

SIBA COMMERCIAL SERVICES LIMITED: SUPPLY AGREEMENT RELATING TO THE SUPPLY OF PRODUCTS UNDER THE BEERFLEX SCHEME

1. BACKGROUND

1.1 These Terms (as defined below) relate to and govern the sale by SIBA Member Brewers of Products (as defined below) to SIBA Commercial Services Limited (SIBA CS LTD) under the Beerflex Scheme.

2. INTERPRETATION

2.1 In these Terms, the following definitions apply in respect of the Supply Agreement:

Best Brewing Practice: industry guidelines issued by SIBA from time to time.

Brewers Price List: the price list issued by SIBA CS LTD from time to time in respect of the supply of Product, under the Supply Agreement.

Business Day: a day (other than a Saturday, Sunday or public holiday) when UK clearing banks in the city of London are open for business.

Containers: all returnable packaging of any nature, including, but not limited to kegs, bottles, casks, crates, pallets and cases owned by the Supplier.

Confirmed Order: an Order which has been accepted by the Supplier in accordance with clause 5.3.

Contract: the contract between the Supplier and the SIBA CS LTD for the sale and purchase of the Goods in accordance with these Terms concluded in accordance with clause 5.3.

Customer: the person, firm or body corporate who enters into a contract to purchase or places an order to purchase the Goods from SIBA CS LTD.

Customer Orders: orders placed by a Customer with SIBA CS LTD.

Defaulting Customer: a Customer whose actions or omissions have given rise to an Exceptional Circumstance.

Deferral Right: the right of SIBA CS LTD to defer the payment of any invoice in accordance with clause 11.

Beerflex Scheme: the scheme operated by SIBA pursuant to which its Members may supply Products via SIBA CS LTD on the basis that such Products are supplied to the Customer.

Exceptional Circumstance: any Customer failing and/or delaying in payment (in whole or in part) of any material amount due to SIBA CS LTD for whatever reason.

Force Majeure Event: has the following meanings:

- (a) acts of God, flood, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (d) terrorist attack, civil war, civil commotion or riots;
- (e) nuclear, chemical or biological contamination or sonic boom;
- (f) any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent;

- (g) fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this clause or companies in the same group as such party) or accidental damage;
- (h) interruption or failure of utility service, including but not limited to electric power, gas or water;
- (i) collapse of building structures, failure of plant machinery, machinery, computers or vehicles.

Goods: the goods (or any part of them) set out in the Confirmed Order.

Insolvency Event: in respect of the Supplier, the Customer or SIBA CS LTD (as the case may be):

- (a) it suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company where these events take place for the sole purpose of a scheme for a solvent amalgamation);
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation);
- (d) (being an individual) is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or an administrator is appointed;
- (g) (being a company) a floating charge holder over its assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over assets;
- (i) any event occurs, or proceeding is taken, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (a) to clause (i) (inclusive);
- (j) it suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (k) (being an individual) he dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Order: an order for Goods placed by SIBA CS LTD with the Supplier in accordance with clause 5.

Products: the draught and bottled beers the Supplier has agreed to supply to SIBA CS LTD under the Supply Agreement.

Premises: the premises of any Customer.

Proposed Order: an order for the Goods placed by SIBA CS LTD in accordance with clause 5.1.

Quality Accreditation: any requirement to hold any accreditation or comply with any quality standards notified by SIBA to the Supplier from time to time.

Relevant Part: the proportion of any Relevant Supplier Invoice which relates to those Goods which a Customer has failed to make payment for and as a result has given rise to an Exceptional Circumstance.

Relevant Supplier Invoice: an invoice due from SIDA DDS to the Supplier in respect of Goods where a Customer's failure to pay for such Goods has given rise an Exceptional Circumstance.

Requisite Licences: any licences and authorisation required pursuant to the Licensing Act 2003 or any other applicable legislation.

Shelf Life: the industry acknowledged shelf life of the Goods or the period of time agreed by the parties as being the shelf life of the Goods being:

- (a) in the case of cask conditioned or fined beer in containers, not less than 23 days; or
- (b) packaged beer, ciders and other drinks, not less than 6 months.

SIBA: the Society of Independent Brewers.

Supplier: the SIBA Member Brewer who has entered into a Supply Agreement

Supply Agreement: the agreement between the Supplier and SIBA CS LTD for the supply of the Products entered into by the acceptance of the Terms.

Terms: the terms and conditions set out in this document as amended from time to time in accordance with clause 1.

2.2 In these Terms, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) a reference to a party includes its personal representatives, successors or permitted assigns.
- (c) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) a reference to **writing or written** includes faxes and e-mails.

3. SUPPLY AGREEMENT

3.1 During the term of the Supply Agreement, the Supplier shall supply and SIBA shall purchase such quantities of Products as are required to satisfy Customer Orders.

3.2 Nothing in the Supply Agreement shall impose an obligation on either:

- (a) SIBA CS LTD to purchase a minimum volume of Products;
- (b) the Supplier to accept any Order for Products.

3.3 The Supplier agrees that during the Term it will not supply Products directly to the Customer or to any licensees of a Customer for the sale in a Premises;

3.4 The Supply Agreement shall (subject to early termination in accordance with the Terms) be for an initial term of 1 year commencing on the date the Supplier accepts the Terms in accordance with clause 1 and therefore shall continue in force unless and until terminated in by writing by either party giving a minimum of one month's notice.

3.5 Either party may terminate the Supply Agreement on written notice with immediate effect if:

- (a) subject to clause 3.6, the other party commits a material breach of the Terms which breach is immediate or (if such breach is remediable) fails to remedy that breach within a period of 20 Business Days after being notified in writing to do so; or

(b) the other party repeatedly breaches the Terms in such a manner as to reasonably justify the opinion that its conduct is consistent with it having the intention or ability to effect to the terms.

3.6 In event that SIBA CS LTD suffers an Insolvency Event, the Supplier shall only be permitted to terminate the Supply Agreement if SIBA CS LTD ceases to make payment to the Supplier in breach of the Terms.

4. BASIS OF CONTRACT

4.1 These Terms apply to the Supply Agreement and any Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4.2 SIBA CS LTD acknowledges that it will not rely upon any representations in respect of the Products made by the Supplier's employees or agents unless such are confirmed in writing.

4.3 The Supplier shall not be liable for any typographical administrative error or admission by the Supplier in any sales literature, quotation, price list or other document issued by the Supplier providing that such errors or omissions are promptly corrected by the Supplier.

5. ORDERS

5.1 SIBA CS LTD shall submit Orders to the Supplier via SIBA CS LTD's website, electronic data transfer or any other method as determined by SIBA CS LTD from time to time.

5.2 The Order constitutes an offer by SIBA CS LTD to purchase the Goods in accordance with these Terms.

5.3 The Order shall be deemed to be accepted unless the Supplier issues a written rejection of the Order within 1 Business Days of the date of the Order at which point the Contract shall come into existence providing that the Supplier will use all reasonable endeavours to deliver the Goods in response to the Order and within the timescale specified in the Order.

5.4 Each Order will specify:

- (a) the required Delivery Date (being not more than 5 Business Days from the date of the Order (unless otherwise stated)) ("**Scheduled Delivery Date**"); and
- (b) the Premises to which the delivery shall be made (which shall be in the UK mainland unless the Supplier otherwise agreed).

5.5 The minimum delivery quantity for an Order shall be one firkin (9 gallon cask) of any Product to a Premises unless the Supplier otherwise agrees.

5.6 At any time after any Order becomes a Confirmed Order and prior to Delivery, SIBA CS LTD may (without any liability) cancel or amend any Confirmed Order:

- (a) up to 11.00am on the next Business Day following placement of the Order; or
- (b) at any time, if where it has come to the Supplier's attention that:
 - (i) either party has other contracted restrictions forbidding such Confirmed Order; or
 - (ii) complying with the terms of the terms of Order would be in breach of any relevant law, legislation or code of conduct applicable to either party.

6. PRODUCTS

6.1 The Supplier shall provide SIBA CS LTD with details of all Products available for order under the Supply Agreement together with an accurate description of such Products (including information relating to taste, appearance and package and such other information required by the Customers to list the Products).

7. DELIVERY

7.1 The Supplier shall deliver the Goods in accordance with these Terms.

7.2 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows:

- (a) the date of the Order;
- (b) all relevant Customer and Supplier reference numbers;
- (c) the type and quantity of the Goods (including any information required under the Food Labelling Regulations 1996, Food Information Regulations 2014 or any similar legislation or regulation in force from time to time); and
- (d) special storage instructions (if any).

7.3 The Supplier shall deliver the Goods to the Premises set out in the Order ("**Delivery Location**").

7.4 The Goods shall be delivered on the Scheduled Delivery Date. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location whether or not they are accepted by the Customer ("**Delivery Date**").

7.5 The Supplier shall promptly notify SIBA CS LTD of any shortage of Products. In the event such shortage will impact on the Supplier ability to fulfil any Confirmed Order by no later than 4.00pm on the day preceding the scheduled Delivery Date.

7.6 In the event that the Goods are not delivered on the Scheduled Delivery Date, the Supplier shall notify SIBA CS LTD by no later than 4.00pm on the Scheduled Delivery Date. Where an alternative date for delivery is agreed with the Customer, the Supplier shall deliver the Goods on such alternative Delivery Date.

7.7 The Supplier shall not be liable for any delay or failure to deliver of the Goods that is caused by a Force Majeure Event.

7.8 Where as a result of any delay in delivery or failure to deliver the Customer validly rejects the Goods and/or cancels the Customer Order, the Supplier shall issue a credit note in respect of such Goods. SIBA CS LTD shall be entitled to cancel the contract relating to those Goods.

8. QUALITY

8.1 The Supplier warrants to SIBA CS LTD that on the Delivery Date, and for the lesser duration of:

- (a) the Shelf Life of the Goods; or
- (b) the period of 6 months from the Delivery Date ("**Warranty Period**"), the Goods shall:
 - (i) conform in all material respects with their description;
 - (ii) be of a quality in accordance with Best Brewing Practice;
 - (iii) conform with any Quality Accreditation requirements;
 - (iv) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (v) shall comply with all applicable legislation in force from time to time in connection with the supply of the Products (including, but not limited to, the Consumer Protection Act 1987 and the Food Safety Act 1990).

8.2 If, upon Delivery and following visual inspection by the Customer, the Customer rejects the Goods on the grounds that they do not comply with clause 8.1, the Supplier shall remove the Goods from the Premises and shall immediately notify SIBA CS LTD. If requested, the Supplier shall replace such rejected Goods as soon as reasonably practicable and in any event within 2 Business Days.

8.3 Subject to clause 8.5 if SIBA CS LTD receives notice in writing from the Customer during the Warranty Period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.1 (such defect being “Ullage”) SIBA CS LTD shall notify the Supplier in writing and (subject to the Supplier being given a reasonable opportunity of testing such Goods and confirming the acceptance of the Ullage) the Supplier shall collect the Ullage from the Premises and replace the defective Goods, or refund the price of the defective Goods in full.

8.4 If the Supplier elects not to inspect the Goods, that the Supplier will be deemed to have accepted the Ullage.

8.5 The Supplier shall not be liable for Goods' failure to comply with the Warranty set out in clause 8.1 in any of the following events:

- (a) the Customer makes any further use of or continues to sell such Goods after giving notice in accordance with clause 8.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the Customer alters or tampers with such Goods without the written consent of the Supplier;
- (d) the defect arises as a result of wilful damage, negligence, or abnormal or storage conditions; or
- (e) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.6 Except as provided in this clause 8 and subject always to clause 11, the Supplier shall have no liability to SIBA CS LTD in respect of the Goods' failure to comply with the warranty set out in clause 8.1.

8.7 These Terms shall apply to any replacement Goods supplied by the Supplier.

9. TITLE AND RISK

9.1 The risk in the Goods shall pass to SIBA CS LTD on the Delivery Date.

9.2 Title to the Goods shall not pass to SIBA CS LTD until the Supplier has received payment in full (in cash or cleared funds) for the Goods.

9.3 For the avoidance of doubt, title to the Containers shall not pass to SIBA CS LTD or the Customer or any third party and shall remain at all times with the Supplier.

9.4 Until title to the Goods has passed to SIBA CS LTD, SIBA CS LTD shall:

- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) notify the Supplier immediately if it becomes subject to an Insolvency Event; and
- (c) use its reasonable endeavours to (so far as it is within its power to do so) to procure that the Customers:
 - (i) store the Goods and the Containers separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (ii) store and sell the Goods only by means of suitable equipment and in appropriate conditions, in accordance with best industry practice;
 - (iii) not remove, deface or obscure any identifying mark on the Containers or any other packaging relating to the Goods;
 - (iv) maintain the Goods and any Containers in satisfactory condition and in accordance with all applicable rules and regulation whether statutory or otherwise and keep them insured against all risks for their full price from the Delivery Date; but SIBA CS LTD may resell or use the Goods (but for the avoidance of doubt, not the Containers), in the ordinary course of its business and on the basis that its Customers may resell or use the Goods in the ordinary course of their respective businesses.

9.5 If before title to the Goods passes to SIBA CS LTD, it becomes subject to an Insolvency Event, or the Supplier reasonably believes that an Insolvency Event is about to happen and notifies SIBA CS LTD accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require SIBA CS LTD to deliver up the Goods and any Containers and, if the Customer fails to do so promptly, enter any premises of SIBA CS LTD or of any third party where the Goods and Containers are stored in order to recover them.

10. PRICE AND PAYMENT

10.1 The price for the Goods shall be the price set out in the Brewer's Price List effective as at the Order Capture Date. SIBA CS LTD may vary the Brewer's Price List (either by increasing or decreasing the prices) by giving the Supplier not less than 10 Business Days written notice.

10.2 The price of the Goods is inclusive of excise duty and the costs and charges of packaging, insurance and transport of the Goods.

10.3 The price of the Goods is exclusive of amounts in respect of value added tax ("**VAT**"). SIBA CS LTD shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

10.4 SIBA CS LTD shall submit to the Supplier self-billing invoices in respect of any Goods. SIBA CS LTD may submit invoices:

- (a) upon receipt of an Order Confirmation;
- (b) on dispatch of the Goods;
- (c) on or after the Delivery Date; or
- (d) at the end of each month in respect of Goods ordered in that month.

10.5 Subject always to clause 11, SIBA CS LTD shall pay each invoice in full and in cleared funds by the last Business Day of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by the Supplier.

11. FAILURE OF CUSTOMERS TO PAY

11.1 Without prejudice to any other provision of the Supply Agreement, in the event that any Exceptional Circumstance arises SIBA CS LTD may, in its sole discretion and (where reasonably practicable) on giving the Supplier not less than 2 Business Days' notice, defer the payment of up to a maximum of 80% of the Relevant Part of any Relevant Supplier Invoice (and the amount deferred shall be the "**Deferred Proportion**") until such time that the circumstances giving rise to the Exceptional Circumstances have been remedied by the Defaulting Customer ("**Deferral Right**").

11.2 Following SIBA CS LTD exercising any Deferral Right, if any payment is received from a the Defaulting Customer in settlement of the amount which gave rise to the Exceptional Circumstance (whether that represents all or any part of the amount due), SIBA CS LTD shall (acting reasonable and in good faith) apportion the amount received from the Defaulting Customer as amongst the Supplier and any other supplier of SIBA CS LTD in respect of whom SIBA CS LTD has exercised a Deferral Right proportionately. In doing so SIBA CS LTD shall take into account the proportion that the Deferred Proportion bears to the total amount retained by SIBA CS LTD from any other supplier in respect of that Exceptional Circumstance. The amount that SIBA CS LTD determines is due to the Supplier shall be paid to the Supplier as soon as reasonably practicable following it being determined and shall act so as to reduce the amount of the Deferred Proportion.

11.3 If the Exceptional Circumstance is not rectified by the Defaulting Customer, SIBA CS LTD may, subject to clause 11.8, exercise its rights pursuant to clause 11.4.

11.4 Subject to clause 11.8, In the event that SIBA CS LTD suffers a loss or liability by reason that a Customer fails to satisfy (in whole or in part) any invoice issued to the Customer by SIBA CS LTD in circumstances where (by reason of that Customer suffering an Insolvency Event or SIBA CS LTD (acting reasonably and in good faith) determining that such invoice is irrecoverable) (such invoice being a **“Relevant Invoice”**) SIBA CS LTD may in its sole discretion elect that the liability suffered by it in respect of the proportion of the Relevant Invoice which relates to the Goods which were supplied by the Supplier (**“Relevant Proportion”**) be borne as between SIBA and the Supplier such that the Supplier is liable for up to a maximum of 80% of the Relevant Proportion (such being the **“Supplier’s Proportion”**).

11.5 If SIBA CS LTD elects to exercise its rights under 11.4, it shall within 20 Business Days of it either:
(a) receiving notice of the Insolvency Event relating to the Customer; or
(b) determining that the Relevant Invoice is irrecoverable,
notify the Supplier in writing of its intention to do so. Upon determination of any amounts owing from the Supplier in respect of the Supplier’s Proportion, SIBA CS LTD shall provide the Supplier with written details of the same together with such information as is reasonably necessary to demonstrate how the amount of the Supplier’s Proportion was calculated. For such purposes, any amount retained by SIBA CS LTD in respect of the Deferral Right shall be taken into account.

11.6 SIBA CS LTD may set off and deduct an amount equal to the Supplier’s Proportion against any amount owing from SIBA CS LTD to the Supplier, including any future invoices issued by the Supplier under the terms of the agreement.

11.7 Notwithstanding the provisions of clause 11.5, the Supplier agrees and covenants to pay to SIBA CS LTD any amount in respect of the Supplier’s Proportion within 5 Business Days of its written demand.

11.8 In the event that SIBA CS LTD has already exercised its Deferral Right in respect of a Relevant Invoice, the amount of the Deferred Proportion retained by SIBA CS LTD in respect of that Relevant Invoice shall be set off so as to reduce or extinguish the Supplier’s liability in respect of any Supplier’s Proportion.

12. INDEMNITY AND INSURANCE

12.1 During this agreement and for a period of one year afterwards the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

- (a) public liability insurance for not less than £10 million per claim; and
- (b) product liability insurance for not less than £2 million for claims arising from any single event and not less than £10 million in aggregate for all claims arising in an year.

The Supplier shall ensure that each insurance policy includes a generic interest clause.

12.2 On taking out and on renewing each policy, the Supplier shall promptly send a copy of the receipt for the premium to SIBA CS LTD. On the SIBA CS LTD’s written request, the Supplier shall provide the SIBA CS LTD with copies of the insurance policy certificates and details of the cover provided.

12.3 The Supplier shall indemnify SIBA CS LTD against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by SIBA CS LTD arising out of or in connection with:

- (a) any claim made against the SIBA CS LTD by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) arising out of or in connection with any Goods which does not comply with the Consumer Protection Act 1987 or the Food Safety Act 1990 or any other legislation governing the supply of the Products to consumers; and

(c) arising out of or in connection with any Goods which infringes any copyright, trade mark, trade name or other intellectual property right of any person;

(d) any claim made against SIBA CS LTD by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Supply Agreement by the Supplier, its employees, agents or subcontractors.

12.4 If a payment due from the Supplier under this clause is subject to tax (whether by way of direct assessment or withholding at its source), SIBA CS LTD shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to SIBA CS LTD in respect of the payment is the same as it would have been were the payment not subject to tax.

12.5 Nothing in this clause shall restrict or limit the SIDA DDS's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.

13. FORCE MAJEURE

13.1 A party, provided that it has complied with the provisions of clause 13.3, shall not be in breach of these Terms nor liable for any failure or delay in performance of any obligations under these Terms (and, subject to clause 13.3, the time for performance of the obligations shall be extended accordingly) arising from a Force Majeure Event.

13.2 The corresponding obligations of the other party or parties will be suspended to the same extent as those of the party first affected by the Force Majeure Event.

13.3 Any party that is subject to a Force Majeure Event shall not be in breach of this agreement provided that:

(a) it notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance within three Business Days of its awareness of the existence of the Force Majeure Event; and

(b) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

If the Force Majeure Event prevails for a continuous period of more than 2 months, any party may terminate this agreement by giving 10 Business Day's written notice to the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

14. SYSTEMS AND EQUIPMENT AND TECHNICAL SALES SUPPORT

14.1 The Supplier shall at its own cost make all arrangements required for the computerised systems utilised by it in connection with the supply of Products under the Supply Agreement to interface effectively for the purposes of carrying out its obligations under the Supply Agreement with SIBA CS LTD's computerised systems to the extent they are relevant for the purposes of the Supply Agreement.

14.2 SIBA CS LTD shall give reasonable notice in writing to the Supplier of any changes to its computerised systems which will require changes to the Supplier's computerised systems to enable the Supplier to comply with its obligations under clause 14.1.

14.3 SIBA CS LTD shall procure the provision of technical sales support services in accordance with the terms agreed between SIBA CS LTD and its provider.

15. PRODUCT RECALL

15.1 The Supplier will contact SIBA CS LTD as soon as reasonably practicable after it decides that a Product requires recall or if it is seriously considering such a recall and co-operate fully with SIBA CS LTD in identifying the Product at risk.

15.2 In these circumstances, all Products returned will be credited at the price paid by SIBA CS LTD and any costs of recovery from the Premises as reasonably determined by SIBA CS LTD will be borne by the Supplier.

16. GENERAL

16.1 Assignment and subcontracting

(a) Neither party to the Supply Agreement may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Supply Agreement without the prior written consent of the other party.

(b) SIBA CS LTD may after having given prior written notice to the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Supply Agreement to any membership of its group without the prior written consent of the Supplier.

16.2 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.3 Severance.

(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.4 Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.6 Variation. Except as set out in these Terms, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

16.7 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.