

Wavin General Conditions of Sales 2017

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these conditions:

"**Buyer**" means the person, firm or company who purchases the Goods from the Company.

"**Company**" means Wavin Limited a company incorporated and registered in England and Wales with company number 405836 whose registered office is at Edlington, Doncaster, South Yorkshire DN12 1BY (or another member of the Wavin group which is established in England and Wales, if this is indicated in the Contract, order confirmation or other documentation).

"**Company's IPR**" means all trademarks, trade names, logos, designs, symbols, emblems, distinguishing marks, slogans, service marks, copyrights, patents, models, drawings, know-how, information and any other distinguishing material of the Company, whether or not suitable for registration or trademark application.

"**Contract**" means any contract between the Company and the Buyer for the sale and purchase of the Goods and/or Services, which shall incorporate these conditions.

"**Delivery Point**" means the place where delivery of the Goods is to take place under condition 4.

"**Goods**" means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

"**Price**" means the charges due to the Company from the Buyer under a Contract in relation to the sale of the Goods and/or the supply of the Services.

"**Services**" means any services agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

2. Application of Terms

2.1 Subject to any variation under condition 2.4 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 The Company shall not be bound by a verbal Contract until and to the extent that it has been confirmed by the Company in writing.

2.4 These conditions apply to all the Company's sales and supply of any services and any variation to these conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a duly authorised person on behalf of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

- 2.5 Each order or acceptance of a quotation for Goods and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods and/or Services subject to these conditions.
- 2.6 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer and/or performs the Services.
- 2.7 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.8 Any quotation is given on the basis that no Contract shall come into existence other than in accordance with condition 2.6. Any quotation is valid for a maximum period of 30 days only from its date, provided that the Company has not previously withdrawn it or agreed in writing to extend the 30 day period.
- 2.9 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit) costs (including the costs of all labour and materials used) damages, charges and expenses incurred by the Company as a result of cancellation.
- 3. Description of Goods and Services**
- 3.1 The Price and description of the Goods and/or Services (including without limitation the quantity of the Goods) shall be as set out in the Company's quotation or acknowledgement of order.
- 3.2 Delivery up to 5% above or below the quantities of Goods ordered shall be permissible. Colour of Goods shall be subject to reasonable variation. The Buyer shall accept delivery of Goods within such limits without objection but invoices will be adjusted to actual quantities. In particular the Company at its discretion may effect delivery of the quantities of Goods ordered within such limits in standard pack quantities as used by the Company from time to time.
- 3.3 Any descriptive information (including without limitation information provided on the Company's website) regarding the Goods and/or Services or samples of the Goods supplied by the Company or on its behalf are for general guidance only and do not form part of any contract between the Company and the Buyer and the Buyer acknowledges and agrees that it was not induced to enter into the Contract by any representation contained in such information or sample.
- 3.4 The Company may, at the request of the Buyer, without being under any obligation to do so, furnish technical advice concerning the use of the Goods and such assistance will be given to the best of the Company's ability but this shall be on the express understanding that, unless the Contract expressly requires the provision of it, any such advice or assistance shall not constitute Services and is given and accepted at the Buyer's risk and the Company shall not be liable for any loss, damage or claims arising therefrom.
- 3.5 No liability will be accepted for work carried out or material supplied to the Buyer's own drawings, design or specification. The submission of a quotation or acceptance of an order by the Company in no way implies any responsibility on its part of any bye-law, planning or other approval which may be required by the Buyer. No Contract shall be a sale by sample.

4. Delivery of the Goods

- 4.1 Delivery of the Goods shall be deemed to take place either on the completion of unloading where the Company delivers the Goods or on the completion of loading where the Buyer collects the Goods.
- 4.2 Where the Buyer is collecting the Goods, the Buyer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.
- 4.3 Signature of any delivery note by any agent, employee, nominee or representative of the Buyer or by any independent carrier shall be conclusive proof of delivery.
- 4.4 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.5 Subject to the other provisions of these conditions, the Company shall have no liability to the Buyer whatsoever for any losses, claims, damages or expenses arising directly or indirectly from any delay in the delivery of the Goods (even if caused by the Company's negligence), including without limitation pure economic loss, loss of profits, loss of contracts, loss of business, depletion of goodwill and similar loss or any indirect or consequential losses. No delay in delivery of the Goods shall entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for offloading the Goods.
- 4.7 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.8 Delivery to a site of works shall be made at a point on a good hard ground nearest to the site and the Company may refuse to unload the Goods to sites considered in the discretion of the driver to be unsuitable (provided that such refusal shall still constitute Deemed Delivery (as defined below) of the Goods).
- 4.9 If the Buyer fails to take or make arrangements to accept delivery of the Goods or if delivery is delayed by the Buyer or the Company is unable to deliver because of inadequate access or instructions or failure of the Buyer to obtain necessary instructions, consents or licences, delivery shall be deemed ("**Deemed Delivery**") and the Company may do any one or more of the following (without prejudice to any other right or remedy the Company may have):
- (a) make additional charges for failed delivery;
 - (b) allocate new delivery dates;
 - (c) store the Goods at the Buyer's risk and cost;
 - (d) invoice the Buyer for the Goods;
 - (e) terminate this Contract without liability on the Company's part; and/or
 - (f) recover from the Buyer all costs and losses incurred by the Company.
- 4.10 In the event of a Deemed Delivery:
- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

- (b) the Goods shall be deemed to have been delivered; and
- (c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.11 If Goods are to be deposited other than on the Buyer's premises the Buyer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property. The Buyer will indemnify and keep indemnified the Company in respect of all claims, losses, damages, costs and expenses incurred as a result of loading, unloading or delivery in accordance with the Buyer's instructions. This indemnity will be reduced in proportion to the extent that such claims, losses, damages, costs and expenses are due to the Company's negligence.

5. **Non-Delivery**

5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.3 Any liability of the Company for non-delivery of the Goods shall be limited, at the sole discretion of the Company, to:

- (a) replacing the Goods within a reasonable time; and
- (b) issuing a credit note at the pro rata Contract rate for such Goods.

6. **Performance of Services**

6.1 The Company shall use reasonable endeavours to perform the Services set out in the Buyer's order in all material respects.

6.2 The Company shall use reasonable endeavours to meet any performance dates specified in the Contract, but time of performance shall not be of the essence.

6.3 The Company warrants that the Services shall be performed with reasonable care and skill by suitably skilled, competent and trained personnel.

6.4 The Buyer shall:

- (a) co-operate with the Company in all matters relating to the Services;
- (b) provide the Company, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by the Company in order to perform the Services;
- (c) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (d) prepare the Buyer's premises for the supply of the Services (where applicable);

- (e) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - (f) keep and maintain all materials, equipment, documents and other property of the Company ("**Company Materials**") at the Buyer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation.
- 6.5 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (a "**Buyer Default**"):
- (a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Company's performance of any of its obligations;
 - (b) the Company shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Company's failure or delay to perform any of its obligations; and
 - (c) the Buyer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Buyer Default.
- 6.6 The Company shall not be liable to the Buyer for any breach (including where such breach is the result of the Company's negligence) of the provisions of this condition 6:
- (a) if the Buyer attempts itself or permits any third party to attempt to remedy such breach without the prior written agreement of the Company;
 - (b) if the Buyer has received the Services free of charge; or
 - (c) if the Buyer has used, or has instructed the Company or a third party to use, products in conjunction with the Services other than the Company's products without the Company's prior written agreement,
- and in all cases if the Buyer fails to provide the Company with written notice of such breach within 7 days of the performance of the Services .
- 6.7 Any liability of the Company for breach of the provisions of this condition 6 shall be limited, at the Company's sole discretion, to:
- (a) reperforming the Services within a reasonable time; and
 - (b) issuing a credit note at the pro rata Contract rate for such Services.
7. **Risk/Title**
- 7.1 The Goods are at the risk of the Buyer from the time of delivery or Deemed Delivery.
- 7.2 Neither legal nor equitable ownership of the Goods shall pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods ordered by the Buyer pursuant to a particular order and supplied by the Company; and
- (b) all other goods supplied by the Company to the Buyer for which payment is due;
- (c) all other sums which are or which become due to the Company from the Buyer on any account.

7.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis as the Company's fiduciary agent and bailee;
- (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property, and shall procure that the Goods are so stored when they are in the possession of any third party;
- (c) not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) give the Company such information relating to the Goods as the Company may from time to time request; and
- (e) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full Price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

7.4 The Buyer may (unless the Company revokes such entitlement in writing) use, resell, process or otherwise dispose of the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value;
- (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale;
- (c) the proceeds of any such use, sale or processing received by the Buyer in respect of the Goods shall be held by the Buyer as trustee for the Company, shall not be mixed with any other monies and shall at all times be identifiable as, and available to the Company as, a fund from which the Buyer's liabilities to the Company, whether in respect of the Contract or otherwise, can at the discretion of the Company be discharged; and
- (d) the Buyer will at the Company's request and at the Buyer's expense assign to the Company all rights the Buyer may have against its customers.

7.5 Until ownership of the Goods passes to the Buyer the Buyer's right to possess, use or sell the Goods may be withdrawn by the Company on notice at any time.

7.6 The Buyer's right to possession of the Goods and all credit arrangements shall terminate immediately and all sums due to the Company shall immediately become payable if:

- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body

corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

- (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- (c) the Buyer encumbers or in any way charges any of the Goods.

7.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

7.8 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7.9 Where the Company is unable to determine where any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

7.10 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 7 shall remain in effect.

8. Price

8.1 Unless otherwise agreed by the Company in writing, the Price for the Goods and/or Services shall be as set out in the Company's quotation or acknowledge of order, or where no price has been quoted, the price listed in the Company's published price list current at the date of acceptance of the order.

8.2 The Price shall be exclusive of any value added tax and unless otherwise agreed in writing, all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay the Price.

8.3 The Company reserves the right by giving notice to the Buyer at any time before delivery and/or performance, to increase the Price to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for Goods which is requested by the Buyer, any changes to the performance dates or description of the Services which is requested by the Buyer, or any delay caused by instructions of the Buyer or failure of the Buyer to give the Company accurate information or instructions.

8.4 The Company shall at its sole discretion discount the Price by up to 2.5% on payments received in cleared funds by the Company before the due date.

9. Payment

- 9.1 Subject to condition 9.4, payment of the Price is due in the invoice currency on the last working day of the month following the earlier of (a) the date on which the Goods are delivered or deemed to be delivered, and (b) the date on which the Services are performed (the "**Due Date**").
- 9.2 Time for payment shall be of the essence.
- 9.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 9.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 9.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract then without prejudice to any other right or remedy available to the Company, the Company may:
- (a) claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - (b) cancel the Contract or suspend any further deliveries of Goods or performance of Services to the Buyer.

10. Quality of Goods

- 10.1 The Buyer shall inspect the Goods at the place and time of delivery but nothing in these conditions shall require the Buyer to break packaging and/or unpack Goods which are intended to be stored before use.
- 10.2 Where the Company is not the manufacturer of the Goods, the Company shall use reasonable endeavours to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 10.3 The Company warrants that (subject to the other provisions of these conditions) on delivery or Deemed Delivery, and for a period of 12 months from the date of delivery or Deemed Delivery (the "**Warranty Period**"), the Goods shall:
- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - (b) the Goods will correspond with their specification set out in the Company's Price list at the time of delivery;
 - (c) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known the purpose to the Company in writing and a duly authorised person of the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.
- 10.4 The Company shall not be liable for a breach of any of the warranties in condition 10.3 unless:

- (a) the Buyer gives written notice of the defect in the Goods to the Company within 7 days of the time when the Buyer discovers or ought to have discovered the defect (including where such defect is as a result of damage in transit by the carrier); and
- (b) the Company is given a reasonable opportunity after receiving such notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

10.5 The Company shall not be liable for a breach of any of the warranties in condition 10.3 if:

- (a) the Buyer makes any further use of such Goods after giving such notice; or
- (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning use or maintenance of the Goods or (if there are none) good trade practice; or
- (c) the Buyer alters or repairs such Goods without the written consent of the Company.

10.6 Subject to condition 10.4 and condition 10.5, if the Buyer proves that any of the Goods do not conform with any of the warranties in condition 10.3 the Company shall at its sole option repair or replace such Goods (or the defective part) provided that:

- (a) if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company;
- (b) the Company shall not be responsible for any costs of:
 - (i) dismantling;
 - (ii) refitting; or
 - (iii) physical property damage,

involved in or resulting from such repair or replacement.

10.7 If the Company complies with condition 10.6 it shall have no further liability for a breach of any of the warranties in condition 10.3 in respect of such Goods.

10.8 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the Warranty Period.

11. **Limitation of Liability**

11.1 Subject to condition 4, condition 5, condition 6 and condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these conditions;
- (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

- 11.2 All warranties, conditions and other terms express or implied (save as set out in provisions 6.3, 10.3 and in 11.3 below) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence;
 - (b) under section 12 of the Sale of Goods Act 1979;
 - (c) under section 2 of the Supply of Goods and Services Act 1982;
 - (d) under section 2(3), Consumer Protection Act 1987;
 - (e) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - (f) for fraud or fraudulent misrepresentation.
- 11.4 Subject to condition 11.3:
- (a) the Company's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, in connection with or arising from a Contract shall be limited to the Price; and
 - (b) the Company shall not be liable to the Buyer for
 - (i) pure economic loss, loss of profits, loss of contracts, loss of business, depletion of goodwill and similar loss in each case whether direct, indirect or consequential, and even if foreseeable by the Company; or
 - (ii) any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12. Intellectual Property Rights

- 12.1 All intellectual property rights in respect of the Goods and/or Services shall remain with or be vested in the Company, and the Buyer shall not obtain any right in the Company's IPR. The Company grants to the Buyer a limited, revocable, non-exclusive, non-transferable licence to use the Company's IPR solely for the purposes of the use or resale of the Goods, and the Company's IPR may not be used, copied or made available to third parties by the Buyer for any other purpose without the Company's express prior written consent.
- 12.2 The Buyer shall not do or omit anything that may harm, jeopardise or detract from the Company's IPR. In particular, the Buyer shall not:
- (a) alter, remove or disfigure the Company's IPR or other means of identification of the Goods;
 - (b) use the Company's IPR in such a way as to affect their distinguishing character or validity;
 - (c) with regard to the Goods, use trademarks other than the Company's without the Company's prior written consent; or
 - (d) use trademarks or trade names that correspond to trademarks or trade names of the Company that may thus result in confusion or deception.

- 12.3 The Buyer shall inform the Company immediately and in full of any actual, expected or envisaged infringement of the Company's IPR that comes to the Buyer's attention.
- 12.4 The Buyer shall indemnify the Company against all third-party claims on account of any (alleged) infringement of an industrial or intellectual property right relating to the manufacture, supply or use of Goods or performance of Services that have been produced or carried out in accordance with the Buyer's specification or materials, drawings, models, instructions, etc., made available by the Buyer. In such event, the Company shall be entitled to suspend the execution of the Contract, or to immediately terminate the Contract, without the Buyer being entitled to claim any compensation on that account.
- 12.5 To the best of the Company's knowledge, the Goods and Services do not infringe the intellectual property rights of third parties. However, the Company shall not be liable for any loss, damage, costs, claims, expenses (in each case whether direct or indirect, and even if foreseeable) if the Goods or Services do infringe the intellectual property rights of third parties.

13. **Assignment and subcontracting**

- 13.1 The Company may assign or subcontract the Contract or any part of it to any person, firm or company at the Company's sole discretion.
- 13.2 The Buyer shall not be entitled to assign the Contract or any part of it without prior written consent of the Company.

14. **EDI Agreement**

The Company has adopted the Standard Electronic Data Interchange Agreement of the EDI Association. Where relevant in dealing with the Buyer the Company will observe the terms of that Agreement and the Buyer will be obliged also to observe its terms in dealings with the Company. A copy of the Agreement is available on application to the Company or the EDI Association.

15. **Data Protection**

- 15.1 Data supplied, whether personal or otherwise, by the Buyer will be held and processed by the Company, pursuant to its data quality and data security policies applicable from time to time. All personal data supplied by the Buyer will be processed by the Company in accordance with the Data Protection Act 1998 and all other relevant data protection legislation. The Company may hold and process the Buyer's data for the following purposes: (i) to operate the Buyer's account(s), (ii) to process the Buyer's orders, (iii) to maintain the Company's customer records, (iv) for statistical analysis, (v) to establish any identity or otherwise as required pursuant to applicable legislation and (vi) to assess the Buyer's credit status.
- 15.2 With due observance of the policies mentioned in condition 15.1, the Company may disclose data relating to the Buyer: (i) to any Company affiliate or group company (which means the Company's subsidiaries, its ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006), (ii) to any sub-contractor of the Company supplying Goods or Services in connection with the Buyer account or (iii) otherwise as required or permitted by law.
- 15.3 The Buyer acknowledges and agrees that, by providing the Company with any personal or proprietary data or information, the Buyer hereby expressly consents to the transmission of such data or information over international borders as necessary for the purposes listed in condition 15.2 in accordance with the Company's/Mexichem's standard business practices.
- 15.4 The Buyer's data will be stored and retained in accordance with the Company's retention policy applicable from time to time and the Data Protection Act 1998. .

16. Ethics

- 16.1 The Buyer shall comply with all applicable laws, rules, regulations, codes, guidance, decrees and/or government orders of any jurisdiction relating to anti-bribery, anti-corruption and anti-money laundering (including the Bribery Act 2010) (the "Anti-bribery Laws") and shall not engage in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK or do, or omit to do, any act that will cause the Company to be in breach of the any Anti-bribery Laws.
- 16.2 Nothing in these conditions or any Contract is intended, and nothing herein should be interpreted or construed, to induce or require either party to act in any manner which is inconsistent with, penalized or prohibited under any applicable laws, regulations or decrees applicable to such party which relate to foreign trade control, export controls, sanctions, embargos or international boycotts of any type.
- 16.3 The Buyer shall not export, re-export, re-sell or transfer any Goods to any individual, entity or location subject to UN, US, UK or EU sanctions, embargos or other trade restrictions and shall otherwise comply in all respects with all such sanctions, embargos and trade restrictions.
- 16.4 The Buyer represents and warrants that: (i) it is not embargoed or sanctioned by the UN, US, UK or EU ("Restricted Party"), (ii) it is not owned or controlled by, or acting on behalf of, a Restricted Party, and (iii) it is not located in a restricted jurisdiction subject to country-wide sanctions or embargos.
- 16.5 The Buyer acknowledges that the Company reserves the right to review or audit any transaction for export restrictions at any time.
- 16.6 Without prejudice to the Company's rights under the Contract or pursuant to law, the Company shall have the right to terminate, without any obligation to send any notice of default, the Contract if the Company reasonably that the Buyer is involved in any fraud, corruption, dishonesty or conduct tending to bring them or the Company into disrepute.

17. Confidentiality

Except with the consent of the disclosing party or as required by law, a court order, the rules of any relevant stock exchange or by any relevant regulatory or government authority or to the extent that information has come into the public domain through no fault of the receiving party, each party shall treat as strictly confidential all commercial and technical information relating to the other party received or obtained as a result of entering into or performing the Contract (including but not limited to information which relates to the provisions or subject matter of the Contract), and shall not disclose such information to any third party.

18. Communications

- 18.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
 - (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
- 18.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.

18.3 Communications addressed to the Company shall be marked for the attention of Customer Services.

19. General

19.1 Neither party is liable for any breach of the contract caused by matters beyond its reasonable control including acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes, weather of exceptional severity, unavoidable hardware or software failures, or acts of local or central government or other authorities.

19.2 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

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

19.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver or any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way effect the other terms of the Contract.

19.5 No term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

19.6 The formation, existence, construction, performance, validity and all other aspects arising out of or in connection with the Contract shall be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.