

Powderkeg Brewery Ltd

Terms and Conditions of Trade and Sale.

PLEASE READ CAREFULLY.

The following are the terms and conditions for the sale of goods from Powderkeg Brewery Ltd which apply to and govern any contract which we enter into. Acceptance of delivered goods from Powderkeg Brewery Ltd is conclusive evidence of the Customer acceptance of the following terms and conditions.

Definitions

“We”, “Us” or “Supplier” means Powderkeg Brewery Ltd, Registered office address: 10 Hogsbrook units, Woodbury Salterton, Devon EX5 1PY

“You” or “Customer” means any person, firm, company or unincorporated association which orders or buys Goods from Supplier.

“Goods” means the goods, products and/or services which are the subject of the Contract and any instalment thereof.

“Order” means any order placed by Customer, either orally or in writing.

“Invoice” means the invoice given, despatched, or emailed to the Customer detailing the Goods and the Price.

“Price” means the total price to be paid by the Customer to the Supplier for the Goods as specified on the invoice which shall include VAT where applicable and/or other taxes, duties and appropriate other charges.

“Contract” means an individual legally binding contract between Supplier and Customer created when an Order placed by Customer is accepted and fulfilled by the Supplier according to these Conditions.

1. Pricing and Orders

- 1.1. All descriptions and illustrations contained in/on the Supplier catalogue/internet site or any price list or otherwise, communicated to the Customer are intended merely to present a general impression of the Goods. Nothing contained in any of them shall form any part of the Contract.
- 1.2. Whilst every endeavour will be made to maintain published prices, the Supplier reserves the right to alter prices at any time prior to acceptance of order. Orders shall be accepted entirely at the discretion of the Supplier and, if accepted, are governed by these Conditions.
- 1.3. All prices for Goods and Services are in pounds Sterling.
- 1.4. Subject to condition 1.5, the prices charged for products will be those applied by us on the date of acceptance of your order. All prices quoted are exclusive of Value Added Tax unless otherwise stated. VAT shall be payable by you at the prevailing rate, subject to receipt of a valid VAT invoice from us.
- 1.5. Any increases in rates of duty or other taxes, or any third party product price increases, will be passed on immediately in full. In the event of any such change, orders accepted but not delivered at the date of such change will be fulfilled at the revised prices.

- 1.6. Unless otherwise agreed, where we agree to pay you a retrospective discount under any contract we may have with you, such retrospective discount payment will not include VAT. In accordance with HMRC VAT treatment under Public Notice 700 18.2, we will not reduce the output tax due and you should not reduce the input tax being claimed.
- 1.7. The prices quoted for products are inclusive of carriage (unless expressly agreed to and stated as otherwise). We reserve the right to charge for any deliveries which we believe (acting reasonably) cost significantly more than our average cost to deliver.
- 1.8. Delivery charges/cost of carriage of goods agreed in advance of delivery between the Supplier and the Customer and invoiced appropriately are payable under this Contract.
- 1.9. Unless you are an approved wholesaler and are purchasing products on that basis, all prices are quoted on the basis that the products are being purchased for retail sale to end consumers at an outlet agreed and approved by us.
- 1.10. Where you purchase as an approved wholesaler, all prices are quoted to you on the basis that the products are being purchased by you for onward sale to retail customers who will subsequently sell to end consumers at an outlet. We may from time to time ask you to demonstrate to us where you intend to onward sell our products.
- 1.11. Without limiting our other rights and remedies, should the products be sold other than in accordance with the conditionality set out in conditions 1.9 and 1.10, we reserve the right to clawback or withhold any discounts, loyalty bonuses, listing fees and/or sponsorship fees granted in respect of such products, and to charge our trade or wholesale selling price for such volume of products and any future volume of products purchased by you until such time as you prove to our reasonable satisfaction that the conditionality in conditions 1.9 and 1.10 is being met.
- 1.12. All orders shall be deemed to be an offer by you to purchase products pursuant to these terms of sale. No order shall be binding on us until it is accepted over the telephone or by electronic communication by one of our authorised representatives or confirmed by us in writing.
- 1.13. For an order to be eligible for acceptance it must meet the minimum order quantity. The minimum order quantity will be set by us at our absolute discretion from time to time.
- 1.14. An order confirmation will be sent from the Supplier to the Customer prior to delivery and will state the prices to be charged to the customer.
- 1.15. We do not sell products on a “sale or return” basis, unless specifically agreed with you in writing.

2. Delivery

- 2.1. Time of delivery shall not be of the essence and we shall not be liable for any loss or damage whatsoever arising as a result of failure to deliver products by any particular date, provided that we use reasonable endeavours to deliver the products within a reasonable timescale.
- 2.2. We will deliver the products to the agreed delivery location. You will make sure that the premises to which the products are to be delivered are compliant with all relevant health

and safety legislation and codes of practice. If any premises are not compliant, we shall be entitled to suspend deliveries until they are compliant, without any liability to you.

- 2.3. Delivery in respect of any product is completed on arrival of the relevant product at the agreed delivery location. If we have specifically agreed with you that you will collect the products, delivery in respect of any such product is completed on the completed loading of the relevant product.
- 2.4. Delays in the delivery of any Products shall not entitle the Customer to claim damages from the Supplier. We shall not be liable for any delay in delivery or failure to deliver any Products that is caused by an event outside of our control
- 2.5. We reserve the right to make an additional charge if you request any unscheduled delivery or emergency delivery.
- 2.6. We may deliver the products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 2.7. If you refuse to accept a delivery, for whatever reason, we reserve the right to charge you the cost of carriage both to and from your premises, in addition to a reasonable administration charge and any other claim we may have, and we may resell or otherwise dispose of all or part of the products. Similarly, if you fail to collect the products, which total more than one pallet, at the agreed delivery location within two days of the agreed time, we reserve the right to charge you storage costs, in addition to a reasonable administration charge and any other claim we may have, and if payment for Powderkeg products is not made within 40 days, or customers' products canned by Powderkeg are not paid for within 14 days, we may resell or otherwise dispose of all or part of the products.
- 2.8. Acceptance of delivery, or collection, of the products (as the case may be) shall be deemed conclusive evidence of your acceptance of these terms of sale
- 2.9. Upon delivery or collection (as the case may be), all products should be examined and any loss or damage communicated to us by either telephone (01395 488181) or by email to office@powderkegbeer.co.uk and, where the products are delivered, the carriers notified in writing on the same day. We shall be entitled to treat any signature obtained in good faith as binding you. Claims cannot be entertained and we accept no liability for missing or damaged products not notified to us within 24 hours of delivery.
- 2.10. In respect of the non-delivery or non-collection of products for which an invoice has been raised, any claim must be made in writing to us within seven days of the date of the invoice. Any claim in respect of incorrect pricing must be made in writing to us within fourteen days of the date of the invoice.

3. Payments

- 3.1. Payment for the Products must be made by the date specified on the Invoice unless otherwise agreed by the Supplier in writing. The Supplier reserves the right to withhold any Order from being dispatched until it has received payment in full through one of the payment methods specified on the invoice.

- 3.2. We reserve the right at any time to apply a credit limit to your trade account, and to refuse to accept any orders placed by you where the value of such orders would cause you to exceed your credit limit (unless otherwise agreed).
- 3.3. We reserve the right at any time to amend or withdraw any or all of the (i) payment terms, (ii) credit limit and (iii) methods of payment.
- 3.4. Where deposits are paid for ordered Goods or Services the deposit shall act as acceptance of these terms and conditions and acceptance that full payment must be made according to the terms of the contract.
- 3.5. Payment is due according to the Invoice payment terms without any deductions, whether arising by way of lawful or alleged right of set off, counter-claim or otherwise.
- 3.6. If the Customer fails to make any Payment on the due date, then, without prejudice to any other right or remedy available to the Supplier, it shall be entitled to:
 - 3.6.1. Suspend further deliveries of Goods.
 - 3.6.2. Charge an administration fee for any legal or other actions required to recover monies due.
 - 3.6.3. Charge interest on any overdue amount, on a daily basis or retrospectively, to cover the full period for which payment is defined as 'late', commencing one day after the Invoice due date. Interest will be charged in line with the relevant late payment legislation ruling at the time.
- 3.7. The Customer shall reimburse the Supplier (on a full indemnity basis) all costs and expenses incurred by the Supplier in connection with the recovery of any monies due to the Supplier from the Customer under this contract.
- 3.8. In the event of any cheques or direct debits being dishonoured, a charge of £25.00 excluding VAT (or such other reasonable sum as we may from time to time advise you) will be made on your account to cover bank and administrative costs.
- 3.9. Any payment made by the Customer to the Supplier shall be applied to outstanding invoices and Goods/Services listed in invoices, in any such order as the Supplier, at its entire discretion, thinks fit.

4. Storage, Handling and Resale of Products

- 4.1. You shall take all reasonable steps, and shall use your reasonable endeavours to procure that your customers take all reasonable steps, to preserve the quality of the products and any bottles, cases, canisters, kegs, casks, crates, pallets or other containers and packaging ("containers") from the time of delivery until dispensed to the ultimate consumer. This includes:
 - 4.1.1. storing the products, containers and equipment (as defined in condition 4.1) in clean, sound and dry premises, out of direct sunlight and within appropriate temperatures (ensuring that the products do not freeze at any time) and other ambient conditions;

- 4.1.2. observing any guidelines issued by us concerning the storage, temperature and method of dispensing to the ultimate consumer;
- 4.1.3. transporting the products, containers and equipment carefully and in suitably adapted vehicles; and
- 4.1.4. implementing proper stock rotation procedures to ensure that the products with the earlier "Best Before" date are delivered and used first (but not selling products which are past their "Best Before" date).
- 4.2. A deposit may be charged by us on returnable containers (as defined in condition 4.1) which will be credited to your account or refunded on their prompt return in good condition. We also reserve the right to charge a replacement cost where a returnable container is not returned to us, or to levy a reasonable charge where a returnable container is returned to us damaged.
- 4.3. Title to the returnable containers shall at all times remain vested in the Supplier.
- 4.4. You shall co-operate fully in the event of a recall of the products, containers, returnable containers or equipment and you shall provide such co-operation and assistance as we may reasonably request in order to comply with applicable legal requirements relating to the products, containers, returnable containers or equipment or any part of them.
- 4.5. You shall ensure, and shall use reasonable endeavours to procure that your customers ensure, that the products remain in the original containers in which they are supplied until sold or dispensed to the ultimate consumer (this does not apply to bulk products) and that any markings (including any trade marks), numbers or references indicated on the containers are not covered, defaced, altered or erased.
- 4.6. Subject to mandatory laws, you shall not, and shall procure that your customers shall not, without our prior written consent:
 - 4.6.1. use any of the names, devices or logos applied by us to any of the products, containers or equipment, except for the purpose of identifying and promoting the products in a manner which is acceptable to us; or
 - 4.6.2. sell, dispose of or describe the products under or by reference to any name or description other than the name or description applied by us, unless explicitly agreed by us in writing.
- 4.7. You shall ensure, and shall use reasonable endeavours to procure that your customers ensure, that the products are not the subject of any promotions or activity that are otherwise than in accordance with the guidance published by the Portman Group and the British Beer and Pub Association relating to responsible drinking and promotions.
- 4.8. The residual contents of any returnable containers which are collected for return to us (or our contractor) is our property from the time they are collected or returned (except where title did not transfer to you prior to such collection, in which case title will always have vested in us), without any further payment by us. You will have no further rights in those residual contents.
- 4.9. We may print bar codes on the products, in accordance with the rules of the GS1 UK. We shall not be liable to you in the event of any omission or error in such bar codes.

- 4.10. Our products are intended for the UK market and any onward sale or related duties etc. payable or non-UK compliance requirements shall be solely your responsibility. Our products comply with applicable UK requirements for labelling. We make no guarantee that the product labelling complies with any local law requirements which may apply outside of the UK. Any changes to the information on labels produced by us will be solely the responsibility of the person that makes such change. If you intend to export the product outside of the UK, you are responsible for ensuring the label complies with any local law requirements. You will keep us fully indemnified at all times on demand against any assessments, claims, demands, losses, liabilities or expenses which we incur as a result of any failure by you to fulfil your obligations under such legislation or procedures.
- 4.11. If you are wholesaling products, you warrant and confirm that you have been approved for registration with AWRS (the Alcohol Wholesaler Registration Scheme, pursuant to HMRC's Excise Notice 2002) and you will inform us of any cancellation or change to your AWRS registration. If you are exporting products, you warrant and confirm that you have been approved for registration with WOWGR (Warehousekeepers and Owners of Warehoused Goods Regulations) and you will inform us of any cancellation or change to your WOWGR registration.
- 4.12. If we agree to supply you with products upon which excise duty (or other duties or taxes) has not been paid, it will be on the strict condition that you comply with all legislation and procedures (whether legally binding or not) relating to excise duty suspension or such other regime as may be applicable, including receipting the products in the Excise Movement and Control System within 5 business days of delivery of the relevant products to you. You will keep us fully indemnified at all times on demand against any assessments, claims, demands, losses, liabilities or expenses which we incur as a result of any failure by you to fulfil your obligations under such legislation or procedures. We shall not be obliged to provide you with any certificate or similar relating to payment of excise duty on any delivery. The duty status shall be shown on the delivery note in question, a copy of which should be retained for your records.

5. Warranty and Returns

- 5.1. Upon delivery or collection (as the case may be), all products should be examined and any loss or damage communicated to us by either telephone (01395 488181) or by email to office@powderkegbeer.co.uk and, where the products are delivered, the carriers notified in writing on the same day. We shall be entitled to treat any signature obtained in good faith as binding you. We accept no liability for missing or damaged products not notified to us within 24 hours of delivery.
- 5.2. In the case of damage or other defect in the goods which was not apparent on reasonable inspection, notice shall be given to Supplier within 5 days after discovery of the damage or other defect, otherwise clause 5.1. shall apply.
- 5.3. Where a claim is made under clause 5.1 or 5.2. which the Supplier accepts, the Supplier may at the Supplier's sole discretion
 - 5.3.1. Replace the said Goods (or the part in question) free of charge; and/or
 - 5.3.2. Refund Customer all or part of the Price; and/or

- 5.3.3. Cancel Customer's liability to pay all or part of the Price and thereafter Supplier shall have no further liability to Customer.

6. Ullage

- 6.1. The Customer may reject draught Products that are unfit for sale to the public provided always that:
 - 6.1.1. the recommended settling and venting times are observed;
 - 6.1.2. the recommended temperatures are maintained during storage of the Product;
 - 6.1.3. the storage/service areas (usually a cellar) are kept clean and free of microbiological contaminants;
 - 6.1.4. less than one gallon has been removed from the Product;
 - 6.1.5. the product is unfit prior to best before date
 - 6.1.6. the Product is sealed, marked and retained to be uplifted by the Supplier or our agent.
- 6.2. Ullages will be collected by the Supplier or our agent. A credit note or replacement product will then be provided by the Supplier to the Customer if the defect is identified in testing by us.
- 6.3. Ullages for small pack Products (bottles and cans) will be accepted by the Supplier only prior to the Best Before Date on the Product.

7. Risk and Retention of Title

- 7.1. Risk of damage to or loss of the products, containers, returnable containers and equipment shall pass to you on completion of delivery
- 7.2. Title to the products (but not in any returnable containers or equipment) shall pass to you only when we have received from you payment (in cleared funds) of
 - 7.2.1. all amounts owing in respect of these products; and
 - 7.2.2. all other amounts then due and owing from you to us, whether or not under these terms of sale.
- 7.3. Until title to the products passes to you, you shall (i) hold the products as our fiduciary agent and bailee (or as trustee in Scotland), (ii) keep the products separate from your own products and third party products, and (iii) ensure the products are properly stored, protected and insured by you against all risks on our behalf from the date of delivery (for an amount which is not less than the price payable to us) and clearly identified as our property.
- 7.4. You shall be entitled to resell or use the products in the ordinary course of your business, (provided such sale shall be on your own behalf and you shall deal as principal and not as our agent) and, in such event, title to the products shall pass to you immediately before the time such resale occurs, notwithstanding that the payment is still due. Your power of sale and permission of use referred to in this condition shall (i) automatically cease upon the

occurrence of any of the events referred to in condition 8.1.1, 8.1.2, 8.1.3 or 10.1.1, 10.1.2, 10.1.3; and/or (ii) immediately cease upon notice from us to you, which notice may be given at any time when any amount is outstanding from you to us, whether or not under these terms of sale.

- 7.5. Until title to the products passes to you, we may require you to deliver up or make available for collection the products to us in the event that you fail to make payment to us under these terms of sale or we have concerns (in our sole and absolute discretion) about your solvency. If you fail to do so, you hereby irrevocably agree that we (or our representatives) may enter your premises or any third party premises where the products are stored and repossess the products and we (or our subcontractors) may do this at any time in order to repossess the returnable containers.
- 7.6. You shall not be entitled to (nor purport to) sell (other than in accordance with condition 7.4), mortgage, encumber, part with possession of, pledge or charge by way of security any of the products, containers, returnable containers or equipment which remain our property (and must remain identified as such) or allow any lien or encumbrance to arise over them. If you do so or purport to do so, all money owing by you to us shall become immediately due and payable, and we shall have the right to recover our products, containers, returnable containers and equipment.
- 7.7. The rights and remedies conferred to us by this condition 7 are in addition to and shall not in any way limit our other rights, including our right to sue for the price of the products (even if title to the products has not passed) and to recover our products, containers, returnable containers and equipment.

8. Liability

- 8.1. We do not exclude any liability to you in respect of (i) death or personal injury caused by our negligence, (ii) fraud or fraudulent misrepresentation, (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (iv) defective products under the Consumer Protection Act 1987; or (v) anything else that cannot be excluded by the operation of law.
- 8.2. Subject to condition 8.1, we shall under no circumstances whatsoever be liable to you in contract, for:
 - 8.2.1. any loss of profit;
 - 8.2.2. loss of business or business opportunity;
 - 8.2.3. loss of revenue;
 - 8.2.4. loss of anticipated savings;
 - 8.2.5. depletion of goodwill;
 - 8.2.6. or any indirect or consequential losses of any nature, howsoever arising, under or in connection with these terms of sale or any contract we may have with you.
- 8.3. Subject to conditions 8.1, 8.2 and 8.4, our total aggregate liability to you in respect of all other losses arising under or in connection with these terms of sale and any contract we may have with you, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to the price of the products purchased.

- 8.4. We shall not be liable to you or be deemed to be in breach of these terms of sale or any contract we may have with you by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control or due to your fault. This includes strikes, lockouts or other industrial actions or trade disputes (whether involving our employees or those of a third party), adverse weather conditions, default or delays of suppliers or subcontractors, breakdown of plant or equipment, and material shortages.
- 8.5. You shall indemnify us against any third party claims, losses, damages, expenses and costs we incur as a result of your negligence or any breach by you of these terms of sale or any contract we may have with you.

9. POS Material

- 9.1. Any point of sale, temporary bars, display cases, activation materials or any other promotional material or items (the "POS Materials") supplied to you, other than such items that you have paid for in full, shall at all times remain in our ownership. We shall be entitled at any time to request the return of or to attend your premises for the purpose of removal of any POS Materials. You shall take good and proper care of such POS Materials whilst in your possession or under your control, and shall replace or make good any damage caused to them or any deterioration in such POS Materials whether the same arises by fair wear and tear or otherwise. You shall afford us (or any nominated sub-contractor) all access that may be required for the purposes of the installation, removal, maintenance or replacement of the POS Materials. You shall not sell, assign, pledge, charge, rent or in any other way part with possession of the POS Materials or utilise such POS Materials in relation to the dispense, sale or promotion of products not supplied by us.

10. Insolvency

- 10.1. We may terminate our trading relationship with you or suspend further deliveries to you (without any liability to you) if:
- 10.1.1. (i) you become unable to pay your debts as they fall due; (ii) you commence negotiations with your creditors with a view to rescheduling or entering into an arrangement, compromise or composition in satisfaction of any of your debts; (iii) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; (iv) the value of your assets is less than your liabilities; or (v) your financial position deteriorates to such an extent that, in our opinion, your capability to adequately fulfil your obligations to us under these terms of sale or any contract with us has been placed in jeopardy; or
- 10.1.2. any steps are taken with a view to:
- 10.1.2.1. appointing an administrator, receiver, administrative receiver, liquidator (provisional or following a winding up), trustee or other similar officer in respect of you or your assets;
- 10.1.2.2. enforcing payment of any of your debts or of any security you have granted; or

- 10.1.2.3. obtaining a moratorium in respect of your debts; or
- 10.1.2.4. we believe that any of the events referred to in conditions 10.1.1 and 10.1.2 are reasonably likely to occur and we notify you accordingly.

- 10.2. Without limiting our other rights and remedies, we may suspend provision of the products under any contract with you if you become subject to any of the events listed in condition 10.1, or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due to us on or before the due date for payment.
- 10.3. If we terminate our trading relationship with you for any reason:
- 10.3.1. the price payable for any products that have been delivered but not paid for shall become immediately due and payable, regardless of any previous agreement or arrangement to the contrary; and
- 10.3.2. you shall not be entitled to any discounts (retrospective or otherwise), rebates or overrides, and any discounts, rebates or overrides which have accrued but not yet been paid will be cancelled and any rights to these shall automatically cease.
- 10.4. Any exercise by us of our rights under this condition 10 or condition 16 will not affect any of our other rights or remedies under these terms of sale or any contract we may have with you and (subject to condition 10.3) shall be without prejudice to any rights and remedies that have accrued as at termination. Any provision of these terms of sale or any contract we may have with you 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.

11. Waiver

- 11.1. No failure or delay by either of us in exercising our rights or remedies under these terms of sale or any contract we may have with you shall prevent or restrict the exercise of such rights or remedies at any time. No waiver (whether express or implied) by either of us of any breach of any of these terms of sale or the terms of any contract we may have with you by the other shall be construed as a waiver of any subsequent breach of the same or any other provision.

12. Third Party Rights

- 12.1. Except as expressly provided in these terms of sale or any contract we may have with you, no third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these terms of sale or any contract we may have with you.

13. Compliance with Laws

- 13.1. In performing your obligations under these terms of sale or any contract we may have with you, you shall, and shall procure that each of your or your holding company's direct or indirect subsidiaries, comply with all applicable laws, statutes, regulations, codes and HMRC

Excise Notices from time to time in force, including the Bribery Act 2010, the Data Protection Laws, the Modern Slavery Act 2015 and the Competition Act 1998.

14. Copyrights, Patents, Intellectual Property and Information

- 14.1. Goods offered for sale in any Supplier Catalogue may be subject to a patent, trademark, registered design, copyright, topography right or other right of any person. Supplier owns full copyright in respect of any Catalogues whether published in paper or electronic form such as through the Internet. Notwithstanding any other term of these conditions any copyright material that forms part of the Goods purchased is retained and will not pass to the Customer.

15. Data Protection

- 15.1. Supplier may keep and use Customers personal details for the purpose of providing services to the Customer. The Supplier may disclose Customers name and address details to the relevant organisations when taking up trade references before opening a credit account.

16. Termination

- 16.1. Without prejudice to our rights under condition 10, we shall be entitled to terminate our trading relationship with you:
 - 16.1.1. immediately if you commit a material breach of any of these terms of sale or fail to pay any amount due on or before the due date for payment;
 - 16.1.2. immediately if you or your personnel subject our staff or anyone involved in our supply chain to any violence, physical, verbal, sexual or psychological harassment, bullying, abuse or threat, whether in person, on the phone or contained in any correspondence; or
 - 16.1.3. on 30 days prior written notice to you at any time.

17. Law and Jurisdiction

- 17.1. Any dispute or claim arising out of or in connection with our trading relationship with you or the formation of any contract we may have with you (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction over any disputes arising, unless your business is in Scotland, in which case such jurisdiction shall be non-exclusive.

18. General

- 18.1. We reserve the right to transfer to any person the right to receive payment of any money payable to us, and/or any of our other rights.

- 18.2. All copyright, patent, trade mark, trade secret, design rights, domain names and other proprietary and intellectual property rights whether registered or unregistered in the products, containers, returnable containers and equipment and information and knowhow which we may provide in relation to the products, containers, returnable containers and equipment ("Intellectual Property Rights") shall (as between you and us) remain vested in us. You shall not acquire any title in the Intellectual Property Rights relating to the products, containers, returnable containers or equipment. You may not copy or imitate the Intellectual Property Rights, products, containers, returnable containers or equipment or do or omit to do, or permit any third party to do or omit to do, anything which may damage such Intellectual Property Rights. Any goodwill arising from the use of such Intellectual Property Rights shall accrue to us.
- 18.3. You shall not be entitled to assign, re-sell, charge, encumber or otherwise transfer any of your rights or obligations under these terms of sale or any contract we may have with you, in whole or in part, without our prior consent and any attempt to do so will enable us to terminate our trading relationship with you without prejudice to our other rights and remedies.
- 18.4. Nothing in these terms of sale or any contract we may have with you is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

19. Amendments

- 19.1. We reserve the right to alter these terms of sale generally or for any particular class of products or customer. We will use our reasonable endeavours to give at least one week's notice of alteration.

20. Severance

- 20.1. If any provision or part-provision of these terms of sale or the terms of any contract we may have with you becomes invalid, illegal or unenforceable (in whole or in part) 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. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the remaining provisions (and/or the remainder of such provision).

21. Interpretation

- 21.1. In these terms of sale and in any contract we may have with you:
 - 21.1.1. (a) the singular includes the plural and vice versa;
 - 21.1.2. (b) any phrase introduced by the terms "including", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;



- 21.1.3. (c) any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 21.1.4. (d) references to statutes, any statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended, supplemented or re-enacted from time to time; and
- 21.1.5. (e) words and expressions which are defined in the Companies Act 2006 have the same meanings as are given to them in that Act.