



THE OIL FAMILY

SALES TERMS & CONDITIONS

1. RULES OF INTERPRETATION & DEFINITIONS

THE SUPPLIER:

O&3 LTD

COMPANY REGISTRATION NUMBER: 11052797

VAT: GB 285401700

THE BUYER:

PERSON, FIRM OR COMPANY WHO PURCHASES THE GOODS FROM THE SUPPLIER.

CONTRACT:

ANY CONTRACT BETWEEN THE SUPPLIER AND THE BUYER FOR THE SALE AND PURCHASE OF THE GOODS.
INCORPORATING THESE CONDITIONS AND THE ORDER CONFIRMATION.

DELIVERY POINT:

THE LOCATION OF WHERE THE DELIVERY OF THE PURCHASED GOODS IS TO TAKE PLACE AS DESCRIBED IN THE
SALES
CONFIRMATION.

ORDER CONFIRMATION:

THE SUPPLIERS ORDER CONFIRMATION OF THE BUYER'S ORDER TO WHICH THESE TERMS & CONDITIONS ARE
ATTACHED.

GOODS:

ALL GOODS THAT ARE AGREED IN THE SALES CONFIRMATION ARE TO BE SUPPLIED TO THE BUYER BY THE
SUPPLIER
(INCLUDING ANY PART OR PARTS OF THEM) .

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.

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1.A

A REFERENCE TO A PARTICULAR LAW IS A REFERENCE TO IT AS IT IS IN FORCE FOR THE TIME BEING TAKING ACCOUNT OF ANY AMENDMENT, EXTENSION, APPLICATION OR RE-ENACTMENT AND INCLUDES ANY SUBORDINATE LEGISLATION FOR THE TIME BEING IN FORCE MADE UNDER IT.

1.B

WORDS IN THE SINGULAR INCLUDE THE PLURAL AND IN THE PLURAL INCLUDE THE SINGULAR.

1.C

A REFERENCE TO ONE GENDER INCLUDES A REFERENCE TO THE OTHER GENDER.

1.D

CONDITION HEADINGS DO NOT AFFECT THE INTERPRETATION OF THESE CONDITIONS.

2. APPLICATION OF TERMS

2.A

SUBJECT TO ANY VARIATION UNDER CONDITION 2.D OR CONDITION 7 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.B

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.C

THESE CONDITIONS APPLY TO ALL THE BUYERS SALES AND ANY VARIATION TO THESE CONDITIONS AND ANY REPRESENTATIONS ABOUT THE GOODS SHALL HAVE NO EFFECT UNLESS EXPRESSLY AGREED IN WRITING AND SIGNED BY A DIRECTOR 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 AGREED SALES CONFIRMATION. NOTHING IN THIS CONDITION SHALL EXCLUDE OR LIMIT THE COMPANY'S LIABILITY FOR FRAUDULENT MISREPRESENTATION.

2.D

EACH ORDER OR ACCEPTANCE OF A QUOTATION FOR GOODS BY THE BUYER FROM THE SUPPLIER SHALL BE DEEMED TO BE AN OFFER BY THE BUYER TO BUY GOODS SUBJECT TO THESE CONDITIONS.

2.E

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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NO ORDER PLACED BY THE BUYER SHALL BE DEEMED TO BE ACCEPTED BY THE COMPANY UNTIL A WRITTEN ORDER CONFIRMATION IS ISSUED BY THE SUPPLIER OR (IF EARLIER) THE SUPPLIER DELIVERS THE GOODS TO THE BUYER.

2.F

ANY QUOTATION IS GIVEN ON THE BASIS THAT NO CONTRACT SHALL COME INTO EXISTENCE UNTIL THE SUPPLIER DESPACHES A SALES ORDER CONFIRMATION TO THE BUYER; AND NO QUOTATION SHALL BIND THE SUPPLIER UNTIL THE SALES ORDER CONFIRMATION IS ISSUED BY THE SUPPLIER AND THEN SIGNED BY THE BUYER OR, IF EARLIER, THE SUPPLIER DELIVERS THE GOODS.

3. DESCRIPTION

3.A

THE BUYER SHALL ENSURE THAT THE TERMS OF ITS ORDER AND ANY APPLICABLE SPECIFICATION ARE COMPLETE AND ACCURATE.

3.B

THE QUANTITY, DESCRIPTION AND TECHNICAL SPECIFICATION OF THE GOODS SHALL BE AS SET OUT IN THE SALES ORDER CONFIRMATION FOR THE SUPPLY OF THE GOODS OR IF NONE, BE AS SPECIFIED BY THE SUPPLIER AND THE GOODS WILL CONFORM AT THE TIME OF DELIVERY WITH THE PRODUCT SPECIFICATION FOR THE GOODS ISSUED BY THE SUPPLIER WITH THE GOODS.

3.C

ALL SAMPLES, DRAWINGS, DESCRIPTIVE MATTER, SPECIFICATIONS AND ADVERTISING ISSUED BY THE SUPPLIER AND ANY DESCRIPTIONS OR ILLUSTRATIONS CONTAINED ON THE SUPPLIERS WEBSITE AND IN THEIR COMPANY LITERATURE OR QUOTATION ARE ISSUED OR PUBLISHED FOR THE SOLE PURPOSE OF GIVING AN APPROXIMATE IDEA OF THE GOODS DESCRIBED IN THEM. THIS INFORMATION PROVIDED SHALL NOT FORM PART OF THE CONTRACT AND THIS IS NOT A SALE BY SAMPLE. ANY SAMPLES OF GOODS, HOWEVER, SHALL CONFORM WITH ANY AGREED SPECIFICATION.

3.D

DUE TO THE VOLATILITY OF THE INGREDIENTS SUPPLIED, THE SUPPLIER MAY ALTER THE TECHNICAL SPECIFICATION OF THE GOODS WITHOUT PRIOR NOTICE TO THE BUYER.

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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4. DELIVERY

4.A

WHERE THE COMPANY HAS THE GOODS IN STOCK, IT SHALL DELIVER THE GOODS AT THE DATE SPECIFIED IN THE CONTRACT.

4.B

WHERE THE SUPPLIER SOURCES THE GOODS FROM A THIRD PARTY, THE FOLLOWING APPLIES:

4.B.I

ON EACH OCCASION THAT THE BUYER WISHES TO CALL OFF DELIVERY OF THE GOODS OR ANY INSTALMENT THEREOF, THE BUYER MUST GIVE 7 DAYS' ADVANCE NOTICE OF ITS DELIVERY REQUIREMENTS TO THE SUPPLIER AS AGREED WITH THE SUPPLIER VIA ORDER CONFIRMATION.

4.B.II

PROVIDED THAT THE BUYER HAS GIVEN SUCH ADVANCE NOTICE AS MAY BE SPECIFIED IN THE SALES CONFIRMATION (OR OTHERWISE NOTIFIED TO THE BUYER BY THE SUPPLIER) OF ITS DELIVERY REQUIREMENTS IN ACCORDANCE WITH CONDITION 4.A, THE SUPPLIER SHALL ARRANGE FOR THE DELIVERY OF GOODS TO THE DELIVERY POINT THE DATE AND TIME AGREED BY THE TWO PARTIES (DELIVERY DATE). IN THE EVENT THAT THE

BUYER GIVES LESS THAN 7 DAYS' ADVANCE NOTICE OF ITS DELIVERY REQUIREMENTS, THE SUPPLIER SHALL AIM TO EFFECT DELIVERY WHEN REQUESTED BY THE BUYER BUT SHALL NOT HEREBY BE OBLIGED TO FULFIL SUCH REQUIREMENTS ON LESS THAN 7 DAYS' ADVANCE NOTICE.

4.B.III

ANY DELIVERY DATE FOR DELIVERY OF THE GOODS IS INTENDED BY THE SUPPLIER TO BE AN ESTIMATE AND TIME FOR DELIVERY SHALL NOT BE MADE OF THE ESSENCE BY NOTICE.

4.B.IV

THE BUYER SHALL ACCEPT DELIVERY OF THE GOODS ON THE AGREED DELIVERY DATE. IF FOR ANY REASON THE BUYER FAILS TO ACCEPT DELIVERY OF ANY OF THE GOODS WHEN THEY ARE READY FOR DELIVERY, OR THE SUPPLIER IS UNABLE TO DELIVER THE GOODS ON TIME BECAUSE THE BUYER HAS NOT PROVIDED APPROPRIATE INSTRUCTIONS, DOCUMENTS, LICENCES OR AUTHORISATIONS:

4.B.IV.I

RISK IN THE GOODS SHALL PASS TO THE BUYER;

4.B.IV.II

THE GOODS SHALL BE DEEMED TO HAVE BEEN DELIVERED; AND

4.B.IV.III

THE SUPPLIER 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.C

UNLESS OTHERWISE STATED IN THE SALES CONFIRMATION, THE BUYER SHALL PROVIDE AT THE DELIVERY POINT AND AT ITS EXPENSE, ADEQUATE AND APPROPRIATE EQUIPMENT AND MANUAL LABOUR FOR UNLOADING THE GOODS.

4.D

IF THE BUYER ORDERS THE GOODS FOR DELIVERY OUTSIDE OF THE UK, THEN UNLESS OTHERWISE AGREED BY THE THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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SUPPLIER, THE BUYER SHALL BE RESPONSIBLE FOR ARRANGING ANY NECESSARY IMPORT OR EXPORT LICENCES AND FOR ENSURING THAT THE GOODS COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE COUNTRY FOR WHICH THE GOODS ARE DESTINED.

4.E

THE BUYER SHALL BE RESPONSIBLE FOR ENSURING SAFE ACCESS FOR THE DELIVERY VEHICLE AND SAFE CONDITIONS FOR DELIVERY AND THAT A COMPETENT PERSON IS IN ATTENDANCE AT DELIVERY ON BEHALF OF THE BUYER AND FOR ENSURING COMPLIANCE WITH ALL LEGISLATION, REGULATION AND SAFE PRACTICES IN RESPECT OF OFF-LOADING AND STORAGE OF THE GOODS.

5. NON-DELIVERY

5.A

THE QUANTITY OF ANY CONSIGNMENT OF GOODS AS RECORDED BY THE SUPPLIER WHEN LOADING THE GOODS ON DESPATCH FROM THE SUPPLIERS 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.B

THE SUPPLIER SHALL NOT BE LIABLE FOR ANY NON-DELIVERY OF GOODS UNLESS THE BUYER GIVES NOTICE TO THE SUPPLIER OF THE NON-DELIVERY WITHIN 24 HOURS OF THE TIME WHEN THE GOODS WOULD IN THE ORDINARY COURSE OF EVENTS HAVE BEEN RECEIVED AND CONFIRMS SUCH NOTICE IN WRITING WHEN REQUIRED BY THE SUPPLIER.

5.C

ANY LIABILITY OF THE SUPPLIER FOR NON-DELIVERY OF THE GOODS SHALL BE LIMITED TO REPLACING THE GOODS WITHIN A REASONABLE TIME OR ISSUING A CREDIT NOTE AT THE PRO RATA CONTRACT RATE AGAINST ANY INVOICE RAISED FOR SUCH GOODS.

6. RISK/TITLE

6.A

THE GOODS ARE AT THE RISK OF THE BUYER FROM THE TIME OF DELIVERY.

6.B

WHERE THE GOODS ARE VOLATILE, THIS WILL BE INDICATED ON THE MATERIAL SAFETY DATA SHEET ISSUED WITH THE GOODS AND HAZARDOUS GOODS WILL BE LABELLED APPROPRIATELY. THE BUYER SHALL TAKE ALL NECESSARY PRECAUTIONS.

6.C

OWNERSHIP OF THE GOODS SHALL NOT PASS TO THE BUYER UNTIL THE SUPPLIER HAS RECEIVED IN FULL (IN CASH

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OR CLEARED FUNDS) ALL SUMS DUE TO IT IN RESPECT OF:

6.C.I

THE GOODS; AND

6.C.II

ALL OTHER SUMS WHICH ARE OR WHICH BECOME DUE TO THE SUPPLIER FROM THE BUYER ON ANY ACCOUNT.

6.D

UNTIL OWNERSHIP OF THE GOODS HAS PASSED TO THE BUYER, THE BUYER WILL:

6.D.I

HOLD THE GOODS ON A FIDUCIARY BASIS AS THE SUPPLIERS BAILEE;

6.D.II

STORE THE GOODS (AT NO COST TO THE SUPPLIER) SEPARATELY FROM ALL OTHER GOODS OF THE BUYER OR ANY THIRD PARTY IN SUCH A WAY THAT THEY REMAIN READILY IDENTIFIABLE AS THE SUPPLIERS PROPERTY;

6.D.III

NOT DESTROY, DEFACE OR OBSCURE ANY IDENTIFYING MARK OR PACKAGING ON OR RELATING TO THE GOODS; AND

6.D.IV

MAINTAIN THE GOODS IN SATISFACTORY CONDITION AND KEEP THEM INSURED ON THE SUPPLIERS BEHALF FOR THEIR FULL PRICE AGAINST ALL RISKS TO THE REASONABLE SATISFACTION OF THE SUPPLIER. ON REQUEST THE BUYER SHALL PRODUCE THE POLICY OF INSURANCE TO THE SUPPLIER.

6.E

THE BUYER MAY RESELL THE GOODS BEFORE OWNERSHIP HAS PASSED TO IT SOLELY ON THE FOLLOWING CONDITIONS:

6.E.I

ANY SALE SHALL BE EFFECTED IN THE ORDINARY COURSE OF THE BUYER'S BUSINESS AT FULL MARKET VALUE;
AND

6.E.II

ANY SUCH SALE SHALL BE A SALE OF THE SUPPLIERS PROPERTY ON THE BUYER'S OWN BEHALF AND THE BUYER SHALL DEAL AS PRINCIPAL WHEN MAKING SUCH A SALE.

6.F

THE BUYER'S RIGHT TO POSSESSION OF THE GOODS SHALL TERMINATE IMMEDIATELY IF:

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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6.F.I

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

6.F.II

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 SALES CONTRACT OR ANY OTHER CONTRACT BETWEEN THE SUPPLIER 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

6.F.III

THE BUYER ENCUMBERS OR IN ANY WAY CHARGES ANY OF THE GOODS.

6.G

THE SUPPLIER SHALL BE ENTITLED TO RECOVER PAYMENT FOR THE GOODS NOT WITHSTANDING THAT OWNERSHIP OF ANY OF THE GOODS HAS NOT PASSED FROM THE SUPPLIER.

6.H

THE BUYER GRANTS THE SUPPLIER, 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, THE COSTS OF WHICH WILL BE MET BY THE BUYER.

6.I

WHERE THE COMPANY IS UNABLE TO DETERMINE WHETHER 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.

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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6.J

ON TERMINATION OF THE CONTRACT, HOWSOEVER CAUSED, THE SUPPLIER (BUT NOT THE BUYER'S) RIGHTS CONTAINED IN THIS CONDITION 6 SHALL REMAIN IN EFFECT.

7. CANCELLATION AND VARIATION BY THE BUYER

7.A

SAVE WHERE THE SALES CONTRACT IS TERMINATED PURSUANT TO CONDITION 16, ORDERS ACCEPTED BY THE SUPPLIER ON ITS ORDER CONFIRMATION AND DELIVERY DATES AGREED BY THE SUPPLIER IN ACCORDANCE WITH CONDITION 4.B MAY NOT BE VARIED OR CANCELLED BY THE BUYER WITHOUT THE SUPPLIERS PRIOR WRITTEN CONSENT. WHERE SUCH CONSENT IS GIVEN, THE SUPPLIER RESERVES THE RIGHT, WHERE NECESSARY TO MAKE CHARGES TO COVER THE COST INCURRED BY THE SUPPLIER AT THE DATE OF CANCELLATION OR VARIATION REQUESTED BY THE BUYER AND THE BUYER AGREES TO PAY ANY SUCH CHARGES.

8. PRICE

8.A

UNLESS OTHERWISE AGREED IN WRITING AND SIGNED BY A MANAGER OF THE SUPPLIER, THE PRICE FOR THE GOODS SHALL BE THE PRICE SET OUT IN THE CONTRACT.

8.B

UNLESS OTHERWISE STATED IN THE SALES CONTRACT, THE PRICE FOR THE GOODS SHALL BE EXCLUSIVE OF ANY VALUE ADDED TAX AND INCLUSIVE OF ALL COSTS OR CHARGES IN RELATION TO PACKAGING, LOADING, UNLOADING, CARRIAGE AND INSURANCE. ALL PRICES ARE SUBJECT TO ALL GOVERNMENT OR OTHER TAXES, DUTIES, LEVIES, CHARGES, ASSESSMENTS OR IMPOSITIONS WHERE APPLICABLE AT THE APPROPRIATE RATE, WHICH SHALL BE FOR THE BUYER'S ACCOUNT.

9. PAYMENT

9.A

SUBJECT TO CONDITION 9.E, PAYMENT OF THE PRICE FOR THE GOODS AND DELIVERY OF THE GOODS IS DUE IN POUNDS STERLING (£), EURO (€) OR US DOLLAR (\$) WITHIN 28 DAYS OF THE DATE OF THE SUPPLIERS INVOICE

UNLESS OTHERWISE AGREED BY THE SUPPLIER IN WRITING.

9.B

TIME FOR PAYMENT SHALL BE OF THE ESSENCE.

9.C

THE BUYER SHALL BE RESPONSIBLE FOR ANY IMPORT DUTIES AND TAXES WHICH ARE LEVIED IF THE GOODS ARE DELIVERED OUTSIDE OF THE UK.

9.D

NO PAYMENT SHALL BE DEEMED TO HAVE BEEN RECEIVED UNTIL THE SUPPLIER HAS RECEIVED CLEARED FUNDS.

9.E

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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ALL PAYMENTS PAYABLE TO THE SUPPLIER UNDER THE CONTRACT SHALL BECOME DUE IMMEDIATELY ON ITS TERMINATION DESPITE ANY OTHER PROVISION.

9.F

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 SUPPLIER TO THE BUYER.

9.G

IF THE BUYER FAILS TO PAY THE SUPPLIER ANY SUM DUE PURSUANT TO THE SALES CONTRACT, THE BUYER SHALL BE LIABLE TO PAY INTEREST TO THE SUPPLIER ON SUCH SUM FROM THE DUE DATE FOR PAYMENT AT THE ANNUAL RATE OF 7% ABOVE THE BASE LENDING RATE FROM TIME TO TIME, ACCRUING ON A DAILY BASIS UNTIL PAYMENT IS MADE, WHETHER BEFORE OR AFTER ANY JUDGMENT. THE SUPPLIER RESERVES THE RIGHT TO CLAIM INTEREST UNDER THE LATE PAYMENT OF COMMERCIAL DEBTS (INTEREST) ACT 1998.

10. QUALITY

10.A

THE SUPPLIER WARRANTS THAT AT THE TIME OF DELIVERY, THE GOODS WILL COMPLY WITH THE MATERIAL SPECIFICATIONS AND PROPERTIES DETAILED IN THE PRODUCT SPECIFICATION AND ANY CERTIFICATES OF ANALYSIS ISSUED BY THE SUPPLIER TO THE BUYER FOR THE GOODS.

10.B

THE SUPPLIER SHALL NOT BE LIABLE FOR A BREACH FOR THE WARRANTY IN CONDITION 10.A UNLESS:

10.B.I

THE BUYER GIVES WRITTEN NOTICE OF SUCH NON-COMPLIANCE TO THE SUPPLIER, WITHIN 5 WORKING DAYS OF THE TIME WHEN THE BUYER DISCOVERS OR OUGHT TO HAVE DISCOVERED THE NON-COMPLIANCE; AND

10.B.II

THE SUPPLIER IS GIVEN A REASONABLE OPPORTUNITY AFTER RECEIVING THE NOTICE OF EXAMINING SUCH GOODS OR SUCH SAMPLE AS THE SUPPLIER MAY REQUIRE AND THE BUYER (IF ASKED TO DO SO BY THE SUPPLIER) RETURNS SUCH GOODS TO THE SUPPLIER'S PLACE OF BUSINESS AT THE BUYER'S COST FOR THE EXAMINATION TO TAKE PLACE THERE, AND THE SUPPLIER IS SATISFIED UPON CONDUCTING AN EXAMINATION THAT THE GOODS DO NOT COMPLY WITH THE SPECIFICATION DETAILED IN CONDITION 10.A

10.C

THE SUPPLIER SHALL NOT BE LIABLE FOR A BREACH OF THE WARRANTY IN CONDITION 10.A IF:

10.C.I

THE BUYER MAKES ANY FURTHER USE OF SUCH GOODS AFTER GIVING SUCH NOTICE AS SPECIFIED IN 10.B.I; OR

10.C.II

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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THE DEFECT ARISES BECAUSE THE BUYER FAILED TO FOLLOW THE SUPPLIERS ORAL OR WRITTEN INSTRUCTIONS AS TO THE OFF-LOADING, STORAGE, COMMISSIONING, USE OR MAINTENANCE OF THE GOODS OR FAILED TO FOLLOW INSTRUCTIONS OR RECOMMENDATIONS FOR THE GOODS CONTAINED IN THE CERTIFICATES OF ANALYSIS AND/OR GOOD TRADE PRACTICE; OR

10.c.iii

THE BUYER ALTERS OR INTERFERES WITH THE GOODS WITHOUT THE WRITTEN CONSENT OF THE SUPPLIER; OR

10.c.iv

THE SHELF LIFE FOR THE GOODS AS STATED IN THE CERTIFICATE OF ANALYSIS OR OTHERWISE ADVISED BY THE SUPPLIERS HAS EXPIRED.

10.d

SUBJECT TO CONDITION 10.b AND CONDITION 10.c, IF ANY OF THE GOODS DO NOT CONFORM WITH THE WARRANTY

IN CONDITION 10.a THE SUPPLIER SHALL AT ITS OPTION RESTORE OR REPLACE SUCH GOODS (OR THE DEFECTIVE

PART) OR REFUND THE PRICE OF SUCH GOODS AT THE PRO RATA SALES CONTRACT RATE PROVIDED THAT, IF THE SUPPLIER SO REQUESTS, THE BUYER SHALL, AT THE BUYER'S EXPENSE, RETURN THE GOODS OR THE PART OF SUCH

GOODS WHICH ARE DEFECTIVE TO THE SUPPLIER.

10.e

IF THE SUPPLIER COMPLIES WITH CONDITION 10.d IT SHALL HAVE NO FURTHER LIABILITY FOR A BREACH OF ANY

OF THE WARRANTIES IN CONDITION 10.a IN RESPECT OF SUCH GOODS.

10.f

ANY GOODS REPLACED WILL CONFORM TO THE SPECIFICATIONS AND DESCRIPTIONS DETAILED IN CONDITION 10.a

11. INTELLECTUAL PROPERTY

11.a

ALL INTELLECTUAL PROPERTY RELATING TO THE GOODS IN THE FORM OF ANY COPYRIGHT, TRADEMARKS, PATENTS, DESIGNS, KNOW-HOW, INFORMATION OR DATA IN OR USED IN RELATION TO THE GOODS, THE SPECIFICATION FOR THE GOODS AND /OR USED BY THE SUPPLIER IN SUPPLYING THE GOODS SHALL AT ALL TIMES REMAIN THE EXCLUSIVE PROPERTY OF THE SUPPLIER OR ITS LICENSORS. THE SUPPLIER LICENCES ALL SUCH RIGHTS TO THE BUYER FREE OF CHARGE AND OR A NON-EXCLUSIVE WORLDWIDE BASIS ONLY TO THE EXTENT NECESSARY TO ENABLE THE BUYER TO MAKE REASONABLE USE OF THE GOODS AND TO SUPPLY THEM FOR ONWARD SALE TO THIRD PARTIES BUT NO FURTHER.

12. LIMITATION OF LIABILITY

12.a

SUBJECT TO CONDITION 4.5, 5.b, 5.c AND CONDITION 10, THE FOLLOWING PROVISIONS SET OUT THE ENTIRE FINANCIAL LIABILITY OF THE SUPPLIER (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS

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EMPLOYEES, AGENTS AND SUB-CONTRACTORS) TO THE BUYER IN RESPECT OF:

12.A.I

ANY BREACH OF THESE CONDITIONS;

12.A.II

ANY USE MADE OR RESALE BY THE BUYER OF ANY OF THE GOODS, OR OF ANY PRODUCT INCORPORATING ANY OF THE GOODS; AND

12.A.III

ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION INCLUDING NEGLIGENCE ARISING UNDER OR IN CONNECTION WITH THE SALES CONTRACT.

12.B

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW (SAVE FOR THE CONDITIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979) ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE SALES CONTRACT.

12.c

NOTHING IN THESE CONDITIONS EXCLUDES OR LIMITS THE LIABILITY OF THE COMPANY:

12.c.I

FOR DEATH OR PERSONAL INJURY CAUSED BY THE COMPANY'S NEGLIGENCE; OR

12.c.II

FOR ANY MATTER WHICH IT WOULD BE ILLEGAL FOR THE COMPANY TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY; OR

12.c.III

FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

12.D

SUBJECT TO CONDITION 12.B AND CONDITION 12.c:

12.D.I

THE SUPPLIERS TOTAL LIABILITY IN THE SALES CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE SALES CONTRACT SHALL BE LIMITED TO THE SALES CONTRACT PRICE FOR THE GOODS WHICH ARE THE SUBJECT MATTER OF THE CLAIM; AND

12.D.II

THE SUPPLIER SHALL NOT BE LIABLE TO THE BUYER FOR LOSS OF PROFIT, LOSS OF BUSINESS, OR DEPLETION OF GOODWILL IN EACH CASE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OR ANY CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SALES CONTRACT.

13. ASSIGNMENT

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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13.A

THE SUPPLIER MAY ASSIGN THE SALES CONTRACT OR ANY PART OF IT TO ANY PERSON, FIRM OR COMPANY.

13.B

THE BUYER SHALL NOT BE ENTITLED TO ASSIGN THE SALES CONTRACT OR ANY PART OF IT WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUPPLIER.

14. CONFIDENTIALITY

THE BUYER SHALL KEEP IN STRICT CONFIDENCE ALL TECHNICAL OR COMMERCIAL KNOW-HOW, SPECIFICATION, INVENTION, PROCESS AND INITIATIVES WHICH HAVE BEEN DISCLOSED TO THE BUYER BY THE SUPPLIER OR ITS AGENTS AND ANY OTHER CONFIDENTIAL INFORMATION CONCERNING THE SUPPLIERS BUSINESS OR THE GOODS WHICH THE BUYER MAY OBTAIN AND THE BUYER SHALL RESTRICT DISCLOSURE OF SUCH CONFIDENTIAL INFORMATION TO SUCH OF ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS AS HAVE ENTERED INTO OBLIGATIONS OF CONFIDENTIALITY WITH THE BUYER ON TERMS EQUIVALENT TO THIS CONDITION 14.

15. FORCE MAJEURE

15.A

SUBJECT TO CONDITION 15.B THE SUPPLIER RESERVES THE RIGHT TO DEFER THE DATE OF DELIVERY OR TO CANCEL

THE SALES CONTRACT OR REDUCE THE VOLUME OF THE GOODS ORDERED BY THE BUYER (WITHOUT LIABILITY TO THE BUYER) IF IT IS PREVENTED FROM OR DELAYED IN THE CARRYING ON OF ITS BUSINESS DUE TO CIRCUMSTANCES

BEYOND THE REASONABLE CONTROL OF THE SUPPLIER INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, GOVERNMENTAL ACTIONS, WAR OR NATIONAL EMERGENCY, ACTS OF TERRORISM, PROTESTS, RIOT, CIVIL COMMOTION, FIRE, EXPLOSION, FLOOD, EPIDEMIC, LOCK-OUTS, STRIKES OR OTHER LABOUR DISPUTES (WHETHER OR

NOT RELATING TO EITHER PARTY'S WORKFORCE) BREAKDOWN OF MACHINERY, OR RESTRAINTS OR DELAYS AFFECTING CARRIERS OR INABILITY OR DELAY IN OBTAINING SUPPLIES OF ADEQUATE OR SUITABLE MATERIALS, OR

THROUGH DEFAULT OF THE BUYER OR ITS SUBCONTRACTORS.

15.B

WITHOUT PREJUDICE TO CONDITION 15.A, IN THE EVENT OF ANY EXECUTIVE OR LEGISLATIVE ACT BY OR ON BEHALF OF THE UK GOVERNMENT, THE EUROPEAN COMMISSION OR THE GOVERNMENT OR OTHER AUTHORITY OF ANY OTHER COUNTRY PREVENTING THE SUPPLIER FROM OBTAINING DELIVERY OF RAW MATERIALS INTENDED TO BE APPLIED AGAINST THE SALES CONTRACT, OR IN THE EVENT OF A BLOCKADE OR HOSTILITIES SIMILARLY PREVENTING SUCH DELIVERY, THE SALES CONTRACT AND ANY DELIVERY PERIOD SHALL AUTOMATICALLY EXTEND FOR 30 DAYS. FOLLOWING EXPIRY OF THE EXTENDED PERIOD SHOULD DELIVERY STILL PROVE IMPOSSIBLE FOR THE REASON(S) SET OUT IN THIS CONDITION 15.B, EITHER PARTY SHALL HAVE THE RIGHT TO TERMINATE THE SALES CONTRACT IMMEDIATELY ON WRITTEN NOTICE TO THE OTHER. IF REQUIRED, THE SUPPLIER SHALL BE REQUIRED TO PRODUCE EVIDENCE TO JUSTIFY ANY CLAIM FOR EXTENSION OR TERMINATION.

16. TERMINATION

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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16.A

THE SUPPLIER SHALL HAVE THE RIGHT AT ANY TIME BY GIVING NOTICE IN WRITING TO THE BUYER TO TERMINATE THE CONTRACT FORTHWITH IF:

16.A.I

THE BUYER COMMITS A MATERIAL BREACH OF ANY OF THE TERMS AND CONDITIONS OF THE SALES CONTRACT; OR

16.A.II

ANY DISTRESS, EXECUTION OR OTHER PROCESS IS LEVIED UPON ANY OF THE ASSETS OF THE BUYER; OR

16.A.III

THE BUYER HAS A BANKRUPTCY ORDER MADE AGAINST IT OR MAKES AN ARRANGEMENT OR COMPOSITION WITH ITS 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 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 ANY

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

16.A.IV

THE BUYER CEASES OR THREATENS TO CEASE TO CARRY ON ITS BUSINESS; OR

16.A.V

THE BUYER TAKES OR SUFFERS ANY SIMILAR OR ANALOGOUS ACTION IN ANY JURISDICTION IN CONSEQUENCE OF DEBT.

16.B

THE TERMINATION OF THE SALES CONTRACT, HOWEVER ARISING, SHALL BE WITHOUT PREJUDICE TO THE RIGHTS AND DUTIES OF THE PARTIES ACCRUED PRIOR TO TERMINATION.

17. DISPUTE RESOLUTION

17.A

SUBJECT TO CONDITION 17.B, IF ANY DISPUTE ARISES IN CONNECTION WITH THE SALES CONTRACT, THE SUPPLIER

AND THE BUYER WILL ATTEMPT TO SETTLE THE DISPUTE IN ACCORDANCE WITH THE RULES OF ARBITRATION AND APPEAL OF THE FEDERATION OF OILS, SEEDS AND FATS ASSOCIATION LIMITED AND SHALL BE REFERRED TO

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ARBITRATION IN LONDON IN ACCORDANCE WITH THE ARBITRATION ACT 1996 AND ANY STATUTORY MODIFICATION OR RE-AMENDMENT OF THE SAME.

17.B

NOTHING IN THIS CONDITION 17 SHALL PREVENT THE SUPPLIER FROM COMMENCING OR CONTINUING COURT PROCEEDINGS AGAINST THE BUYER FOR ANY BREACH OF CONDITION 11 OR 14.

18. GENERAL

18.A

EACH RIGHT OR REMEDY OF THE SUPPLIER UNDER THE SALES CONTRACT IS WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY OF THE SUPPLIER WHETHER UNDER THE CONTRACT OR NOT.

18.B

IF ANY PROVISION OF THE SALES 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 SALES CONTRACT AND THE REMAINDER OF SUCH PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT.

18.C

FAILURE OR DELAY BY THE SUPPLIER IN ENFORCING OR PARTIALLY ENFORCING ANY PROVISION OF THE SALES CONTRACT SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF ITS RIGHTS UNDER THE SALES CONTRACT.

18.D

ANY WAIVER BY THE SUPPLIER OF ANY BREACH OF, OR ANY DEFAULT UNDER, ANY PROVISION OF THE SALES CONTRACT BY THE BUYER SHALL NOT BE DEEMED A WAIVER OF ANY SUBSEQUENT BREACH OR DEFAULT AND SHALL IN NO WAY AFFECT THE OTHER TERMS OF THE SALES CONTRACT.

18.E

THE PARTIES TO THE SALES CONTRACT DO NOT INTEND THAT ANY TERM OF THE SALES 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.

18.F

SUBJECT TO CONDITION 17, THE FORMATION, EXISTENCE, CONSTRUCTION, PERFORMANCE, VALIDITY AND ALL ASPECTS OF THE SALES CONTRACT SHALL BE GOVERNED BY ENGLISH LAW AND THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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19. **COMMUNICATIONS**

19.A

ALL COMMUNICATIONS BETWEEN THE PARTIES ABOUT THE SALES CONTRACT SHALL BE IN WRITING (WHICH INCLUDES EMAIL) AND DELIVERED BY HAND OR SENT BY POST OR SENT BY EMAIL:

19.A.I

(IN CASE OF COMMUNICATIONS TO THE SUPPLIERS) TO ITS REGISTERED OFFICE OR SUCH CHANGED ADDRESS AS SHALL BE NOTIFIED TO THE BUYER BY THE SUPPLIER; OR

19.A.II

(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 SALES CONTRACT OR SUCH OTHER ADDRESS AS SHALL BE NOTIFIED TO THE SUPPLIER BY THE BUYER.

19.B

COMMUNICATIONS SHALL BE DEEMED TO HAVE BEEN RECEIVED:

19.B.I

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

19.B.II

IF DELIVERED BY HAND, ON THE DAY OF DELIVERY; OR

19.B.III

IF SENT BY EMAIL, AT THE TIME OF TRANSMISSION.

19.c

ANY NOTICE REQUIRED TO BE GIVEN IN WRITING PURSUANT TO THE SALES CONTRACT SHALL BE DEEMED TO INCLUDE EMAIL AND ANY ORAL NOTICE GIVEN BY EITHER PARTY PURSUANT TO THE SALES CONTRACT MUST BE CONFIRMED IN WRITING (WHICH INCLUDES EMAIL) IN ORDER TO BE VALID.

THE ATTACHED INFORMATION IS CONSIDERED TO BE CORRECT AT THE TIME THE CLIENT RECEIVED THIS INFORMATION. PLEASE BE AWARE THAT DETAIL CAN CHANGE AND WE ENCOURAGE CLIENTS TO UPDATE THEIR RECORDS WITH O&3 REGULARLY. THE INFORMATION IS NOT AND SHOULD NOT BE CONSIDERED A GUARANTEE OR WARRANTY, OR A PART OF OUR CONTRACTUAL OR OTHER LEGAL OBLIGATIONS. THE INFORMATION IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR TRANSMITTED IN WHOLE OR IN PART WITHOUT PERMISSION FROM O&3.



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