its employees or representatives) fails to comply with the standards expected by the Ethical Trading Initiative it reserves the right to serve immediate notice of termination of Contract.

14.3 In performing its obligations under the Contract, the Customer shall:

14.3.1 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and

14.3.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1,2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK, should H&A reasonably suspect that any Customer (or its employees or representatives) is in breach of this clause 14.3, it reserves the right to serve immediate notice of termination of Contract.

15. NOTICES

15.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post to H&A's registered office address.

15.2 Any notice or document shall be deemed served 2 Business Days after postal collection. For the purpose of this clause, "Business Day" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

16. DATA PROTECTION ACT

16.1 Each of the parties warrant that they will comply with all applicable Data Protection Legislation at all times. In particular, the Customer warrants that it will comply with the Data Protection Legislation if sharing personal data (as defined in the Data Protection Legislation) with H&A

16.2 H&A may use personal data in the following circumstances: (i) where necessary to provide the goods or Services pursuant to a Contract; (ii) where it has a legitimate interest in doing so; and (iii) where necessary to comply with a legal or regulatory obligation. Full details of how H&A may use your personal data can be found in our Privacy Policy.

16.3 H&A may transfer information about the Customer to its bankers or financiers or other advisors ("Advisors") for the following purposes: (a) obtaining credit insurance; (b) making credit reference agency searches; (c) credit control; (d) assessment and analysis (including credit scoring, market, product and statistical analysis); (e) securitisation; and (f) protecting our interests. H&A will provide Customers with details of our bankers/financiers and of any credit reference agencies used upon request.

16.4 H&A or its Advisors may make credit reference agency searches in respect of your business and its principals. Please note that credit reference agencies make a record of searches which may be used to prevent fraud or money laundering or by other subscribers to make credit decisions about you.

16.5 H&A's Advisors may give information about you and your indebtedness to the following for the purposes stated:

16.5.1 any other divisions or associated companies of theirs – for the business purposes of such divisions or companies;

16.5.2 H&A's or their insurers – to quote for and issue any credit policy or to deal with any claims;

16.5.3 any advisers acting on H&A's or their behalf – so the advisers can carry out their services;

16.5.4 any business to whom the Customer's indebtedness or any business to which financing arrangements may be transferred - to facilitate such transfer; and

16.5.5 any person to whom they have a duty of disclosure or to whom the law permits disclosure.

16.6 H&A's Advisors may make decisions about you solely using an automated decision making process, such as credit scoring; however, they will tell H&A (and in turn H&A will tell you) if they make a significant decision only using such a process. Through H&A you can then request a review of their decision using other means. H&A's Advisors may monitor and / or record your phone calls to them for training and / or security purposes. H&A will provide you with details of our bankers on request, including a contact telephone number from where you can obtain details of the credit reference agencies used by them and any third parties to whom information is transferred.

17. WAIVER

The waiver or failure of a party in insisting in any one or more instances upon the performance of any provision of this Contract shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligation in respect of such future performance shall continue in full force and effect.

18. INVALIDITY

If any provision of the Contract is found by any court, tribunal or administrative body or competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and/or the remainder of such provision shall continue in full force and effect.

19. THIRD PARTY RIGHTS

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

20. LAW AND JURISDICTION

The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

May 2018