

RUMENCO LIMITED

Terms and Conditions for the Sale of Goods

1. Definitions and Interpretation

1.1 Definitions: In these Conditions:-

"**Confidential Information**" means, in relation to a party, all and any knowledge, data, trade secrets or other information of that party or any other person in whatever form disclosed directly or indirectly by that party to the other party.

"**Contract**" means any contract for the purchase of any goods, services, materials or works by the Purchaser which incorporates these Conditions.

"**Contract Documentation**" means all documents which form part of, constitute or evidence the Contract, including these Conditions and any quotations, offers, Orders, acknowledgements of order, acceptances and specifications of the Purchaser or Seller and any documents referred to in any of them.

"**Delivery Address**" means the address where the Goods are to be delivered (the expression "delivered" being interpreted in accordance with Condition 4.1), as notified by the Purchaser to the Seller in writing upon or before the placing of the Order.

"**Delivery Date**" means the date on which it is intended that the Seller shall deliver the Goods (the expression "deliver" b 3.2 interpreted in accordance with Condition 4.1), as specified in the Order subject to Conditions 2.6 (f) and 4.2.

"**Goods**" means all goods, works, labour, materials, services and all other things to be sold, supplied or performed in accordance with the Contract and as identified in the Contract Documentation, including any of the foregoing supplied by way of making good, repair or replacement.

"**Intellectual Property Rights**" means all or any registered or unregistered intellectual property rights or similar rights in any part of the world, including patents, design rights and registered design rights, copyrights, database rights, topography rights, registered and unregistered trade marks or service marks, know how, rights to inventions and ideas, together with any right to apply, and the benefit of any applications, for any such intellectual property rights.

"**Order**" means the order placed with the Seller by 3.3 Purchaser for Goods.

"**Price**" means the purchase price of the Goods notified to the Purchaser or, if no price has been notified to the Purchaser, the price of the Goods as specified in the Seller's price list current at the date when an Order therefor which complies with the requirements of Condition 2.6 is placed by the Purchaser.

"**Purchaser**" means the person, firm or company named as the Purchaser in the Contract Documentation.

"**Seller**" means Rumenco Limited, registered in England and Wales under company number 04016333, whose registered office is at Stretton House, Derby Road, Stretton, Burton on Trent, Staffordshire DE13 0DW.

"**Working Day**" means any day which is not a Saturday or Sunday, or bank or public holiday.

1.2 References: In these Conditions, unless otherwise stated, references to:

- (a) the "**parties**" are references to the Purchaser and the Seller;
- (b) a "**third party**" are references to a person who is not a party to the Contract;
- (c) "**persons**" and "**parties**" shall include references to individuals, companies, corporations, partnerships and unincorporated associations;
- (d) the singular shall include the plural and vice versa;
- (e) a "**Condition**" are references to a condition of these Conditions;
- (f) "**writing**" includes facsimile or e-mail and the expression "written" shall be construed accordingly; and
- (g) a statute, statutory instrument, regulation, order or licence are references to that statute, statutory instrument, regulation, order or licence as substituted, varied or re-enacted from time to time.

1.3 Headings: The headings in these Conditions are for convenience only and shall not affect the construction of these Conditions.

1.4 Interpretation: The words "**include**" and "**including**" shall be construed without limitation.

2. Application of Terms and Orders

2.1 **Incorporation of the Conditions:** The Contract shall be governed by these Conditions and all terms and conditions proffered at any time by the Purchaser are hereby excluded from the Contract.

2.2 **Status of Orders:** Each Order shall be deemed to be an offer by the Purchaser to buy Goods subject to these Conditions and no Order shall be deemed to be accepted until the Seller, by giving notice of acceptance in writing, in whole or in part accepts the Order. The Purchaser shall not be entitled to withdraw an Order once submitted.

2.3 **Priority:** In the event of inconsistency between any provision of these Conditions and the Order or any other Contract Documentation, these Conditions shall prevail.

2.4 **Separate Contracts:** Each Order shall represent a separate Contract.

2.5 **Submission of Order:** The Purchaser may place an Order by telephone or in writing. Where an Order is placed in writing, the Purchaser shall submit it to such address as the Seller shall specify from time to time for that purpose.

2.6 **Contents of Order:** The Purchaser shall ensure that each Order:-

- (a) specifies the exact Goods being ordered;
- (b) specifies the respective quantities of each of the Goods being ordered;
- (c) is for a minimum quantity of each of the Goods of not less than any minimum order quantity specified by the Seller from time to time;
- (d) specifies the method of delivery of the Goods (being one of the alternative methods described in Condition 4.1);
- (e) specifies the address to which the Seller's invoice for the Goods is to be sent; and
- (f) specifies a lead time for delivery of not less than seven (7) Working Days (unless otherwise agreed in writing) from date of submission of the Order.

The Seller is under no obligation to accept any Order, and no Order shall be regarded as having been accepted by the Seller, unless either of the circumstances set out in Condition 2.2 applies. Any Order which fails to comply with the requirements of this Condition 2.6 is deemed to be rejected by the Seller.

3. Supply of Goods

3.1 **Sale and Purchase:** The Seller agrees to sell, deliver and provide to the Purchaser and the Purchaser agrees to purchase and accept delivery of and pay for the Goods on and subject to the terms of the Contract.

3.2 **Variations to the Goods:** The Purchaser shall not be entitled, following the acceptance by the Seller of any Order, to change the quantity or the specification of the Goods, or the Delivery Date, without the prior written consent of the Seller. If any such change would result in additional cost or expense to the Seller in providing the Goods or would delay delivery of the Goods, the Seller shall be entitled, as a condition of giving its consent, to make an equitable adjustment to the Price or the Delivery Date, to the extent necessary to reflect the additional costs or delay (as the case may be).

3.3 **Quality of Goods:** Without prejudice to the provisions of Part IV of the Agriculture Act 1970 (as amended), the Seller hereby warrants that the Goods shall, upon delivery:-

- (a) be of satisfactory quality within the meaning set out in the Sale of Goods Act 1979 (as amended);
- (b) comply with all relevant statutes, regulations and other matters having the force of law (whether specifically relating to animal feed products or otherwise); and
- (c) comply in all material respects with any description previously supplied by the Seller.

3.4 **Quantity of Goods:** The Seller shall be entitled to deliver a quantity of Goods of up to 5% more or less than the quantity specified in the Contract Documentation, and the Price shall be adjusted on a pro-rata basis to take account of the variation. Unless otherwise stated, all weights specified in the Seller's price list or on the packaging of the Goods indicate net weight when packed. Where appropriate, the Seller's weights, samples and analyses shall be deemed to have been accepted by the Purchaser.

3.5 **Shortage of Goods:** In the event that, at any time, there is a shortage of the goods or the Seller is unable to meet all demands for products from its customers for whatever reason (including shortages of raw materials) the Seller shall be entitled to apportion supplies of the Goods in such manner as it shall determine at its discretion, notwithstanding that it may already have accepted an Order from the Purchaser for a higher quantity.

3.6 **Information relating to Goods:** The Seller shall:

- (a) supply in connection with the Goods, on or before delivery of the Goods, such documents and information as shall be specified in the Contract Documentation together with such of the following as may be relevant or required by law:- (i) delivery and advice notes; (ii) statutory statements as required by Part IV of the Agriculture Act 1970; (iii) instructions as to handling, storage, use, care, maintenance and safety; (iv) warning labels dealing with any hazards or threats to safety; (v) proof as to the country of origin and the approval number of the establishment; and (vi) a manufacturing batch number;
- (b) (as a continuing obligation surviving completion or earlier termination of the Contract) promptly pass on to the Purchaser all relevant future information coming to the attention of the Seller concerning the handling, storage, use and safety of the Goods; and
- (c) prior to delivery, notify the Purchaser giving details of Goods which are perishable or have a life expectancy of limited duration and of any circumstances likely to affect the quality of Goods and shall issue appropriate instructions as to the storage, handling and use of Goods in order to ensure the preservation of the Goods. Such details and instructions shall form part of the description of the Goods.

3.7 **Safety Obligations:** The Seller shall comply with all of its legal obligations in relation to health and safety in relation to the Goods and shall (as a continuing obligation surviving completion or earlier termination of the Contract) provide the Purchaser with such information and assistance concerning the Goods as the Purchaser may reasonably require to enable the Purchaser to comply with its legal obligations in relation to health and safety in relation to the Goods (including any obligations under the Products of Animal Origin (Import and Export) Regulations 1996, the Products of Animal Origin (Import and Export) (Amendment) Regulations 1997, the Products of Animal Origin (Import and Export) (Amendment) (England) Regulations 2001, the Products of Animal Origin (Third Country Imports) (England) Regulations 2003 (as amended) and the Importation of Processed Animal Protein Order 1981 (as amended)).

3.8 **Hazardous Goods:** The Seller shall ensure that items comprised in the Goods which are hazardous or may otherwise endanger life or health are clearly identifiable from external packaging. The Seller shall supply with the Goods warning labels appropriate to warn persons coming into contact with the item of the hazards and its effects, together with all necessary instructional material in relation to such hazards and their effects.

3.9 **Custom Mixes:** Where it is agreed between the parties that the Goods shall include certain specified non-standard ingredients ("Purchaser's Additions"), the Seller shall obtain the Purchaser's Additions from suppliers of good repute, but the Seller accepts no responsibility for the quality, condition or effectiveness of the Purchaser's Additions, nor does it warrant that the quantities in which it is agreed that the Purchaser's Additions shall be added to the Goods is safe or otherwise suitable or appropriate for the purposes for which they are intended. The Seller reserves the right to impose a charge on the Purchaser for the mixing into the Goods of any Purchaser's Additions.

4. Delivery

4.1 **Method of Delivery:** Delivery of the Goods shall be effected either (i) by the Seller delivering the Goods or having them delivered to the Purchaser at the Delivery Address or (ii) by the Purchaser collecting the Goods from the Delivery Address after the Seller has notified the Purchaser that the Goods are available for collection, and the expressions "delivery" "deliver" or "delivered", where used in these Conditions, refer to delivery made pursuant to either of those methods. The actual method of delivery shall be specified on the Order. Where method (ii)

above is specified, the Seller shall give notification to the Purchaser that the goods are available for collection in writing and shall use reasonable endeavours to do so not less than five (5) Working Days prior to the date on which the Goods are available for collection. The Purchaser shall be responsible (where method (i) above is used) for unloading the Goods from the appropriate vehicle at the Delivery Address, and the Seller shall be responsible (where method (ii) is used) for loading the goods onto the appropriate vehicle at the Delivery Address. Where method (ii) above is used, the Seller shall have no liability for any loss of or damage to the Goods following loading if the Purchaser, its representative, or any third party not under the direction or control of the Seller makes any change to the manner in which the Goods are loaded, stacked, or distributed by the Purchaser within the relevant vehicle.

4.2 **Delivery Date:** The Seller shall use reasonable endeavours to deliver the Goods on the Delivery Date. However, the time for the delivery of the Goods shall not be of the essence of the Contract, and the Purchaser acknowledges that the Seller shall not be liable to it for any losses, costs, damages, expenses or charges directly or indirectly suffered or incurred by the Purchaser as the result of any delay in the delivery of the Goods, neither shall any such delay entitle the Purchaser to terminate or rescind the Contract, save to the extent that the delay is the result of any failure by the Seller to comply with its obligation in the first sentence of this Condition 4.2 where such failure constitutes a material breach of the Contract for the purposes of Condition 9.1.

4.3 **Delivery not likely to be made:** If at any time the Seller has reason to believe that delivery of the Goods may not be made on the Delivery Date, the Seller shall notify the Purchaser accordingly and, to the extent reasonably practicable, shall provide an estimate of when the Goods will be delivered, without prejudice always to Condition 4.2.

4.4 Failure by Purchaser to Collect Goods

If the Purchaser fails to take delivery of any Goods on the date on which they are made available for collection by the Seller, the Seller shall, without limiting any other remedy available to it, be entitled to:-

- (a) treat the Contract as discharged;
- (b) store the Goods until the date of actual delivery at the reasonable cost of the Purchaser, risk in the Goods passing to the Purchaser on the date on which they are made available for collection by the Seller, the provisions of Condition 6.1 notwithstanding; or
- (c) sell the Goods at the best price reasonably obtainable ("the actual selling price") and charge the Purchaser, as a debt due to the Seller, for any shortfall where the actual selling price, after deduction of any reasonable storage, transportation or selling expenses incurred by the Seller is less than the Price.

5. Acceptance of the Goods

5.1 **When Acceptance Occurs:** The Purchaser shall be deemed to have accepted the Goods on the date of actual delivery (irrespective of whether delivery is made to the Purchaser or a third party nominated by the Purchaser). No provision of law deeming when acceptance of the Goods is to have taken place shall apply.

5.2 **Rejection for Non-Conformity:** Until the Purchaser is deemed to have accepted the Goods, if any Goods are found not to be in conformity with the Contract for any reason, the Purchaser shall be entitled to:

- (a) reject the Goods delivered, treat the Contract as repudiated by the Seller and terminate the Contract as a whole;
- (b) reject the Goods delivered and require the Seller to deliver replacement Goods conforming with the Contract on or before a further Delivery Date specified by the Purchaser (which date shall comply with Condition 2.6 (f)) and in respect of which these Conditions shall apply in the same manner as to the original Delivery Date); or
- (c) where part of the Goods delivered are not in conformity with the Contract, exercise any combination of the above rights.

5.3 **Effect of Acceptance:** Following acceptance by the Purchaser of the Goods, the Purchaser shall not be entitled to exercise any of the rights set out in Condition 5.2, as to which time shall be of the essence.

5.4 **Handling of Rejected Goods:** Where any Goods are rejected by the Purchaser under Condition 5.2 the Goods shall be at the

risk of the Seller and the Seller shall pay the Purchaser's costs of handling. In addition, the Purchaser shall be entitled to return the Goods to the Seller and the Seller shall at the option of the Purchaser either collect the Goods or reimburse or pay to the Purchaser the cost of returning the Goods to the Seller. Provided that neither Condition 5.2 nor this Condition 5.4 shall apply to the extent that, following inspection of the Goods by the Seller after rejection, the Goods are found to conform to the Contract.

6. Title and risk

6.1 **Passing of Risk:** Risk of loss or damage to the Goods shall, save where Condition 4.4 (b) applies, pass to the Purchaser on delivery.

6.2 **Passing of Title:** Title to the Goods shall pass to the Purchaser once the Purchaser has paid for them in full. However, the Purchaser shall be entitled, in the ordinary course of its business, to sell and give good title to any Goods to which title has not yet passed to it, subject to Condition 6.3.

6.3 **Right of Repossession:** Until the Purchaser has obtained title to the Goods, the Purchaser hereby grants to the Seller and its representatives an irrevocable licence at any time to enter any premises where the Goods may be stored in order to inspect them (and where the Purchaser does not own or control such premises the Purchaser hereby undertakes to procure such right) and, where the Purchaser's right to possession of the Products has terminated pursuant to Condition 7.8 (b), to recover them.

7. Price and Payment

7.1 **Value Added Tax, etc:** The Price is exclusive of:-

- (a) Value Added Tax which shall be due at the rate ruling on the date of the Seller's invoice to the Purchaser, provided that such invoice is a VAT invoice; and
- (b) all other duties, taxes and impositions on the Goods or the supply thereof, of whatever kind and howsoever arising.

7.2 **Included Items:** The Price includes the cost of packing, boxing, crating or any other packaging for the Goods.

7.3 **Invoices:** The Seller shall be entitled to submit its invoice for the Goods to the address specified for such purpose in the Order at any time following delivery.

7.4 **Payment Period:** The Purchaser shall pay each invoice submitted by the Seller, in full and without deduction or set-off, on or before the 15th day of the month following the date of the relevant invoice (the said 15th day being "the due date" for the purposes of the remaining provisions of this Condition 7).

7.5 **Method of Payment:** The Purchaser shall pay for the Goods at the Purchaser's option either by cheque or by electronic transfer to such bank account of the Seller as is specified on the relevant invoice.

7.6 **Interest:** Interest shall be payable on any amount due from the Purchaser to the Seller under the Contract and remaining unpaid after the due date at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, from the day after the due date until the date of actual payment, whether before or after any judgment.

7.7 **Set Off:** The Seller shall be entitled to set off against any sum which it owes to the Purchaser the Price of any Goods payable by the Purchaser to the Seller under the Contract or under the terms of any other dealing between the Seller and the Purchaser.

7.8 **Other Remedies for Non-Payment:** If the Purchaser fails to pay in full the Price or any part thereof by the due date (save in the case of a genuine bona fide dispute as to the amount due, and subject to the payment by the Purchaser of any part of the Price not in dispute), then, without limiting any other remedy of the Seller under the Contract:-

- (a) the Seller shall be at liberty to suspend all further deliveries of the Goods or other goods or products of any kind, whether pursuant to the Contract or otherwise, unless and until payment is made; and
- (b) the Purchaser's right to possession of the Products which are the subject of the invoice in question shall terminate with immediate effect.

7.9 **Time of the Essence:** Without limiting any other right or remedy of the Seller in respect of unpaid monies, the time for payment of any sum due to the Seller pursuant to the Contract shall be of the essence of the Contract.

8. Product Recall

Where either party is or ought reasonably to be aware that the Goods are defective in such a way that any reasonable manufacturer or supplier would conclude that they should be subject to a recall or that customers should be notified of the defect, each party shall promptly notify the other of that fact. The Seller shall investigate the alleged defect thoroughly and report to the Purchaser on its findings.

9. Termination

9.1 **Right of Termination:** Either party may at any time terminate the Contract with immediate effect by giving notice to the other party upon the occurrence of any of the following events:

- (a) if the other party commits a material breach of any of its obligations under the Contract and fails, where the breach is capable of remedy, to remedy such breach within 30 days after written notice from the terminating party specifying such breach and requiring it to be remedied;
- (b) if the other party enters into any composition or arrangement for the benefit of its creditors;
- (c) if the other party, being an individual, becomes bankrupt or has a receiving order or administration order made against him;
- (d) if the other party becomes insolvent or appears to be unable to pay a debt or have no reasonable prospect of paying debt (within the meaning of Section 268 of the Insolvency Act 1986) or being a company, appears unable to pay its debts (within the meaning of Section 123 of that Act);
- (e) if the other party is a company or other corporate body, the presentation of a petition or the giving of any notice of a resolution for the winding up of that other party (other than for a members' voluntary winding up of a solvent company for the purpose of a bona fide reconstruction);
- (f) if the other party is a company or other corporate body, the appointment of an administrative receiver or administrator in respect of the whole or any part of that other party's undertaking or assets; or
- (g) if the other party shall suffer any proceedings analogous to any of those described in the foregoing provisions of this Condition 9.1 under any laws outside the UK.

9.2 **Accrued Rights:** Such termination or suspension shall be without prejudice to the rights or remedies of either party under the Contract, whether accrued before or accruing after the effective date of termination.

10. Effect of Termination

The provisions of Conditions 7.4, 7.5, 7.6, 7.7, 11, 13, 14.2, 14.7 and 15 shall survive expiry or termination of the Contract.

11. Limitation of Liability

11.1 **Limitations:** Subject to Condition 11.2:-

- (a) the Seller's total liability to the Purchaser in connection with any and all claims arising in relation to any Goods shall not exceed the Price of those Goods;
- (b) under no circumstances shall the Seller be liable to the Purchaser for loss of profit, loss of revenue, loss of bargain, loss of business or contract, diminution of goodwill or for any other economic loss (whether direct, indirect or consequential), or for any indirect or consequential loss or damage of any kind; and
- (c) save as expressly provided in the Contract all warranties, conditions or other terms implied by statute or common law in relation to the sale of goods are hereby excluded.

11.2 **Exclusion of Limitation:** Nothing in the Contract shall limit or exclude the liability of the Seller:-

- (a) for death or personal injury resulting from the negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977) of the Seller;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any matter in respect of which it would be unlawful or illegal to exclude or limit its liability.

11.3 **Time Limit for Claims:** Notwithstanding any other provision of the Contract, the Seller shall under no circumstances have any liability in respect of any claim for loss or damage of any kind suffered or incurred by the Purchaser unless written notice of such claim, including full particulars thereof, is received by the Seller within three (3) years of the date on which the event,

matter or circumstance giving rise to the claim is alleged to have arisen or occurred.

12. Force Majeure

- 12.1 **Notice of Force Majeure:** Any delay or failure of either party to perform its obligations hereunder shall be excused if and to the extent that it is caused by any of the following events or circumstances which is beyond the reasonable control of the party affected provided that written notice of such a delay (including the anticipated duration of such delay) shall be given by the affected party to the other within three (3) Working Days.
- 12.2 **Purchaser's Rights during Force Majeure:** During the period of such delay or failure to perform by the Seller the Purchaser at its option may purchase Goods from other sources without liability to the Seller.

13. Confidentiality

- 13.1 **Confidentiality Obligations:** A party (the "Receiving Party") which receives, whether directly or indirectly, any Confidential Information belonging to the other party (the "Disclosing Party") shall:
- keep the Confidential Information confidential;
 - not use disclose or otherwise make available the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Conditions 13.2 and 13.3 or 13.4; and
 - not use, disclose or otherwise make available the Confidential Information for any purpose other than the performance of its obligations under the Contract.
- 13.2 **Use of Confidential Information:** During the term of the Contract the Receiving Party may use, disclose or otherwise make available the Confidential Information to its employees and approved sub-contractors (the "Recipient") to the extent that it is necessary for the purposes of the Contract.
- 13.3 **Recipients of Confidential Information:** The Receiving Party shall use its reasonable endeavours to ensure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under the Contract as if the Recipient were a party to the Contract.
- 13.4 **Exclusions from Obligations:** The obligations contained in Conditions 13.1 to 13.3 shall not apply to any Confidential Information which:
- is at the date of the Contract in or at any time after the date of the Contract comes into public knowledge other than through breach of the Contract by the Receiving Party or any Recipient;
 - can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known by the Receiving Party and at its free disposal before disclosure by the Disclosing Party to the Receiving Party;
 - subsequently comes lawfully into the possession of the Receiving Party from a third party without any obligation of confidentiality being imposed upon the Receiving Party in respect thereof ;or
 - is required by law, governmental or regulatory authority, the Takeover Panel or a recognised stock exchange to be disclosed.
- 13.5 **Advertisements:** No public announcement, communication or circular (other than to the extent required by law or any recognised investment exchange) concerning the Goods referred to in the Contract or the existence of the Contract shall be made or despatched by the Purchaser without the prior written consent of the Seller, and only then subject to the giving by the Seller of written approval of the terms and content of any such announcement, communication or circular prior to it being made or despatched by the Purchaser.

14. General

- 14.1 **Entire Agreement:** The Contract constitutes the entire agreement between the parties and cancels and supersedes any and all previous agreements (whether oral or written, express or implied) between the parties relating to the subject matter of the Contract. Except for the express written terms of the Contract, the parties acknowledge and agree that in entering into the Contract they have not relied on or been induced by any warranty, statement or representation of the other or any other person relating to the Contract. Nothing in the Contract shall affect any liability of a party for fraudulent misrepresentation.
- 14.2 **Rights of Third Parties:** No term of the Contract is intended for the benefit of any third party, and none of these Conditions

shall be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 14.3 **Severability:** Each of these Conditions is to be construed as independent of every other Condition so that the invalidity, illegality or unenforceability of any Condition shall not affect the other Conditions, all of which will remain in full force and effect.
- 14.4 **Variations:** No variation of the Contract is effective unless it is made in writing, refers specifically to the Contract and is signed by duly authorised representatives of the Seller and the Purchaser.
- 14.5 **Waiver:** No omission or delay on the part of the Purchaser or the Seller in exercising any right, power or privilege under the Contract shall operate as a waiver by it or of any right to exercise it in future or of any other of its rights under the Contract.
- 14.6 **Rights Cumulative:** Except as expressly provided in the Contract, the rights and remedies contained in the Contract are cumulative and shall be in addition to every other right or remedy provided by law or otherwise.
- 14.7 **Continuation following Termination:** The Contract shall, as to any of its provisions remaining to be performed in whole or in part or capable of having effect following termination or performance, remain in full force and effect despite termination in accordance with Condition 9.
- 14.8 **Assignment/Sub-Contracting:**
- The Seller shall be entitled to assign the whole or any part of its rights or obligations under Contract, or to sub-contract the whole or any part of its obligations under the Contract without the prior written consent of the Purchaser.
 - The Purchaser shall not be entitled to assign the whole or any part of its rights or obligations under Contract, or to sub-contract the whole or any part of its obligations under the Contract without the prior written consent of the Seller.
- 14.9 **Notices:** Any notice required to be sent under the Contract will be properly served if sent in writing:
- by hand in which case such notice shall be deemed to be served at the time of delivery where it is delivered on a Working Day, and at 9am on the first Working Day following the day of delivery if it was not delivered on a Working Day;
 - by first class or recorded delivery post to the address of the party in question given on the Order (or such other address as the parties may notify to each other from time to time) in which case such notice will be deemed to have been served two Working Days after the date of posting; or
 - by fax to the party in question, in which case such notice will be deemed to have been served on the next Working Day after receipt of an uninterrupted transmission confirmation.

15. Law and Jurisdiction

English law shall govern the construction and operation of the Contract and the Seller and the Purchaser each agree to submit to the exclusive jurisdiction of the English courts.