

CRANSWICK PLC - CONDITIONS OF PURCHASE (2018 EDITION)

1. Interpretation

1.1 In these Conditions, the following definitions apply:

Conditions	means these terms and conditions, as amended from time to time
Contract	means the contract between Cranswick and the Supplier for the supply of Goods and/or Services in accordance with these Conditions
Cranswick	means the member of the Cranswick Group that places the Order
Cranswick Group	means Cranswick Plc, its subsidiaries, its holding companies, and the subsidiaries of its holding companies from time to time
Incoterms	means the international rules for the interpretation of trade terms of the International Chamber of Commerce in force at the date of the Contract
Deliverables	means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications including drafts
Goods	means the goods, or any part of them, set out in the Order
Intellectual Property Rights	means all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world
Mandatory Policies	means all business policies and codes of practice from time to time of Cranswick Group notified to the Supplier including those relating to modern slavery and human trafficking, corporate and social responsibility, anti-bribery and anti-corruption, ethics, data and privacy, health and safety and security
Order	means Cranswick's order for the supply of Goods and/or Services, as set out in Cranswick's purchase order form or in Cranswick's written acceptance of the Supplier's

quotation.

Services means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification

Specification means in relation to Goods, any specification for the Goods provided by Cranswick to the Supplier or produced by the Supplier and agreed to in writing by Cranswick, and in relation to Services, the description or specification for the Services, agreed to in writing by Cranswick

Supplier means the person or firm from whom Cranswick purchases the Goods and/or Services

Supplier's Group means the Supplier, its subsidiaries, its holding companies, and the subsidiaries of its holding companies from time to time

Technical Conditions of Supply means the Cranswick Group manual as amended from time to time and notified to the Supplier specifying technical requirements which must be met by all suppliers of goods and services to Cranswick Group

1.2 In these Conditions:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its successors or permitted assigns; and

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory 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.

2. Basis of Contract

2.1 The Order constitutes an offer by Cranswick to purchase the Goods and/or the Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order or any act by the Supplier consistent with fulfilling the Order at which point and on which date the Contract shall come into existence.

2.3 These Conditions apply to the 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.

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description and any applicable Specification;

- 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Cranswick, expressly or by implication, and in this respect Cranswick relies on the Supplier's skill and judgment;
 - 3.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for the period specified in the Specification;
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - 3.1.5 where the Goods are food or ingredients for food, comply with the requirements of the Technical Conditions of Supply. To the extent of a conflict between any of these Conditions and the Technical Conditions of Supply, these Conditions shall prevail.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 Cranswick shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing Cranswick considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings in Condition 3.1 Cranswick shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.4 Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Cranswick shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including, where applicable, the code number of the Goods), any special storage instructions and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3 if the Supplier requires Cranswick to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Order;
 - 4.2.2 to Cranswick's premises specified in the Order or as instructed by Cranswick before delivery;
 - 4.2.3 during Cranswick's normal hours of business, or as instructed by Cranswick.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the agreed delivery location.

4.4 If the Supplier:

4.4.1 delivers less than 90 per cent of the quantity of Goods ordered, Cranswick may reject the Goods; or

4.4.2 delivers more than 110 per cent of the quantity of Goods ordered, Cranswick may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Cranswick accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without Cranswick's prior written consent. Where it is agreed that the Goods are delivered by instalments, they shall be invoiced and paid for separately. The Supplier's failure to deliver any one instalment on time or at all or any defect in an instalment shall entitle Cranswick to the remedies set out in Condition 6.1.

4.6 Title and risk in the Goods shall pass to Cranswick on completion of delivery.

5. Supply of Services

5.1 The Supplier shall provide the Services to Cranswick in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or the Specification or notified to the Supplier by Cranswick.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with Cranswick in all matters relating to the Services, and comply with all instructions of Cranswick;

5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.3.3 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Cranswick;

5.3.4 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Cranswick, will be free from defects in workmanship, installation and design;

5.3.5 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

5.3.6 observe and comply with the Mandatory Policies; and

5.3.7 hold all materials, equipment and tools, drawings, specifications and data supplied by Cranswick to the Supplier in safe custody at its own risk, maintain them in good condition

until returned to Cranswick, and not dispose or use them other than in accordance with Cranswick's written instructions or authorisation.

6. Cranswick's Remedies

6.1 If the Supplier fails to deliver the Goods and/or perform the Services on or by the agreed date or dates, Cranswick shall, without limiting its other rights or remedies, have one or more of the following rights:

6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

6.1.3 to recover from the Supplier any costs incurred by Cranswick in obtaining substitute goods and/or services from a third party;

6.1.4 where Cranswick has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and

6.1.5 to claim damages for any additional costs, loss or expenses incurred by Cranswick which are in any way attributable to the Supplier's failure to meet such dates.

6.2 Without prejudice to any other right or remedy which Cranswick may have, if any Goods are not supplied or Services are not performed in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, Cranswick shall be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by Cranswick:

6.2.1 to rescind the Order;

6.2.2 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid immediately by the Supplier;

6.2.3 to reject the Services (in whole or in part) on the basis that a full refund for the Services so rejected shall be paid immediately by the Supplier;

6.2.4 at Cranswick's option to allow the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or the Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

6.2.5 to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to the Supplier;

6.2.6 to carry out at the Supplier's expense any work necessary to make the Goods or Services comply with the Contract; and

6.2.7 to claim such damages as may have been sustained in consequence of the Supplier's breaches of the Contract.

6.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6.4 Cranswick's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

7. Cranswick's Obligations

Cranswick shall:

7.1 provide the Supplier with reasonable access at reasonable times to Cranswick's premises for the purpose of providing the Services; and

7.2 provide such information as the Supplier may reasonably request for the provision of the Services and Cranswick considers reasonably necessary for the purpose of providing the Services.

8. Charges and Payment

8.1 The price for the Goods:

8.1.1 shall be the price set out in the Order; and

8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by Cranswick. No extra charges shall be effective unless agreed in writing and signed by Cranswick.

8.2 The charges for the Services shall be as set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Cranswick, the charges shall include all costs and expenses of the Supplier incurred in connection with the performance of the Services.

8.3 In respect of Goods, the Supplier shall invoice Cranswick on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Cranswick on completion of the Services. Each invoice shall include such supporting information required by Cranswick to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

8.4 Unless otherwise agreed in writing with the Supplier, Cranswick shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5 All amounts payable by Cranswick under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Cranswick, Cranswick 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 and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Cranswick to inspect such records at all reasonable times on request.

- 8.7 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Cranswick in order to justify withholding payment of any such amount in whole or in part. Cranswick shall be entitled to apply any sum due from Cranswick or any other member of the Cranswick Group to the Supplier or any member of the Supplier's Group in full or part settlement of any sum due from the Supplier or any member of the Supplier's Group under the Contract or any other contract to Cranswick or to any other member of the Cranswick Group. Cranswick shall on its own behalf or on behalf of the recipient member of the Cranswick Group give to the Supplier or to such member of the Supplier's Group a good receipt for such sum. The Supplier shall procure that each member of the Supplier's Group agrees to the operation of this condition 8.7.

9. Intellectual Property Rights

- 9.1 In respect of the Goods and any goods that are transferred to Cranswick as part of the Services under the Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Cranswick, it will have full and unrestricted rights to sell and transfer all such items to Cranswick.
- 9.2 The Supplier assigns to Cranswick, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 9.3 The Supplier shall obtain waivers of all moral rights in the products (including for the avoidance of doubt the Deliverables) of the Services to which any individual is now or may be at any future time entitled.
- 9.4 The Supplier shall, promptly at Cranswick's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Cranswick may from time to time require for the purpose of securing for Cranswick the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Cranswick in accordance with Condition 9.2.

10. Indemnity

- 10.1 The Supplier shall keep Cranswick indemnified in full against all liabilities, costs, expenses, damages and losses (including but not limited to direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, fines and legal costs (calculated on a full indemnity basis) and all other professional fees and expenses) awarded against, suffered or incurred or paid by Cranswick as a result of or in connection with:
- 10.1.1 any claim made against Cranswick by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the 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;
- 10.1.2 any claim made against Cranswick by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- 10.1.3 any claim made against Cranswick for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

10.2 For the duration of the Contract and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company:

10.2.1 employer's liability insurance for not less than £10,000,000 (ten million pounds sterling); and

10.2.2 professional indemnity insurance for not less than (£10,000,000 (ten million pounds sterling);

10.2.3 product liability insurance and public liability insurance, for not less than £10,000,000 (ten million pounds sterling) each, in respect of each event or series of connected events; and

10.2.4 product recall insurance for not less than £10,000,000 (ten million pounds sterling) in respect of each event or series of connected events

or in each case such other amount as may be required or agreed by Cranswick from time to time and the Supplier shall, on Cranswick's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10.3 This Condition 10 shall survive termination of the Contract.

11. Confidentiality

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Cranswick, its employees, agents or subcontractors, and any other confidential information concerning the Cranswick Group's business or its products or its services which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier. This Condition 11 shall survive termination of the Contract.

12. Production Failures

12.1 In the event that the Supplier becomes aware of the existence of any quality or technical defect or problem relating to Goods which have left the control of the Supplier and the Supplier reasonably believes that the defect or problem in question will or may give rise to a risk of health or safety of consumers, the possibility of action by enforcement authorities, or a risk of adverse publicity or public dispute for Cranswick, the following provisions shall apply:

12.1 the Supplier shall immediately, upon becoming aware of the defect or problem, notify Cranswick by telephone or by email, which notification shall include, as a minimum the identity and quantity of Goods affected or believed to be affected, the relevant coding or batch information and any other information which may be of assistance to Cranswick in tracing the Goods affected or believed to be affected;

12.2 representatives of Cranswick and the Supplier shall meet as soon as is practicable for the purpose of discussing measures to be taken by the Supplier in order to remedy the failure;

12.3 in the event that the Supplier fails to take such measures as are reasonably required by Cranswick, Cranswick shall be entitled to demand the cessation of production of the Goods forthwith and if Cranswick shall consider it necessary, to terminate the Contract forthwith, in either case without liability to the Supplier; and

- 12.4 the cost of implementing any measures required by Cranswick pursuant to this Condition 12 including measures taken by Cranswick such as, without limitation, product recall, shall be borne in full by the Supplier and the Supplier agrees to indemnify and keep indemnified Cranswick against all such costs.
- 12.2 In the event that the Supplier becomes aware of the existence of any quality or technical defect or problem relating to any Goods within the control of the Supplier, the following provisions shall apply:
- 12.2.1 the Supplier shall ensure that the Goods affected or believed to be so affected by the defect or problem are kept separate from all other goods and are not allowed to leave the Supplier's premises without the express prior written consent of Cranswick; and
- 12.2.2 if required by Cranswick, the Supplier shall at its own cost replace the Goods affected with goods which are in accordance with the requirements of Condition 3.1.
- 12.3 In either of the circumstances specified in Conditions 12.1 and 12.2 the Supplier shall provide Cranswick in writing with such explanations as Cranswick shall reasonably require as to why the quality or technical defect or problem arose and thereafter establish with Cranswick procedures for identifying the nature and extent of, resolving and avoiding the defect or problem in question, and keeping Cranswick's representatives informed of all progress made by the Supplier in these areas.

13. Overseas Suppliers

- 13.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, these Conditions shall prevail.
- 13.2 Where the Goods are supplied for import into the United Kingdom the provisions of this Condition 13 shall (subject to any special terms agreed in writing between Cranswick and the Supplier) apply notwithstanding any other provision of these Conditions.
- 13.3 Unless otherwise agreed in writing between Cranswick and the Supplier, the Goods shall be delivered DDP to the agreed delivery address
- 13.4 The Supplier shall be responsible for complying with any legislation or regulations governing the export of the Goods from the Supplier's country and importation of the Goods into the United Kingdom including the payment of any applicable duties.

14. Termination

- 14.1 Without limiting its other rights or remedies, Cranswick may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 14.1.1 the Supplier commits a breach of the Contract;
- 14.1.2 the Supplier 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 an individual or partnership) it or any partner is deemed unable to pay its debts or as having no reasonable prospect of so doing, has a bankruptcy order made against it or any partner, or the other party or any partner 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) is deemed as unable to pay its debts, convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory), 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 Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented for the winding up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier or the Supplier does or suffers to be done anything that is indicative of the insolvency of the Supplier;

14.1.3 any event occurs or proceeding is taken with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 14.1.2; or

14.1.4 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

14.2 Without limiting its other rights or remedies, Cranswick may at any time terminate the Contract:

14.2.1 in respect of the supply of Services, by giving the Supplier written notice in which case Cranswick shall pay the Supplier for the Services performed up to the date of termination; and

14.2.2 in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case Cranswick shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss

and in either case Cranswick shall have no further liability to the Supplier.

14.3 In any of the circumstances in these Conditions in which Cranswick may terminate the Contract, where both Goods and Services are supplied, Cranswick may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

15. Consequences of Termination

On termination of the Contract or any part of it for any reason:

15.1 where the Services are terminated, the Supplier shall immediately deliver to Cranswick all Deliverables, whether or not then complete, and return any materials belonging to Cranswick. If the Supplier fails to do so, Cranswick may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

15.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

15.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. General

16.1 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable (a "Force Majeure Event") save that a strike, lock-out or other industrial action affecting the Supplier shall not be a Force Majeure Event. If, as a result of a Force Majeure Event, the Supplier is able to make only limited supplies of its goods, the Supplier acknowledges that a failure to supply Cranswick with its requirements for the Goods may give rise to animal welfare issues and shall prefer Cranswick's requirements over those of other customers, save that nothing in this Condition 16.1 shall require the Supplier to breach the terms of any contract with another customer of the Supplier. If a Force Majeure Event prevents the Supplier from supplying the Goods and/or Services for more than 4 weeks, Cranswick shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier.

16.2 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Cranswick.

16.3 Cranswick may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

16.4 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email to: companysecretary@cranswick.co.uk.

16.5 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next business day after transmission.

16.6 This Condition 16.6 shall not apply to the service of any proceedings or other documents in any legal action. .

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

16.8 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law

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

- 16.10 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.
- 16.11 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.12 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.13 Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by a duly authorised representative of Cranswick.
- 16.14 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 provided that nothing in this Condition 16.14 shall limit the right of Cranswick to commence proceedings in any other court of competent jurisdiction.