

## Terms & Conditions of Sale

### 1. General

These terms and conditions of sale, which shall include the Special Conditions, govern the offering, sale and collection/delivery of all goods from or on behalf of Upfield ("Upfield") to its customers (the "Customer") and apply to all similar dealings between Upfield and the Customer, (the "Terms & Conditions").

### 2. Scope

2.1 "Agreement" means any contract between Upfield and the Customer for the supply and purchase of Upfield's Products in accordance with an accepted Order (defined below) and the Terms and Conditions, which may also incorporate any other commercial documents identified in the Upfield Confirmation (as defined below) including (without limitation) Upfield Trade Terms, Upfield Policies (<https://upfield.com/purpose/responsibility/>), Upfield's Products list, any Joint Business Plan and Orders.

2.2 "Trade Term" is any document entitled "Trade Term" dealing with amongst other things Upfield's Products list and the Price for the Products (as defined below).

2.3 A "Joint Business Plan" is a marketing and promotional plan that may be agreed by the Parties detailing specified marketing and promotional initiatives.

2.4 These Terms & Conditions shall apply to the exclusion of any other similar terms that the Customer seeks to impose or incorporate, whether under a purchase order, offer to buy, confirmation, receipt, specification or any other document whatsoever, or those which are implied by trade, custom, practice or course of dealing.

2.5 In the event of any conflict between these Terms & Conditions, Upfield's Product list, any relevant Trade Term and Orders, the Trade Term shall have priority, followed by these Terms & Conditions, then Upfield's Product list and then the Order.

2.6 All descriptions, specifications and advertising issued by Upfield or contained in Upfield's websites, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them and will not form part of the Agreement.

### 3. Supply of Products

3.1 Upfield agrees to supply and the Customer agrees to purchase those products referred to in the relevant Trade Term, Joint Business Plan or Upfield's Products list ("Products") for the price referred to in the relevant Product list or Joint Business Plan ("Price"), ordered by the Customer in accordance with this Agreement. Products will be invoiced at the Price set out in Upfield's Products list on the date of delivery.

3.2 If the parties agree to a fixed or minimum purchase volume in relation to a Product, Upfield shall be entitled to invoice the Customer for the full Price of the fixed/minimum volume of Products, whether or not ordered by the Customer.

### 4. Ordering

4.1 The Customer shall submit a purchase order for the Products ("Order").

4.2 Each Order shall only be deemed to be accepted by Upfield only once it has been confirmed in writing by Upfield ("Upfield Confirmation").

4.3 Each Order shall set out the quantity of Products ordered, the required delivery date, relevant delivery details (including any applicable INCOTERM) and full particulars of any import documentation required to be provided by Upfield. Upfield will not accept orders for less than the Upfield minimum order quantity.

4.4 Upfield will notify the Customer if the Products ordered are not available or if it is not able to meet the required delivery date under an Order.

4.5 The Customer is not entitled to cancel or reduce its volume requirement under an issued Order (in whole or in part) following Upfield Confirmation.

4.6 Upfield does not operate a sale or return policy and may stipulate a minimum Order quantity. Upfield may cancel any Order (or part of an Order) should manufacture be prevented or substantially delayed for any reason.

### 5. Delivery, Title and Risk of Loss

5.1 Upfield shall deliver the Products to the location and in accordance with the Incoterm set out in the Order.

5.2 The risk of loss and damage to the Products shall pass to the Customer on completion of delivery (in accordance with the agreed INCOTERM). If no delivery term has been agreed, then parties agree that delivery will be Ex Works from the location of the Products (as nominated by Upfield). The interpretation of the delivery terms shall be in accordance with the then current edition of INCOTERMS at the time the Order is issued.

5.3 Full legal, beneficial and equitable title in the Products shall not pass to the Customer until the earlier of:

(a) Upfield receiving payment in full (in cash or cleared funds) for the Products; and

(b) the customer resells the Products in accordance with Clause 5.4.

5.4 The Customer shall have the right to resell or process the Products as part of the normal conduct of its business, unless or until Upfield has given written notice to the contrary or if any of the events set out in Clause 16.2(b) take place, or until the Agreement is terminated, however it does so as principal and not as Upfield's agent.

5.5 The Customer shall:

(a) ensure the Products are free from any charge, lien or encumbrance;

(b) store the Products in a proper manner in conditions which adequately protect and preserve the Products;

(c) notify Upfield immediately if it becomes subject to any of the events listed in Clause 16.2(b);

(d) give Upfield such information relating to the Products as Upfield may require from time to time;

(e) not tamper with any identification upon the Products or their packaging; and

(f) shall ensure that they are stored separately from any other goods so that they are clearly shown to be identifiable as the property of Upfield.

5.6 Unless expressly stated otherwise in Upfield's Confirmation, any times or dates for delivery by Upfield are estimates and time of delivery shall not be of the essence. In no event shall Upfield be liable for any delay in delivery. Delay in delivery of any Products shall not relieve Customer of its obligation to accept their delivery.

5.7 If the Customer fails to take delivery of an order on the delivery date, delivery of the Products shall be deemed to have been completed at 9.00 am on the day after the delivery date. Upfield may in its sole discretion elect to store the Products until delivery takes place or sell the Products to a third party. If Upfield chooses to store the Products, then Upfield may charge the Customer for all related costs and expenses of storage and transportation, including insurance.

5.8 Partial Deliveries - In the event of any partial deliveries by Upfield (a) Upfield has the right to invoice for those deliveries where the Products are accepted by the Customer; (b) the Customer will be obliged to accept partial deliveries if the remaining Products are delivered to the Customer within a reasonable period of time; and (c) the other rights, obligations and remedies under this Agreement (including Upfield's right to charge interest on late invoice payments) also still apply to those partial deliveries.

5.9 Pallet configurations are subject to change as required by Upfield.

### 6. Rejected Products

6.1 The Customer shall inspect the Products immediately following delivery for quantity variances and defects. The Customer shall notify the Upfield of any defects within 24 hours where apparent upon reasonable inspection or, in the event of hidden defects, in no event later than 3 weeks from delivery of the Products otherwise such Products will be deemed to conform to the Order and to be accepted unconditionally by the Customer.

6.2 The Customer shall be entitled to reject delivery of the Products which are damaged, obsolete or inconsistent with the agreed Order ("Rejected Products") failing which the Products shall be deemed to be accepted unconditionally by the Customer and the Customer shall forfeit its rights to make a claim against Upfield or to reject the Products.

6.3 Upfield's liability in respect of Rejected Products shall be limited to, at the option of Upfield, (i) replacement of the relevant Products within a reasonable time or, (ii) reimbursement of the price paid by the Customer to Upfield for the relevant Products. Return shipments by the Customer to Upfield are only permitted if Upfield has given its prior written consent.

6.4 The provisions of this clause 6 and clause 8 shall apply to any repaired or replacement Products supplied by Upfield.

### 7. Price and Payment

7.1 The Price and currencies are set out in Upfield's Confirmation and are exclusive of any applicable sales tax, value added tax or any equivalent tax ("VAT"), which shall be invoiced to and paid by the Customer in addition to the Price. If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to Upfield, then the Customer shall increase the sum it pays to Upfield by the amount necessary to leave Upfield with the sum it would have received if no such withholdings or deductions had been made.

7.2 Upfield may invoice the Customer for the Products on or at any time after the completion of delivery. Unless agreed otherwise in the Trade Terms or Joint Business Plan, the Customer shall pay invoices within thirty (30) days of receipt of an invoice from Upfield in full and cleared funds to the bank account nominated by Upfield. Where credit notes are being used as a form of payment (subject to Upfield's written approval), the credit note number(s) must be quoted within the Customer's remittance advice.

7.3 If the Customer fails to make a payment due under this Agreement by the due date then, without limiting any other rights or remedies of Upfield, Upfield shall have the right to suspend further deliveries of Products until full payment has been made and the Customer shall pay interest on the overdue amount at the rate of 6% per annum above the LIBOR base rate from the due date until actual payment of the overdue amount, whether before or after judgment. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.4 The Customer shall make all payments due under this Agreement without any deduction by way of set-off or counterclaim. No disputes between the Customer and Upfield about quality or any other claims submitted by the Customer shall give the Customer the right to suspend payment or to set off any amount against any unpaid invoices of Upfield.

7.5 Any complaint with respect to the invoice must be notified to Upfield within eight (8) days after the date of invoice. Thereafter Customer shall be deemed to have approved the invoice.

## **8. Warranties, Representations, Undertakings**

8.1 Each Party represents, warrants and undertakes to the other that:

(a) it has full power and authority to enter into and comply with its obligations under this Agreement and neither entering into this Agreement nor the performance of its obligations under it will breach any other contract or legal restriction binding upon it;

(b) it has and shall at all times maintain all licences, permissions, approvals, authorisations, consents and permits necessary for the performance of its obligations under this Agreement; and

(c) it shall perform its obligations under this Agreement strictly in accordance with all applicable laws and regulations.

8.2 Upfield represents, warrants and undertakes to the Customer that:

(a) it shall have full legal, beneficial and unencumbered title to the Products at the time of delivery to the Customer;

(b) on the date of delivery, the Products comply with the contents of the Order; and

(c) be free from material defects in design, material and workmanship.

8.3 The Customer represents, warrants and undertakes to Upfield that:

(a) The Customer will not sell Products that have a final destination in a country (each a "**Sanctioned Country**") which is the subject of sanctions or export controls or penalties imposed by the European Union and the United States of America;

(b) it shall at all times keep the Products in a good and readily saleable condition and handle the Products with the required care and not commit or perform any act or omission which may affect the quality or safety of the Products in accordance with any instructions provided by Upfield; and

(c) it shall not use the Products in any way that may detrimentally affect the reputation of Upfield or any of Upfield's brands.

8.4 All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in this Agreement are excluded from this Agreement to the fullest extent permitted by law.

8.5 The Customer shall indemnify and hold Upfield harmless for any breach by it of this clause 8.

## **9. Promotions**

9.1 A "**Promotion**" is a special offer made by the Customer to consumer under which the Customer agrees, for a limited period, to sell specific Products at a reduced price, or with other products included for no extra charge or at a reduced price or subject any other promotion similar, or having the same or similar effect, to such promotions. "**Promotion Funding**" is a funding provided by Upfield to the Customer to fund or part fund specific Promotion(s).

9.2 Terms pertaining to the Promotions, and Promotion Funding, shall be pre-agreed on a case-by-case basis between Upfield and the Customer and may be contained in a Joint Business Plan.

9.3 The Customer shall provide all supporting data (see clause 9.4 below) and claim the Promotional Funding from Upfield within 90 days of the end of the relevant Promotion. Without prejudice to the previous sentence, if the Customer fails to make such claim or provide comprehensive supporting data within one year from the end date of the relevant Promotion, it shall cease to be entitled to any Promotional Funding in relation to such Products.

9.4 The Customer shall provide all sales and other relevant supporting data verifying that the Products, for which the Promotional Funding is claimed or provided, were purchased, sold in accordance with the Promotion and the Promotional Funding passed on. Such supporting data may include an annotated proof of delivery, price confirmation/authorisation from an authorised Upfield representative, funding agreement, trigger sales data (for retrospective promotional claims) and/or such other documentation as Upfield reasonably requests.

9.5 If Customer breaches these terms for Promotions, Upfield shall be entitled to: (a) withhold payment of all or part of the Promotional Funding; (b) if paid, reclaim the entire amount of the Promotional Funding (payable on the issue of an appropriate invoice) and/or set it off against other sums due to the Customer; (c) cease to offer any further Promotional Funding; and (d) cease to supply the Products during the Promotion.

## **10. Intellectual Property Rights**

10.1 Nothing in this Agreement shall in any way transfer to the Customer, and the Customer shall have no rights in or to use, any intellectual property rights owned or used by any Upfield entity ("**Upfield IP**").

10.2 The Customer shall not do or omit to do anything which may damage or endanger any Upfield IP and shall procure that its Affiliates do not do or omit to do the same. In this Agreement, "**Affiliates**" means, in the case of the Customer, any corporation controlling, controlled by or under common control, whether direct or indirect, with the Customer.

10.3 The Customer shall promptly and fully notify Upfield of any breach of this clause 10 or any actual, threatened or suspected infringement of any of the Upfield's IP which comes to its notice, and shall at the request of Upfield do all

such things as may be reasonably required to assist Upfield in taking or resisting any proceedings in relation to any such infringement or claim.

10.4 Customer shall only purchase Upfield's Products from Upfield. Customer shall not participate in any activity, either by itself or through any other third party or person, which shall result in or encourage parallel imports of Upfield products in any way whatsoever.

10.5 Customer shall not sell, offer for sale, handle, manufacture, produce and/or distribute, directly or indirectly, export or import goods that infringe the intellectual property rights of Upfield, counterfeits or fakes or look-alike Products or other products which bear any mark or design which is similar or confusingly similar with Upfield products. Customer shall notify Upfield forthwith if it becomes aware of the existence, location, import, export, manufacture or distribution of goods that infringe the intellectual property rights of Upfield, counterfeits or fakes or look-alike Products.

## **11. Confidentiality**

11.1 Each party agrees not to disclose Confidential Information (defined below) without the other party's prior written consent and to use at least the same degree of care to prevent unauthorised use and disclosure of Confidential Information as it uses with respect to its own confidential information of like importance (but in any event no less than a reasonable degree of care). "**Confidential Information**" includes (i) business and technical information related to the discloser's operations, including but not limited to: products, procurement, project plans, requirements, business terms, people, processes, information systems, facilities, logistics, finances, sales, and; marketing (ii) that given the circumstances surrounding its disclosure or the nature of the information a reasonable person would conclude to be confidential. Confidential Information does not include information that: (a) that at the time of disclosure is published or otherwise available in the public domain; (b) that after disclosure becomes part of the public domain (other than through a breach of confidence or confidentiality); (c) that was known to the recipient prior to receipt from discloser, provided such prior knowledge can be substantiated by documentary evidence; (d) that is disclosed to recipient by a third party (other than employees or agents of either party) that in making such information available to recipient, is not in violation of any obligation of confidentiality to discloser; or (e) that is independently developed by recipient, provided such independent development can be substantiated by documentary evidence.

11.2 The obligations of confidentiality set out in this clause 11 shall endure for two (2) years following disclosure under this clause 11, notwithstanding any termination of this Agreement.

## **12. Force Majeure**

12.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control including without limitation, acts of God, laws, statutes, ordinances, regulations, legislative measure, acts of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labour disturbances, difficulty in gaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by Upfield or subcontractors ("**Force Majeure**").

12.2 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under the Agreement. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should an event of Force majeure continue or be expected to continue for a period extending to more than thirty (30) days after the agreed delivery date, either Party is entitled to cancel the affected part of the Order without any liability to the other Party.

## **13. Limitation of liability**

13.1 Subject to clause 13.3, Upfield's total liability in contract, tort (including negligence), misrepresentation or otherwise under or in relation to:

(a) this Agreement, shall be limited in the aggregate to an amount equal to the Price paid or payable by Customer for the Products under the applicable Order(s) under the Agreement; and

(b) an Order shall be limited in the aggregate to an amount equal to the Price paid or payable by Customer for the Products under that Order.

13.2 Subject to clause 13.3, Upfield shall not be liable whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, in connection with this Agreement for:

(a) loss of actual or anticipated profit or any other economic loss (including any loss of use, loss of production, loss from business interruption, interest, revenue, anticipated savings or business or damage to goodwill), increased cost of working or damage resulting from late delivery or wasted expenditure and liability for loss or damage of any nature whatsoever suffered by third parties (even if Upfield is advised in advance of the possibility of any such losses); or

(b) any indirect, special or consequential loss or damage, howsoever arising.

13.3 Nothing in this Agreement shall exclude, restrict or limit Upfield's liability

for any liability that cannot be legally excluded or limited under the Governing Law (as defined below). 13.4 The Customer accepts that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances.

#### **14. Product Recall**

14.1 If there is a recall of any of the Products, the Customer shall provide reasonable assistance to Upfield in developing a recall strategy and shall work with Upfield and any applicable governmental agency, entity or authority (a "Governmental Body") in monitoring the recall operation and in preparing such reports as may be required.

14.2 Unless required by law, the Customer shall not voluntarily initiate any recall or withdrawal of Products that have been supplied to the Customer without the prior written consent of Upfield and only then in strict compliance with Upfield's instructions about the process of implementing the withdrawal.

14.3 The Customer shall, at the request of Upfield, give Upfield all reasonable assistance in locating and recovering any Products that are not in accordance with the specification and have been supplied by Upfield to the Customer, and all costs associated with the product recall shall be borne by the Customer. The Customer shall immediately notify and provide copies to Upfield of any communications in relation to the Product, whether relating to recalls or otherwise, with any Governmental Body. The Customer will not disclose or make available to any third party any information related to the product recall.

#### **15. Independent Contractors**

15.1 Upfield and Customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other party.

#### **16. Non-assignment**

16.1 Neither party may assign any of the rights or obligations under the Agreement without the prior written consent of the other party. However, Upfield may assign such rights and obligations, wholly or partly, to any or its parent companies, subsidiaries or to a third party acquiring all or a substantial part of Upfield's assets or business relating to the Products.

#### **17. Term and Termination**

17.1 Without limiting its other rights and remedies, Upfield may terminate this Agreement by giving written notice to the Customer if:

(a) the Customer fails to make a payment due under this Agreement within ten (10) days of the due date for such payment;

(b) the Customer materially breaches this Agreement (and is unable to remedy this material breach (where remediable) within ten (10) days of a notice requiring the Customer to remedy it);

(c) the Customer becomes or is reasonably likely to become insolvent, enters into bankruptcy, individual voluntary arrangement, liquidation, winding up, receivership or administrative receivership, administration, a corporate voluntary arrangement or compromises any debts with creditors or has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Clause;

(d) an event of Force Majeure Event affecting the Customer or Upfield continues and prevents supply of Products for more than thirty (30) days.

17.2 On termination of the Agreement for any reason the Customer shall immediately pay to Upfield all of Upfield's outstanding unpaid invoices and interest.

17.3 Termination of this Agreement for any reason shall not affect any rights or obligations that have accrued before termination including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

17.4 On Termination of this Agreement or the occurrence of any of the events set out in Clause 17(c):

(a) the Customer's right to resell the Products or use them in the ordinary course of its business ceases immediately;

(b) Upfield may require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product; and

(c) the Customer shall ensure that Upfield and its employees, agents and sub-contractors shall be entitled to free and unrestricted access to enter any premises or vehicles owned, occupied or controlled by the Customer and/or any other location where any of the Products are situated at any time without prior notice, in order to inspect and recover such Products.

#### **18. General**

18.1 The Customer shall indemnify Upfield against all claims by any person other than the Customer relating to the Products delivered to the Customer or otherwise in connection with this Agreement.

18.2 This Agreement along with all Trade Terms and Orders constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty,

statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement..

18.3 No person or entity who is not party to this Agreement shall have any right to enforce or rely upon any term of this Agreement.

18.4 No delay in exercising or non-exercise by any Party of any of its rights, powers or remedies under or in connection with this Agreement (or any part) shall operate as a waiver of that right, power or remedy.

18.5 No variation of this Agreement shall be effective unless it is made in writing, refers specifically to this Agreement and is signed by both of the parties.

18.6 If any provision (or any part of) of the Agreement is or becomes illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the legality, validity or enforceability of the remaining provisions of the Agreement or the remaining parts of that provision shall not in any way be affected.

#### **19. Notices**

19.1 All notices, consents and approvals under this Agreement must be delivered in writing to the receiving party's registered office or its principal place of business (or such other address as notified by the party from time to time) by courier, by overnight mail service or by certified mail (postage prepaid and return receipt requested) to the other party. Notification via email may be pre-agreed between the parties on a case-by-case basis.

#### **20. Language**

20.1 These Terms & Conditions are stated in English and the local language of Upfield's country of incorporation. In the event of any conflict between the English version and the local language version of this Agreement, the parties agree that, to the extent permitted by the Governing Law, the English language version shall always prevail.

#### **21. Laws and Jurisdiction**

21.1 Unless specified otherwise in a Trade Term, each Party agrees that this Agreement (and each part of it) shall be governed by and construed in accordance with the laws of Upfield's country of incorporation ("Governing Law").

21.2 In the event of a dispute arising out of or in connection with this Agreement, then the dispute shall be referred to and finally resolved by the courts of Upfield's country of incorporation.

21.3 The international rules for the interpretation of delivery terms prepared by the International Chamber of Commerce (INCOTERMS) set out in any Order shall apply to that Order but where they conflict with this Agreement, this Agreement shall prevail.

21.4 The parties agree that the 1980 Vienna Convention on the International Sale of Goods shall not apply to this Agreement.

These Terms & Conditions are applicable with effect from 1 January 2020 and are subject to change at any time without notice. The current version of these Terms & Conditions can be found at [www.upfield.com](http://www.upfield.com)

## **Special Conditions**

### **United Kingdom**

Consumer Claims. If a consumer makes a credible complaint to a Customer about any defective Product purchased from the Customer (and supplied to the Customer by Upfield), provided the Customer promptly provides full details of the complaint to Upfield and such complaint is not due to any act or omission of the Customer, Upfield will reimburse the Customer for the cost of refunding the consumer (up to the retail price paid by the consumer) as a goodwill gesture, in recognition of the Customer's assistance.

Vehicle Turnaround & Retendering. Upfield reserves the right to charge the Customer demurrage at a rate of £30 per hour/part hour for any vehicle which is not discharged within 90 minutes of its arrival or of the agreed booking-in time (where one exists). Where a delivery is refused or withdrawn because of excessive delays through no fault of Upfield or its carrier, Upfield reserves the right to pass on any costs of retendering to the Customer.

Product Bar Codes. Upfield will endeavour to observe the rules of GS1-UK for the printing of bar codes but will not be liable to the customer (whether for negligence or otherwise) for any loss, damage or expense attributable to the absence of or error in such bar code printing.

Warranties. All food stuffs supplied hereunder are at the time of delivery guaranteed to conform in every respect with the requirements of the Food Safety Act 1990 (as amended from time to time).

GSCOP. GSCOP shall be incorporated into these Terms & Conditions in its entirety and in the event of any inconsistency between the terms of GSCOP and these Terms & Conditions, then these Terms & Conditions shall take precedence.

Liability. Nothing in an Agreement shall limit or exclude a person's liability for: (a) death or personal injury caused by their negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability which cannot legally be excluded or limited.

Warranty. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Agreement.

Third Party Rights. This Agreement does not confer any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.