

CONDITIONS OF SALE – Flour, Grains, Animal Feed, Seed and Fertilisers.
The Buyer's attention is drawn in particular to the provisions of clause 8.

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:-
Buyer means the person whose Order for Goods is accepted by Heygates.

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Heygates in accordance with clause 2.2.

Contract means the contract between Heygates and the Buyer for the purchase and sale of the Goods in accordance with these Conditions.

Force Majeure Event has the meaning given in clause 9.

Goods means the goods (including any instalments of the goods) which Heygates is to supply under a Contract.

Heygates means the company within the Heygate Group of Companies which contracts with the Buyer for the supply of Goods under a Contract.

Heygate Group of Companies means Heygate & Sons Limited (Company registration no. 719446) and its subsidiaries as defined by section 1159 of the Companies Act 2006.

Order means the Buyer's order for Goods as set out in the Buyer's purchase order form and which may or may not be issued in response to a quotation issued by Heygates.

Order Confirmation means Heygates' written acceptance of an Order placed by the Buyer (whether communicated by email or otherwise).

Specification has the meaning defined in clause 3.2.

Total Debt means any amounts owing by the Buyer to Heygates or to the Heygate Group of Companies whether or not under a Contract, agreement or deed between the parties.

1.2 **Construction.** In these Conditions, the following rules apply:

1.2.1 Any reference to legislation or a legislative provision shall be construed as a reference to it as amended, re-enacted or extended at the relevant time.

1.2.2 Words denoting the singular shall include the plural and vice versa.

1.2.3 Words denoting any gender shall include all genders.

1.2.4 Words denoting persons shall include bodies corporate, partnerships and individuals.

1.2.5 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.

1.2.6 A reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. No Order is legally binding until it has been accepted by Heygates issuing an Order Confirmation at which point the Contract shall come into existence, subject to these Conditions which shall govern the Contract to the exclusion of any other terms.

2.2 No variation to these Conditions shall be binding unless agreed in writing between an authorised representative of the Buyer and an Executive Director of Heygates.

2.3 The Buyer acknowledges that it has not entered into the Contract in reliance upon any representation, warranty or undertaking of Heygates which is not expressly set out or referred to in these Conditions or in writing on a quotation.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, Order Confirmation, invoice or other document or information issued by Heygates shall either be subject to correction without any liability on the part of Heygates or in the event the error or omission results in a material increase in price per kilogram (being in excess of 10%) the Buyer shall have the option to cancel the Contract by notifying Heygates in writing within two Business Days of being made aware of the error or omission by Heygates.

2.5 Any quotation issued by Heygates (whether written or oral) shall not constitute an offer but an invitation for the Buyer to make an offer to purchase Goods by placing an Order subject to these Conditions.

2.6 The Buyer shall be responsible to Heygates for checking the accuracy of the terms of any quotation or Order (including any applicable Specification) and for giving Heygates all necessary information relating to the Goods within a sufficient time to enable Heygates to perform the Contract in accordance with its terms.

2.7 The Contract contains the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements between them relating to the sale of Goods. To the extent that the Buyer's Order purports to incorporate the Buyer's standard terms and conditions, such standard terms and conditions shall not apply and are hereby rejected by Heygates.

3. GOODS

3.1 The quantity and description for the Goods shall be those stated in the Order if accepted by Heygates.

3.2 The specification for the Goods shall be:

3.2.1 any specification for the Goods that is agreed in writing by the Buyer and Heygates using Heygates' standard form specification documentation; or

3.2.2 where no such specification is agreed in writing, the specification shall be Heygates' current specification for the Goods as updated by Heygates from time to time, (the "**Specification**").

3.3 For the avoidance of doubt, no specification document maintained or submitted by the Buyer (whether using the Buyer's standard form documentation or otherwise) shall apply to the Contract.

3.4 If, following a request from the Buyer, Heygates inputs flour specification data into any database or system operated or maintained by the Buyer, then:

3.4.1 the Buyer acknowledges that its own database or system may not be configured to carry the data in a suitable or accurate format;

3.4.2 the Buyer acknowledges that any such data shall be provided by Heygates "as is", and that Heygates provides no warranty as to the accuracy, completeness, or fitness for purpose of such data; and

3.4.3 the data provided shall not constitute, or amend, the Specification determined in accordance with clause 3.2.

3.5 Heygates (at its sole discretion) reserves the right to substitute any unavailable Goods for a suitable alternative. If the substituted Goods are not acceptable to the Buyer, the Buyer must notify Heygates within five Business Days of receipt and must return such substitute Goods to Heygates within eight Business Days of receipt in the same condition in which they were originally delivered (and if delivered in bags, those bags being unopened). Subject to Buyer having returned the substituted Goods in accordance with this clause, Heygates shall refund the price paid (relevant proportion of the price paid) for the returned substituted Goods including any reasonable transport costs incurred by the Buyer, subject to such transport costs having been agreed between the parties in advance. Where the entirety of the Goods under the Contract are being returned for this reason, and subject to the Goods having been returned to Heygates in accordance with this clause, the Contract will be deemed to be cancelled without any liability to either party. Where only part of the Goods are being returned, the remainder of the Contract shall remain in force.

3.6 Heygates reserves the right to make changes to the Specification of the Goods in order to comply with applicable laws.

3.7 No Order which has been accepted by Heygates may be cancelled by the Buyer save as provided for in clause 2.4 and clause 3.5).

4. PRICE OF THE GOODS

4.1 Subject to the provisions of clause 4.3:

4.1.1 the price of the Goods shall be Heygates quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Heygates current price list in force on the date of the Order.

4.1.2 All prices quoted are valid for the period stated on the quotation. If no such period is stated on the quotation any price quoted will be valid until 16:00 hours GMT on the date of the quotation only.

4.2 After expiry of the validity period of any quotation, any quoted prices may be altered by Heygates without giving prior notice to the Buyer. Heygates reserves the right (at its absolute discretion)

to accept or reject an Order placed after the expiry of the validity period of any quotation.

4.3 Heygates may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to any currency fluctuations, levies, taxes, duties or tariffs imposed on the Goods or any other factor beyond Heygates' reasonable control.

4.4 Except as otherwise stated in any quotation or in Heygates price list, or unless otherwise agreed in writing between the Buyer and Heygates, all prices given by Heygates are quoted on the basis that the Goods shall be delivered on an ex-works basis (meaning that Buyer shall collect the Goods from Heygates' premises).

4.5 The price of the Goods is exclusive of any applicable value added tax, or any other levy, tax or financial imposition which the Buyer shall be additionally liable to pay to Heygates.

4.6 The Buyer will be charged for any pallets, returnable containers and packaging not returned in good condition to Heygates.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between Heygates and the Buyer:

5.1.1 Heygates shall be entitled to invoice the Buyer for the price of the Goods at any time on or after delivery of the Goods or deemed delivery of the Goods in accordance with clause 6.6; and

5.1.2 The Buyer shall pay the price of the Goods within 28 days of the date of Heygates' invoice, subject always to clause 11. Time of payment is of the essence.

5.2 Any variation in the terms of payment will be shown on the quotation, Order Confirmation, or invoice for the Goods.

5.3 Remittance must be sent to the address or bank account stated on the invoice quoting the relevant invoice number(s).

5.4 If the Buyer fails to make any payment under the Contract by its due date for payment, then the full amount of the Total Debt becomes immediately due and payable without prejudice to any other right or remedy available to Heygates, in which event Heygates shall be entitled to:

5.4.1 cancel the relevant Contract or any other Contract which the Buyer has with the Heygate Group of Companies and/or suspend any further deliveries to the Buyer;

5.4.2 appropriate any payment made by the Buyer for such of the Goods (or any of the Total Debt) as Heygates thinks fit (notwithstanding any purported appropriation by the Buyer);

5.4.3 charge the Buyer interest on the amount of the Total Debt unpaid at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the Total Debt, whether before or after judgement; and

5.4.4 recover from the Buyer on demand and on a full and unlimited indemnity basis all costs, charges, expenses and liabilities paid or incurred by Heygates (whether directly or indirectly) by reason of the Buyer's payment default, including (by way of illustration only) the following costs of recovering outstanding monies, namely: all internal administrative costs, all bank charges (including any charges for re-presenting dishonoured or unpaid cheques) and all legal and other professional costs and fees and disbursements and VAT thereon.

5.5 All amounts due under the Contract from Buyer to Heygates shall be paid in full without any set-off, counterclaim, deduction or withholding.

5.6 Heygates and any member of the Heygate Group of Companies may at any time, without notice to Buyer, set off any liability of the Buyer to the Heygate Group of Companies against any liability of any member of the Heygate Group of Companies to the Buyer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Conditions, any Contract, or any other contract or agreement between the relevant parties.

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at Heygates premises at any time after Heygates has notified the Buyer that the Goods are ready for collection or, if

some other place for delivery is agreed, by Heygates delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and Heygates shall not be liable for any delays in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract. The Goods may be delivered by Heygates in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Whilst every effort will be made to deliver the quantities ordered, where delivery of the Goods is to be made in bulk, then Heygates reserve the right to deliver more or less than the quantity ordered (up to 10% more or less) without any adjustment in the price per kilogram, and the quantity so delivered shall be deemed to be the quantity ordered.

6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by Heygates to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more of the instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.5 If Heygates fails to deliver the Goods for any reason other than any Force Majeure Event or the Buyer's fault, and Heygates accordingly becomes liable to the Buyer, Heygates' liability shall be limited to the additional cost (if any) to the Buyer (in the cheapest readily available market) of buying similar Goods to replace those not delivered in excess of the price of the Goods per kilogram.

6.6 If the Buyer fails to take delivery, or arrange collection, of the Goods within three Business Days of Heygates notifying the Buyer that the Goods are ready for delivery, or fails to give Heygates adequate delivery instructions at the time stated for delivery (otherwise than by reason of any Force Majeure Event or by reason of Heygates' failure to comply with its obligations under these Conditions) then, without prejudice to any other right or remedy available to Heygates:

6.6.1 the delivery of the Goods shall be deemed to have been completed at 9.00am on the fourth Business Day after the day on which Heygates notified the Buyer that the Goods were ready;

6.6.2 Heygates may store the Goods until actual delivery or collection and charge the Buyer for all related costs and expenses (including insurance) of storage; and

6.6.3 in circumstances where the Buyer has not already paid the full price for the Goods, Heygates may resell or otherwise dispose of part or all of the Goods and charge the Buyer for any shortfall below the price under the Contract.

7. TITLE AND RISK

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods made ready for collection from Heygates premises, at the time when Heygates notifies the Buyer of the same; or

7.1.2 in the case of Goods being delivered to the Buyer, at the time of delivery or, if the Buyer fails to take delivery of the Goods, the time specified in clause 6.6.1.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provisions of these Conditions the title in the Goods shall not pass to the Buyer until Heygates has received payment in full (in cash or cleared funds) for:

7.2.1 the Goods; and

7.2.2 any other goods that Heygates or the Heygate Group of Companies has supplied to the Buyer in respect of which payment has become due.

7.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

7.3.1 hold the Goods on a fiduciary basis as Heygates' bailee;

7.3.2 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as Heygates' property, subject to clause 7.6;

7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.4 maintain the Goods in a satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

7.3.5 notify Heygates immediately if it becomes subject to any of the events listed in clause 10;

7.3.6 give Heygates such information relating to the Goods as Heygates may require from time to time; and
7.3.7 on request, the Buyer shall allow Heygates to inspect the Goods and any insurance policy,
but the Buyer may resell or use the Goods in the ordinary course of its business.

7.4 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 10, or Heygates reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Heygates may have, Heygates may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, and in any case within three Business Days, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

7.5 The Buyer shall not be entitled to pledge or otherwise charge by way of security for any debt any of the Goods in which title remains vested in Heygates but if the Buyer does so, all monies owed by the Buyer to Heygates shall (without prejudice to any other right or remedy of Heygates) forthwith become due and payable.

7.6 Where the Goods have been mixed with other similar or identical Goods belonging to the Buyer and/or third parties then title in the resulting mixture ("**the Mixture**") shall be retained by Heygates in respect of a share of the Mixture that is proportionate to Heygates contribution of Goods to the Mixture and the provisions of this clause 7.6 shall apply to Heygates' proportion of the Mixture. Until title in the Mixture has passed to the Buyer, the Buyer shall:

7.6.1 hold the Mixture on a fiduciary basis as Heygates' bailee;

7.6.2 maintain the Mixture in a satisfactory condition and keep it insured against all risks for the full price from the date of delivery;

7.6.3 notify Heygates immediately if the Buyer becomes subject to any of the events listed in clause 10;

7.6.4 give Heygates such information relating to the Mixture as Heygates may require from time to time;

7.6.5 on request the Buyer shall allow Heygates to inspect the Mixture and any insurance policy;

7.6.6 provided the Mixture is still in existence and has not been sold or incorporated in or used as material for other goods, Heygates shall be entitled at any time without notice to the Buyer to enter upon the premises of the Buyer or any third party where the Mixture is stored and take possession of a proportion of the Mixture equal to the amount of Heygates contribution to the Mixture; and

7.6.7 the Buyer shall not be entitled to pledge or otherwise charge by way of security for any amount owing any of the Mixture in which title remains vested in Heygates but if the Buyer does so, all monies owed by the Buyer to Heygates shall (without prejudice to any other right or remedy of Heygates) forthwith become due and payable.

8. WARRANTIES AND LIABILITY

8.1 In relation to the Goods which are animal feeds and fertilisers, the terms of the Agriculture Act 1970 shall apply and all other warranties or liabilities are expressly excluded by Heygates to the maximum extent permissible by law.

8.2 In relation to Goods which are seeds, the Buyer acknowledges that Heygates is not involved in the production of any seeds, which are sourced by Heygates from third party suppliers. Accordingly:

8.2.1 Heygates offers no warranty to the Buyer in respect of Goods which are seeds; and

8.2.2 subject to clause 8.10, Heygates' liability to the Buyer in respect of any claim for defective seeds, shall be satisfied by Heygates passing on to the Buyer the benefit of any sums received, or other remedies made available, to Heygates from the relevant seed supplier in respect of such defective seeds.

8.3 Subject to clauses 3.5, 3.6, 8.1 and 8.2, Heygates warrants that on delivery of the Goods to the Buyer, or upon notification to the Buyer that the Goods are ready for collection:

8.3.1 the Goods shall be of the variety or type specified in the Order;

8.3.2 the Goods (other than seeds) shall conform in all material respects with their description and applicable Specification; and

8.3.3 the Goods (other than seeds) shall be free from any material defects that would be apparent upon reasonable examination.

8.4 Subject to clause 8.5 if:

8.4.1 the Buyer notifies Heygates within five Business Days following the date of delivery or (where the failure was not apparent on reasonable inspection) within a reasonable time after discovery that the Goods fail to comply with the warranties given in clause 8.3; and

8.4.2 Heygates is given a reasonable opportunity of examining such Goods; and

8.4.3 the loss or damage is of a type which would normally be recoverable in a court of law in respect of a claim for damages for breach of contract; and

8.4.4 the Buyer (if asked to do so by Heygates) returns such Goods to Heygates place of business at Heygates' cost, Heygates shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.

8.5 Heygates shall not be liable for Goods' failure to comply with the warranties set out in clause 8.3 or breach of the implied terms of the Agriculture Act 1970 (as amended) if:

8.5.1 the Buyer makes any further use of such Goods after giving notice in accordance with clause 8.4;

8.5.2 the defect arises because the Buyer failed to follow Heygates' oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practices regarding the same;

8.5.3 the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions; or

8.5.4 the Goods differ from their description or Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.6 Except as expressly provided in these Conditions, all warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law, custom of trade or otherwise are excluded to the fullest extent permitted by law. In particular, and without prejudice to the generality of the foregoing, in no case are the Goods warranted free from any defect which would not be apparent upon reasonable examination.

8.7 Subject to clause 8.1, the terms implied by sections 13 to 15 inclusive of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.8 Subject to clause 8.10, Heygates' total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise howsoever arising shall be limited as follows:

8.8.1 in the case of any claim for defective Goods which are seeds, Heygates' liability shall be limited in accordance with clause 8.2.2; and

8.8.2 in respect of all other claims arising under or in connection with a Contract, Heygates' liability shall be limited to the price paid or payable for the Goods.

8.9 Subject to clause 8.10, Heygates shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise howsoever arising for any:

8.9.1 loss of profits;

8.9.2 loss of sales or business;

8.9.3 loss of agreements or contracts;

8.9.4 loss of anticipated savings;

8.9.5 loss of or damage to goodwill; or

8.9.6 indirect, special or consequential loss.

8.10 Nothing in these Conditions excludes or limits the liability of Heygates for:

8.10.1 fraud or fraudulent misrepresentation;

8.10.2 death or personal injury caused by Heygates negligence or the negligence of Heygates employees, agents or subcontractors (as applicable); or

8.10.3 any matter in which it would be unlawful for Heygates to exclude or restrict liability.

8.11 The price of any Goods sold or offered for sale is based upon the foregoing limitations upon Heygates liability. The price of such Goods would be much greater if a more extensive liability were required to be undertaken. In accepting the Goods upon these conditions, the Buyer acknowledges that the exclusions and limitations of Heygates liability set out in this clause 8 are fair and reasonable. If the Buyer requires a more extensive liability it should raise the issue direct before the Contract comes into

existence. The Buyer is responsible for making its own arrangements for the insurance of any other loss.

8.12 These Conditions shall apply to any replacement Goods supplied by Heygates.

9. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, quasi governmental or local authority, import or export regulations or embargoes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, natural disasters or extreme adverse weather conditions, difficulties in obtaining raw materials or default of suppliers or subcontractors.

10. INSOLVENCY OF OR BREACH OF CONTRACT BY THE BUYER

10.1 This clause applies if:

- 10.1.1 the Buyer fails to make any payment on the due date towards reducing its Total Debt; or
- 10.1.2 the Buyer commits any other breach of the Contract; or
- 10.1.3 any distress or execution shall be levied upon any of the Buyer's goods; or
- 10.1.4 the Buyer offers to make any arrangement with its creditors; or
- 10.1.5 any bankruptcy petition is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented; or
- 10.1.6 a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets; or
- 10.1.7 the Buyer shall suffer any proceedings analogous to the proceedings under clause 10.1.5 or 10.1.6 under foreign law; or
- 10.1.8 the Buyer ceases, or threatens to cease, to carry on business; or
- 10.1.9 Heygates reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If the Buyer is a partnership, this clause applies if any of the above events occurs with respect to the partnership or to any partner therein.

10.3 If this clause applies, without prejudice to any other right or remedy available to Heygates:

- 10.3.1 Heygates shall be entitled to cancel the Contract or suspend any further deliveries under it without any liability to the Buyer;
- 10.3.2 if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding these Conditions or any previous agreement or arrangement to the contrary;
- 10.3.3 the Total Debt (whether or not immediately due and payable) shall forthwith become immediately due and payable.

11. CREDIT CHECKS

11.1 By requesting a quotation from Heygates, placing an Order, or entering into a Contract, the Buyer authorises:

- 11.1.1 the Heygate Group of Companies to make a credit search against the Buyer and to keep a record of that search for up to 6 years after fulfilment of the Contract or any other contract with the Heygate Group of Companies and the Buyer will provide if specifically

requested written authorisation from directors of the Buyer (if a company) or individual partners of the Buyer (if a partnership) or members (if a limited liability partnership) authorising a credit search of that individual; and

11.1.2 the Heygate Group of Companies to share such credit records and the Buyer's record of payment of invoices to the Heygate Group of Companies with credit reference agencies and other organisations on an unrestricted basis.

11.2 The Buyer or individuals searched against because of their links to the Buyer may withdraw their consent given in clause 11.1 on 14 days' written notice but if they do so the Heygate Group of Companies has the option of:

- 11.2.1 withdrawing all of the Buyer's credit facilities without further notice;
- 11.2.2 terminating the Contract but without prejudice to the Total Debt the full amount of which shall immediately become due and payable; or
- 11.2.3 suspending any further deliveries under the Contract until the Total Debt has been cleared.

12. GENERAL

12.1 Assignment and subcontracting.

- 12.1.1 Heygates 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 Contract.
- 12.1.2 The Buyer may 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 Heygates.

12.2 Notices.

Any notice required or permitted to be given by either party to the other under a Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.3 Waiver.

- 12.3.1 No waiver by Heygates of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 12.3.2 Failure or delay by Heygates in enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 12.3.3 Each right or remedy of Heygates under the Contract is without prejudice to any other right or remedy of Heygates whether under the Contract or not.

12.4 Severance.

- 12.4.1 If any provision of these Conditions is held by any competent authority to be invalid, illegal or unenforceable in whole or in part, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 12.4.2 If any invalid, unenforceable or illegal provision of the Conditions 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.

12.5 Third Party Rights

No third party (save for any company within the Heygate Group of Companies) shall have a right to enforce a provision under the Contracts (Rights of Third Parties) Act 1999.

12.6 Governing Law and jurisdiction.

The Contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.