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T DENNE & SONS

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CONDITIONS OF SALE 2013 (Issue No 3) Valid from 1st July 2013

T Denne and Sons (Holdings) Ltd (incorporating T Denne and Sons)
Whitehill, Bilting, Ashford, Kent TN25 4HB

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Please pay particular attention to any text in bold as this includes amendments to our previous Conditions of Sale

CONDITIONS OF SALE - Valid from July 1st 2013

1. DEFINITIONS

1.1 In these conditions:-

“the Buyer” means the person firm or company who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller. “the Goods” means the Goods (including any part of them) which the Seller is to supply in accordance with these Conditions **“the Order” means the irrevocable order made by the Buyer and accepted by the Seller for the sale of the Goods.** “the Seed” means such part or parts of the Goods as may be Seed which the Seller is to supply in accordance with these Conditions “the Seller” means T Denne & Sons (Holdings)Ltd. “Conditions” means these standard terms and conditions of sale together with any special terms and conditions agreed in writing between the Seller and the Buyer. “the Contract” means the Contract for the sale and purchase of the Goods. “In writing” means telex cable facsimile transmission and other similar means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 The Seller contracts on these Conditions only, and acceptance by the Seller of any Order from a Buyer shall be upon these Conditions and shall override any other terms and conditions stipulated or incorporated by the Buyer in its Order or in any negotiations. Variations or representations will only be binding on the Seller if confirmed in writing by an authorised officer of the Seller.

2.2 If an acknowledgement of order is issued to the Buyer, the Contract for the sale of Goods shall be concluded when the Seller has issued the “Acknowledgement of Order”. In all other circumstances the Contract shall be concluded when the **Seller accepts an Order placed with the Seller by the Buyer** for the Goods.

3. VARIATION

3.1 The Seller reserves the right to vary these Conditions upon notice in writing to the Buyer at any time prior to confirmation of the Buyer’s Order or if no such confirmation is given at any time prior to delivery or collection of the Goods.

4. ADVICE

4.1 It shall be the responsibility of the Buyer to ensure that any written instructions given by the manufacturer of the Goods in any leaflet or other document accompanying the Goods **and/or** on any **labels or other** packaging material are carefully followed. Any such instructions shall take precedence over any advice as to the storage, application or use of the Goods given by the Seller or its employees or agents to the Buyer or its employees or agents. Accordingly, the Buyer shall act upon any such advice from the Seller its employees or agents entirely at its own risk and the Seller shall not be liable for any such advice **or for any failure by the Buyer to follow any instructions or information set out in any written instructions, leaflet or other documentation accompanying the Goods and/or set out on any labels or other packaging materials.**

4.2 Information, whether contained in the Seller’s catalogue or given by its employees or agents, related to varieties, varietal characteristics or periods of maturity or fitness for any particular

purpose or otherwise relating to the performance of the Seed is given for general guidance only as variations in local or climatic conditions can render such information inaccurate. The Buyer is therefore advised that any such information given does not constitute a representation as to any of these matters by the Seller and should not be relied upon as such. The Buyer should satisfy itself that any Seed ordered is of a variety and performance satisfactory for its requirements and the Buyer orders such Seed at its own risk. No employee or agent of the Seller has any authority to give more than general guidance as described above and the Seller shall not be liable for any advice or opinion expressed by its employees or agents. The Buyer shall act upon any such advice or opinion entirely at its own risk.

4.3 If a sample of Goods supplied but not manufactured by the Seller was exhibited to and inspected by the Buyer, it is hereby agreed that such samples were so exhibited and inspected solely to enable the Buyer to judge for himself the quality of the Goods and not so as to constitute a sale by sample.

5. ORDERS

5.1.1 It shall be the responsibility of the Buyer to ensure that the terms of any Order given are accurate. The quantity, quality and description of the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's Order confirmed by the Seller.

5.1.2 Where the word "approximate" is used in reference to quantity of **any Goods** the Seller shall be deemed to have fulfilled the Contract if the quantity of **such Goods** delivered is ten per cent (10%) more or less than the sum specified. The price of any excess quantity (i.e. over One hundred and ten per cent 110%) shall be established on a pro-rata basis by reference to the quantity ordered and the Contract price.

5.1.3 The Seller will accept only the carriers public weighbridge certificate as conclusive evidence of the weight of any bulk (as opposed to packaged) Goods delivered to the Buyer. This certificate shall be provided without charge or delay to the Seller.

5.2 No Order which has been confirmed by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller.

5.3 The Buyer acknowledges that performance by the Seller of its obligations under the Contract is subject in the case of Seed grown in the U.K. to the safe gathering in of the harvest and subsequent certification of the Seed and in the case of the Seed grown abroad to the safe arrival and correct delivery of the Seed in the U.K. In either case the Seller reserves the right in the event of market shortages to apportion such supplies as become available among its customers at its sole discretion. In the event of any failure of supply and the Seed not being replaceable from other sources at a price no greater than the Contract price the Seller shall be entitled upon giving notice to the Buyer at the earliest opportunity to cancel the Contract without liability of either party to the other.

5.4 In accordance with the usual practice of the seed trade the Seller reserves the right in the event that the variety ordered is not available to substitute in its opinion a suitable alternative variety. If such alternative variety is not acceptable to the Buyer it may return the same unopened to the Seller within fourteen (14) days of delivery whereupon all sums paid by the Buyer including transport costs will be refunded in full and the Contract will be cancelled without liability to either party.

6. PRICE

6.1 The price of the Goods shall be the price quoted by the Seller in any quotation or where no price has been quoted or a quoted price is no longer valid the Seller's current price on the date of confirmation of the Buyer's order. All quotations are valid for seven (7) days only (unless some

other period shall be stipulated in the relevant quotation) after which they may be altered by the Seller without notice.

6.2 The Seller reserves the right upon giving notice to the Buyer at any time before delivery or collection to increase the price of the Goods to reflect any increase in cost to the Seller due to any tax duty levy or other payment whatsoever imposed upon the Goods after the date of the Contract by the European Community or any national government and in the case of the Seed to increase the price of the Seed to reflect any increase in cost to the Seller due (in addition to the previous matters referred to) to any increase in shipping marine insurance freight or landing charges or where the Seed is of foreign origin any alterations in the value of sterling in terms of the currency of purchase or where the Seed variety supplied is or becomes the subject of a grant of plant breeders rights under the Plant Varieties and Seed Act 1964 any royalty or increase in the rate of royalty which becomes payable to the owner of such rights.

6.3 Unless otherwise stated in any quotation or agreed in writing between the Buyer and the Seller all prices are given on an ex-mill factory or warehouse basis and where the Seller agrees to deliver the Goods to the Buyer otherwise than at the Seller's premises the Buyer shall be liable to pay the Seller's charges for transport pallets and insurance. The Buyer will be charged for pallets supplied at the price current on the date of delivery or collection of the Goods. Pallets returned in good condition will be exchanged on purchase of other Goods or credited at the price current at the date of return.

6.4 The price of the Goods is exclusive of any applicable Value Added Tax which the Buyer shall be additionally liable to pay to the Seller.

7. TERMS OF PAYMENT

7.1 Subject to any special terms agreed in writing between the Seller and the Buyer the Seller shall be entitled to invoice the Buyer for the Goods on or at any time after delivery of the Goods or notification to the Buyer that the Goods are ready for collection and payment shall be due in accordance with the terms stated on the Seller's invoice notwithstanding that the Buyer may not have collected the Goods. Time of payment shall be of the essence of the Contract and is a condition precedent for any future deliveries to the Buyer or to **the Seller accepting any future Order from the Buyer**. The Seller reserves the right to require payment for the Goods prior to delivery or despatch.

7.2 If the Buyer fails to make payment on the due date under this or any other Contract then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to do all or any of the following:

7.2.1 Cancel the Contract or suspend further deliveries to the Buyer

7.2.2 Appropriate any payment made to the Buyer to such of the Goods (or Goods supplied under any other Contract) as the Seller may think fit notwithstanding any purported appropriation by the Buyer.

7.2.3 sell or otherwise dispose of any of the Goods whether appropriated to the Contract or not.

7.2.4 charge the Buyer interest (both before and after judgement) on the amount unpaid at the rate of 2% (two per cent) for each calendar month or part of a calendar month until payment in full is made as well as after as before any judgement.

7.3 The Buyer shall pay pro-rata in respect of any partial delivery of the Goods.

7.4 Notwithstanding the provisions of Clause 7.1 upon occurrence of any event under Clause 13.1 any period of credit allowed for the Buyer on any Contract with the Seller whenever made shall cease to apply and payment for all Goods shall be or be deemed to have become due forthwith on delivery.

7.5 The Buyer hereby unconditionally and irrevocably authorises the Seller to apply any monies

that the Seller receives or over which it has control from time to time which belongs or is due to the Buyer in or towards the satisfaction of any sum at any time due by the Buyer (whether pursuant to any Contract of any other contract or agreement between the Buyer and the Seller) to the Seller.

8. RETURN OF UNUSED GOODS

In the event that a Buyer wishes to return Goods which subsequent to delivery to the Buyer are found to be in excess of his requirements, then the following conditions shall apply:-

8.1 The Seller shall not be under an obligation to take back unused Goods, and the Seller shall be entitled to do so only at his absolute discretion. Nothing in this Clause 8 shall oblige the Seller to take back any unused Goods.

8.2 If the Seller does agree to take back Goods, such Goods shall be returned to the Seller in satisfactory condition, **fit for resale at the same price as paid by the Buyer, (where applicable) within the applicable normal period for usage for the relevant Goods if the Goods are seasonal or otherwise normally used within a limited time period (in the sole opinion of the Seller), and** in the same packaging as that in which they were delivered to the Buyer. Furthermore, the Buyer warrants, in returning the Goods, that they have at all times been stored in accordance with the manufacturers' instructions and kept safe from **contamination**, interference and damage.

8.3 The Buyer shall only be entitled to a refund if the Goods are returned to the Seller in the condition set out in Clause 8.2 above **and subject to Clause 8.5 below**. If the Goods are not so returned the Seller shall be entitled to reduce the value of the refund to the value of the Goods returned, or, at its option return such Goods to the Buyer, without incurring any further liability.

8.4 The Seller shall be entitled to deduct 10% of the price of the Goods which have been returned (as stated in the order or acknowledgement of order) in lieu of administration and handling charges.

8.5 The Seller shall not be required to credit the sum returned to the Buyer until such time as a new Buyer for the returned Goods has been found. The Buyer shall at any time during the period, in which he has not been paid, demand the return of the Goods to him, subject to payment to the Seller of reasonable storage charges.

9. DELIVERY

9.1 Delivery of the Goods shall be made by the Buyer collecting them from the Seller's premises at any time after notification that the Goods are ready for collection or if some other place for delivery is agreed by the Seller **in writing** by the Seller delivering the Goods to that place.

9.2 If the Seller agrees to deliver the Goods at any place other than the Seller's premises and the Goods shall consist wholly or partly of crop protection chemicals or other products required to be stored in a particular manner in accordance with any statutory requirements **or for any other reason** then it shall be a condition of the Contract that the Buyer shall provide at a place to which the Goods are to be delivered storage facilities complying in all respects with such statutory **or other** requirements and shall make arrangements to ensure that the Seller's delivery operative has access to such facilities at the time of actual delivery. The Seller shall be entitled to treat failure to make due provision in accordance with the terms of this sub-clause as failure to take delivery of the Goods.

9.3.1 Any delivery dates quoted or specified in any order confirmation are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.

9.3.2 The Seller shall not be liable for any acts or omissions whatsoever of any carrier who is employed as an independent carrier.

9.3.3 Goods will be deemed not to have been damaged in transit unless delivery notes are clearly marked "Goods received damaged". Damaged containers must be retained by the Buyer for inspection by the Seller or its agent.

9.4 Where the Goods are to be delivered in more than one consignment each delivery shall constitute a separate Contract and no failure delay or defect in respect of any one consignment shall entitle the Buyer to treat the Contract as a whole as repudiated.

9.5.1 Where delivery is made by the Buyer collecting the Seed from the Seller's premises the Buyer shall advise the Seller of its intended times of collection. Where the Seed comprises unweighed grain the Buyer shall notify the Seller of the net weight within three (3) working days of delivery. Whether the Seed delivered comprises weighed or unweighed grain the Buyer's attention is drawn to the provisions of the code of practice for the weighing of bulk grain agreed between the **Agricultural Industries Confederation** and the National Farmers Union which shall apply to the Contract and the terms of which are expressly incorporated into the Contract (but for the avoidance of doubt where there is any conflict between the provisions of the codes of practice of either the Agricultural Industries Confederation and/or the National Farmers Union and these Conditions these Conditions shall prevail).

9.5.2 Where the Seller has agreed to deliver the Seed to the Buyer the Seller will advise the Buyer at the delivery address of details of the delivery vehicle and the number and gross or net weight of bags of Seed or net weight of Seed to be delivered in bulk and the Buyer will at the request of the vehicle driver acknowledge receipt of the Seed by signing the Seller's delivery note.

9.6 If the Buyer fails to take delivery of the Goods at the time stated for delivery otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault the Seller may without prejudice to any other right or remedy available to it store the Goods until actual delivery and charge the Buyer for reasonable costs (including Insurance for a period of fourteen (14) days after the time stated for delivery) of storage.

9.7 In the event of any unreasonable delay in the unloading of any vehicle delivering the Goods the Seller shall be entitled to charge the Buyer for any loss damage costs or expenses arising directly or indirectly from such delay.

10. OWNERSHIP AND RISK

10.1 Risk in the Goods shall pass to the Buyer on delivery or in the case of Goods to be collected from the Seller's premises and not so collected fourteen (14) days after the date when the Seller notifies the Buyer that the Goods are available for collection.

10.2 Notwithstanding delivery and the passing of risk property in the Goods shall not pass to the Buyer until the Seller has received payment in full in cash or cleared funds of the price of the Goods and all other sums then due from the Buyer to the Seller. Until such payment is made the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller and shall store the Goods separately from those of the Buyer and any third party in such a manner that they can be identified as the Seller's Goods and as against the Seller's unpaid invoices.

10.3 The Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods including Insurance proceeds and shall keep such proceeds separate from any monies of the Buyer or any third party in a separate bank account opened for such purpose.

10.4 Until such time as payment in full is made the Seller shall be entitled at any time to enter upon any premises of the Buyer or any third party where the Goods are stored and to repossess the same.

10.5 For so long as the Goods are the property of the Seller, the Buyer shall ensure that the Goods are kept in a safe place and insured to their contract value from and against all risks in the same manner as a prudent business man would.

11 WARRANTIES AND LIABILITY

11.1 Particular

11.1.1 *Feeding Stuffs and Fertilisers* Where the Goods sold under the Contract comprise “feeding stuffs” or “fertilisers” as defined in the Agricultural Act 1970 the Seller warrants that the particulars contained in the Statutory statement given by the Seller to the Buyer pursuant to the Act are correct and no claim by the Buyer for breach of contract in respect of this warranty will be admitted or settled unless the Buyer at its own expense arranges for a sample to be taken and analysed pursuant to the provisions of the Act.

11.1.2 *Seeds*

a) The Seller warrants that the Seed supplied will comply at the time of delivery with the U.K. Seeds Regulations currently in force and subject to the provisions of Clause 5.5 above that it will be of the species and type specified in the Seller’s order confirmation.

b) In the event that the Seed is not as specified in the Seller’s order confirmation or in the event that it proves to be defective in varietal purity or in the event of the Buyer notifying any valid claim that the Seed is defective in accordance with sub-clause 11.1.2(a) above the Seller’s liability to the Buyer shall be limited to, at its option, either the replacement of the defective Seed free of charge or the refund to the Buyer of all payments made by the Buyer.

c) The Buyer acknowledges that plant disease can be transmitted by the wind, by insects, by animals or by human agencies and can be borne in the Seed or in the soil. Accordingly, although the Seller believes that the Seed supplied will be free from any latent defect, the Seller gives no warranty and accepts no liability for any such defect in the Seed supplied. In any event no claim by the Buyer will be considered unless the Buyer can show to the reasonable satisfaction of the Seller that the Seed grown and alleged to have performed unsatisfactorily was in fact the Seed supplied under the Contract and that the Seed was sown on suitably prepared ground treated carefully and correctly throughout and subjected only to such conditions as were likely to produce a favourable crop.

d) The Buyer acknowledges that the price of the Seed supplied is based upon the foregoing limitations upon the Seller’s liability and that if the Seller were required to undertake any greater liability the price of the Seed would be greatly increased. In accepting delivery of the Seed in accordance with these Conditions the Buyer acknowledges that the limitation of the Seller’s liability under the Contract is fair and reasonable in all the circumstances.

e) Where any treatment whether chemical or otherwise is applied to the Seed at the Buyer’s request the Seller’s liability shall be limited to the carrying out of such treatment in the correct manner in accordance with the instructions given by the manufacturer of the substance in question and the Seller gives no warranty as to the effectiveness of such treatment and shall not be liable for any direct indirect or consequential loss or damage which may result therefrom.

f) Seed will only be delivered prior to completion of any official germination tests where preliminary tests indicate results in excess of EEC standards.

g) Unless otherwise stated by us the Seeds supplied are of conventional varieties bred from parent plants which have not been genetically modified. All reasonable steps have been taken to prevent the adventitious presence of GM material during breeding, production and handling of the Seed (including complying with any separation distances as may be recommended from time to time by relevant bodies) and appropriate batch samples have been tested to ensure compliance with the

relevant seed legislation. This Seed is field-grown. Accordingly, no **warranty or** guarantee of absolute freedom from GM impurities can be given since this does not, and cannot, exist in nature. No liability is accepted **by the Seller** for any damage whatsoever arising from the possible occurrence of any adventitious traces of GM impurities in the Seeds.

11.2 *General*

11.2.1 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Accordingly the Seller does not purport to exclude liability for death or personal injury arising as a result of the negligence of the Seller.

11.2.2 Any claim by the Buyer based on any defect in the quantity quality or condition of the Goods which would be apparent on reasonable examination shall be notified immediately to the Seller by telephone or fax and confirmed in writing within three working days from the date of delivery or collection of Goods by the Buyer. Where any defect was not apparent on reasonable examination any claim must be notified in writing so as to be received by the Seller within twenty-eight (28) days from the date of delivery of the last consignment of the Goods. Time shall be of the essence in the operation of this Clause.

11.2.3 If the Buyer fails to notify the Seller of any defect in the Goods in accordance with the provisions of Sub-clause 11.2.2 above or if the Goods are affected by any latent defect not apparent on reasonable examination then the Seller shall not be liable for any such defect and the Buyer shall not be entitled to reject the Goods and shall be bound to pay the price of the Goods as if they had been delivered in accordance with the Contract.

11.2.4 In the event of the Buyer notifying any valid claim that the Goods are defective to the Seller in accordance with these Conditions the Seller's liability to the Buyer shall be limited to at its option either the replacement of the defective Goods free of charge or the refund to the Buyer of the price paid.

11.2.5 Except as expressly provided in these Conditions and in except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

11.2.6 The Seller shall not be liable to the Buyer for any defect in Goods not manufactured by the Seller including any chemical applications to Seeds where such chemical application is not manufactured by the Seller. The Seller shall where requested to do so by the Buyer lend its name to any action against the manufacturer of the defective Goods and provide such assistance to the Buyer as the Buyer may reasonably request in connection with such action against the manufacturer provided always that the Buyer shall reimburse to the Seller all costs expenses and loss incurred by the Seller in so doing. Under no circumstances shall any claim by the Buyer against a third party give the Buyer the right to delay payment of sums due under the Contract or otherwise not to comply in future with his obligations under the terms of the Contract and these Conditions.

11.2.7 **In the event of an adverse credit check against the Buyer (in the sole opinion of the Seller)the Seller may cancel this Contract at any time before the Goods (or any part of the Goods where delivery is to take place over a period of time) are delivered by giving written notice to the Buyer. On giving such notice the Seller shall promptly repay to the Buyer any sums paid by the Buyer in respect of the Contract in respect of the Goods (or part thereof) not**

delivered to the date of cancellation. Where delivery is to take place in stages over a period of time and any part of the Goods have been delivered to the Buyer prior to any cancellation of the Contract pursuant to this Clause 11.2.7, the Seller shall have the option to either require payment from the Buyer for the Goods actually delivered or to require that the Buyer returns such Goods to the Seller in accordance with the terms of Clause 8 hereof. The Seller shall not be liable to the Buyer for any loss or damages whatever arising from such cancellation.

12. FORCE MAJEURE

The Seller shall not be liable to the Buyer for any delay in performing or failure to perform any of its obligations in relation to the supply of the Goods if such delay or failure was due to any Act of God action by any Government strike lock-out or other industrial dispute (whether involving the Seller's employees or those of a third party) riot or civil commotion breakdown of machinery power failure fuel shortage loss and/or detention at sea failure of crop or loss or detention in transit or any other cause beyond the Seller's reasonable control. Should any of the Goods be rendered unfit for delivery by reason of any of the above acts the Contract so far as it relates to those Goods shall be deemed to be discharged.

13. INSOLVENCY OF THE BUYER AND DEFAULT

13.1 Without prejudice to any other rights it may have and without prejudice to the provisions of Clause 10 above the Seller may by notice to the Buyer terminate any Contract between the Buyer and Seller forthwith and/or immediately recover from the Buyer all sums due from the Buyer under any Contract with the Seller (notwithstanding any period of credit which may have been allowed) together with any accrued interest and other legitimate charges and any loss caused to the Seller as a result of any termination if:

- (a) any payment due by the Buyer to the Seller is overdue in whole or in part; or
- (b) the Buyer shall commit any breach of any of the terms of any Contract with the Seller provided that if the breach is remediable the Seller has given to the Buyer notice of such breach which has not been remedied within seven days thereafter; or
- (c) a resolution is passed or a Court Order made resolving or ordering the Buyer to be placed into liquidation or ordering that an administrator be appointed over all or any of its assets; or
- (d) a receiver or administrative receiver is appointed over all or any of the assets of the Buyer; or
- (e) the Buyer (being an individual) has a petition in bankruptcy entered against him; or
- (f) the Buyer ceases to threatens to cease to carry on trading

13.2 Where the Buyer is situated outside of the United Kingdom the Seller shall be entitled to terminate the Contract and/or recover all sums due pursuant to Clause 13.1 if any event occurs which analogues to the events described in Clauses 13.1(c) to 13.1(e) inclusive.

14. CONFIDENTIALITY

In consideration of the Seller agreeing to supply the Goods in accordance with this Contract, the Buyer undertakes to keep strictly confidential all information and documentation (except for that which is already in the public domain) in relation to the invoices, business practices, customers, products supplied or services offered by the Seller which are disclosed to it by the Seller and will not without the Seller's prior written consent divulge any of such information or documentation to any person, and in particular the Buyer undertakes that it will not use any information to solicit or entice away or seek to solicit or entice away any customers or suppliers of the Seller. The Buyer will ensure that its employees are made fully aware of these obligations of confidence to the Seller.

15. GENERAL

15.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

15.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or other provision.

15.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

15.4 These Conditions and any Contract incorporating them shall be governed by English Law. The application of the Uniform Laws on International Sales shall be excluded. The Buyer shall at all times provide the Seller with an address in England or Wales where it will accept service of proceedings.

15.5 Any notice required to be given under these conditions may be sent by pre-paid first class post or facsimile to the principal place of business or registered office of the party to whom the notice is being sent. If sent by post, it shall be deemed to have been served (until the contrary is proved) on the second working day after the date of posting.