

FRIZZENTI STANDARD TRADE TERMS AND CONDITIONS

The Customer's attention is drawn in particular to the provisions of clause 14.

1. Interpretation

1.1. In these Conditions, the following definitions apply:

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| Affiliate | any entity that directly or indirectly controls, is controlled by, or is under common control with another entity; |
| Agreement | the supply agreement including these Conditions, the Frizzenti Standard Equipment Terms and Conditions between Frizzenti and the Customer for the sale and purchase of the Products; |
| Business Day | a day (other than a Saturday or a Sunday) on which banks are open for business in London; |
| Conditions | the Frizzenti standard trade terms and conditions set out in this document; |
| Container | (a) all casks, kegs, pallets and cases, (b) any other container, designated as "returnable" and in which Products are supplied, and (c) gas cylinders; |
| Customer | the person, firm or company who purchases the Products from Frizzenti; |
| Deposit Equipment | a deposit payable in respect of a Container; equipment for the dispense of draught Products, such as fonts, dispense heads and taps; |
| Force Majeure Event Frizzenti | an event or circumstance beyond a party's reasonable control; Frizzenti UK Limited incorporated and registered in England and Wales with company number 08406177 whose registered office is at Pennant House 1-2 Napier Court Napier Road, Reading RG1 8BW; |
| Frizzenti Brands | any Product the trademarks and/or trade names of which are owned by Frizzenti or any of its Affiliates or licensors; |
| Intellectual Property Rights | patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; |
| Order | the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of Frizzenti's quotation, or overleaf, as the case may be; |
| POS Materials Products | point of sale or other branded promotional goods; and any products which Frizzenti agrees in the Agreement to supply to the Customer (including any of them or any part of them) but excluding any POS Materials and any Equipment. |
| Services | the installation of the Equipment and maintenance services as described in the Standard Equipment Terms and Conditions; |

2. Applicability of Terms

- Subject to any variation pursuant to clause 2.2, these Conditions apply to the Agreement to the exclusion of all other terms and conditions, including any which the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No terms endorsed on, delivered with or contained in the Customer's purchase order form, acceptance of Frizzenti's quotation, overleaf, or other document shall form part of the Agreement.
- The Order constitutes an offer by the Customer to purchase Products subject to these Conditions.
- Any variation of these Conditions or any representations about the Products must be agreed in writing and signed by an authorised representative of Frizzenti and none of Frizzenti's employees or agents has any authority to bind Frizzenti by an oral agreement at variance with these Conditions.
- The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Frizzenti which is not set out in the Agreement. The Customer further acknowledges that if it does rely on any untrue statement made by Frizzenti in entering into any Agreement, the Customer shall not have any remedy unless such statement was made fraudulently.

3. Orders

- All Products are offered for sale subject to availability. Orders shall be for the minimum quantities (in terms of volume and / or value) specified by Frizzenti from time to time. The Customer shall only order Products it is willing and able to pay for. The Customer shall be responsible for the accuracy of each of its orders.
- All Orders for Products placed by or on behalf of the Customer shall be deemed to have been placed by persons duly authorised by the Customer. By law, Frizzenti cannot sell or supply alcohol to anyone who isn't aged 18 or over. Any person placing an order confirms by doing so that they are at least 18 years old.
- No Order placed by the Customer shall be deemed to have been accepted by Frizzenti until a written acknowledgment is issued by Frizzenti or (if earlier) Frizzenti delivers the Products, at which point the Agreement shall come into existence. Frizzenti shall be entitled to reject orders for any reason.
- Acceptance of delivery of the Products shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- The Customer shall not be entitled to cancel, suspend or defer any delivery of Products after the order has been accepted.

4. Price

- Unless otherwise agreed by Frizzenti in writing, the purchase price for the Products shall be as set out in the applicable Frizzenti price list published on the date (or deemed date) of delivery.
- Any discount from Frizzenti's applicable list price that it offers to the Customer applies to Products that are ultimately supplied by the Customer to the premises it owns, manages or operates (Premises). The price payable by the Customer for any Product that is supplied by the Customer to any third party other than at the Premises (Other Purchasers) shall be Frizzenti's list price published on the date (or deemed date) of delivery. The Customer shall provide Frizzenti with a report upon request setting out the volume of the Products resold or supplied by the Customer and the number of stockists to whom it was resold / supplied, broken down by supplies to Premises and Other Purchasers.
- A quotation for the Products given by Frizzenti shall not constitute an offer and can be withdrawn by Frizzenti at any time.
- The price of the Products is exclusive of value added tax, and all costs or charges in relation to transport and insurance, all of which amounts the Customer shall pay, in addition, when it is due to pay for the Products.
- Frizzenti may invoice the Customer for the Products on or at any time after delivery (or deemed delivery).

5. Payment

- Unless Frizzenti otherwise agrees with the Customer in writing, payment for Products must be made in pounds sterling by direct debit within four weeks of delivery (or deemed delivery) and payments for Products may not be made by a third party on behalf of the Customer.
- Time for payment shall be of the essence. No payment shall be deemed to have been made until Frizzenti has received cleared funds.
- The Customer shall make all payments due under the Agreement in full without any deduction by way of set-off, counterclaim or otherwise. Frizzenti may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Frizzenti to the Customer.
- Frizzenti shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products may not have passed from Frizzenti.
- The Customer acknowledges that Frizzenti may, from time to time, have credit insurance in place to cover its indebtedness to Frizzenti for the Products purchased pursuant to the Agreement. Accordingly, the Customer agrees to provide Frizzenti with such information and assistance as it may reasonably require to ensure that such insurance remains in place and the Customer shall not do anything to jeopardise the availability of such insurance. In the event that such insurance is not available to Frizzenti for any reason, it reserves the right to vary the payment terms referred to in clause 5.1.
- Frizzenti reserves the right (without thereby incurring any liability to the Customer) to suspend all or any part of any supply and/or to require cash payment with order where the Customer's credit limit has been, or would by virtue of the supply of Products be, exceeded or where the Customer has failed to make full payment by the relevant payment date of any sums due to Frizzenti. The credit limit set shall be based on the most recent financial information available to Frizzenti and may be revised by it at any time at its sole discretion.
- The Customer is liable to pay to Frizzenti:
 - interest at the statutory rate together with a fixed sum by way of compensation for late payment each in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002) on a daily basis from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award in respect of the same);
 - any bank or other charges incurred by Frizzenti as a result of late payment by the Customer or in recovering any sums due but not paid under the Agreement, including in respect of cheques, direct debits and the like which are returned or not met either at first or at all
 - appropriate any payment made by the Customer to Frizzenti to such of the Products as Frizzenti thinks fit despite any purported appropriation by the Customer;
 - withhold payment to the Customer of any agreed marketing budgets, overrides, rebates or discounts and to recover marketing budgets, overrides, rebates and discounts already paid to the Customer, if it is in breach of the Agreement.

6. Delivery

- Delivery shall take place at the Premises agreed by Frizzenti (Delivery Location). The Customer shall ensure that any of its Premises to which the Products are to be delivered are compliant with all relevant health and safety legislation and codes of practice (Compliant). If any such premises are not Compliant, then Frizzenti shall be entitled to suspend deliveries until they are Compliant, without liability.
- Any dates specified by Frizzenti for delivery of the Products are approximate only and time of delivery is not of the essence. If no dates are so specified, delivery shall be within a reasonable time. Delivery of the Products shall be accepted at any time of day and shall be completed upon arrival of the Products at the Delivery Location (Delivery).
- Frizzenti shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide Frizzenti with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- On delivery or collection of any Products or Containers, the Customer shall, if required, sign an acknowledgement of receipt (such as a delivery note or handheld terminal), which may include signature by electronic means. Any such signature shall be deemed to carry the requisite authority of the Customer and shall, between Frizzenti and the Customer, be conclusive proof of delivery or collection (as the case may be).
- If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or Frizzenti is unable to deliver the Products on time because of any act or omission of the Customer (such as it not providing appropriate instructions, documents, licences or authorisations) risk in the Products shall pass to the Customer, the Products shall be deemed to have been delivered and Frizzenti may store the Products until actual delivery and the Customer shall be liable for all related costs and expenses (including storage and insurance).
- If Frizzenti delivers to the Customer a quantity of Products of up to 5% more or less than the quantity due, the Customer shall not be entitled to object to or reject the Products or any of them by reason of the surplus or shortfall and shall pay for such Products at the pro rata Agreement rate.
- Frizzenti may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Agreement. Each instalment shall be a separate Agreement and no cancellation or termination of any one Agreement relating to an instalment shall entitle the Customer to repudiate or cancel any other Agreement or instalment.
- Frizzenti accepts no liability for loss or damage to Products in transit unless the Customer:
 - at the time of delivery, examines the Products as delivered and retains for inspection all packaging material;
 - endorses any delivery document with details of any obvious loss or damage; and
 - notifies Frizzenti and, when applicable, any independent carrier, in writing of any claim for any loss or damage before the expiry of the third day after delivery.
- Frizzenti accepts no liability for damage to property (other than Products) caused by a delivery of the Products unless the Customer notifies Frizzenti and, when applicable, any independent carrier, in writing of any claim for any loss or damage within 24 hours of the delivery.

7. Title and Risk

- Where the Products are delivered using vehicles owned or hired by Frizzenti risk in the Products shall pass to the Customer upon delivery at the Delivery Location. Where delivery is effected by a third party, risk shall pass when the Products are handed over to the relevant carrier.
- Ownership of the Products shall not pass to the Customer until Frizzenti has received in full (in cash or cleared funds) all sums due to it in respect of the Products, and all other sums which are or which become due to Frizzenti from the Customer on any account.
- Until ownership of the Products has passed to the Customer, the Customer must:
 - hold the Products on a fiduciary basis as Frizzenti's bailee;
 - store the Products separately from all other products of the Customer or any third party in such a way that they remain readily identifiable as Frizzenti's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - maintain the Products in satisfactory condition and keep them insured against all risks for their full price from Delivery. On request, the Customer shall produce the policy of insurance to Frizzenti; and

- 7.3.5. not mortgage, encumber or part with possession of the Products or allow any lien or encumbrance to arise over them but the Customer may resell the Products in the ordinary course of its business.
- 7.4. Provided that the relevant Products have not been resold and without limiting any other right or remedy Frizzenti may have, if any of the events listed in clause 15.2 occurs, or Frizzenti reasonably believes that any such event is about to occur, before title to the Products has passed to the Customer, Frizzenti may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of Customer or of any third party where the relevant Products are stored in order to recover them.
- 8. Intellectual Property Rights**
- 8.1. All Intellectual Property Rights in or arising out of or in connection with the Frizzenti Brands, the Products, the Equipment and the Services shall be owned by Frizzenti and/or its licensors (**Frizzenti IPR**).
- 8.2. Frizzenti grants to the Customer, or shall procure the direct grant to the Customer of, a non-exclusive licence during the Term to use the Frizzenti IPR to onsell the Products subject to the terms of this Agreement.
- 8.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 8.2.
- 8.4. The Customer grants Frizzenti a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the Term for the purpose of providing the Services to the Customer.
- 9. Confidentiality**
- 9.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.
- 9.2. Each party may disclose the other party's confidential information:
- 9.2.1. to its Affiliates, employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its Affiliates, employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
- 9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.
- 10. Storage, Handling and Quality Standards**
- 10.1. Frizzenti shall ensure that the Products are properly packed and secured in such manner as to enable them to reach the Delivery Location in good condition.
- 10.2. Frizzenti shall obtain all licences, permissions, authorisations, consents and permits needed to supply the Products in accordance with the Agreement, and shall comply with all applicable laws relating to the supply and delivery of the Products.
- 10.3. Frizzenti warrants that the Products supplied to the Customer under the Agreement shall, on Delivery:
- 10.3.1. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and, where the Products are beverages, fit for human consumption; and
- 10.3.2. comply with all applicable statutory and regulatory requirements.
- 10.4. The Customer shall store and onsell the Products supplied to it under the Agreement in accordance with all applicable generally accepted industry standards and practices, statutory and regulatory requirements, and any requirements reasonably specified by Frizzenti, relating to the quality, storage, refrigeration, handling, delivery, dispense and sale of the Products, including:
- 10.4.1. storing the Products indoors in a dry, ventilated, clean room and at moderate temperatures, and ensuring that the Products do not freeze at any time. Cask Products must be stored in a chilled cellar capable of maintaining a temperature of 11 - 13 degrees centigrade;
- 10.4.2. sheltering the Products from excessive light or ultra violet rays and removing any protection films as late as possible;
- 10.4.3. ensuring traceability of the Products and rotating the Products so that the oldest are sold first. No credit shall be given for out of date Products nor shall they be exchanged;
- 10.4.4. ordering keg and Products in container sizes which ensure the contents are consumed within 10 (sparkling) or 60 (still wine) days of being placed on dispense;
- 10.4.5. cleaning and disinfecting Equipment weekly and in accordance with good cleaning practices and maintaining the cellar in a clean and tidy condition;
- 10.4.6. testing the brightness, taste and foam head of each Product dispensed on draught after cleaning of the relevant Equipment and prior to recommencing dispense of the Product;
- 10.4.7. adhering to the Portman Group's Code of Practice on the Naming, Packaging and Promotion of Alcoholic Drinks;
- 10.4.8. immediately removing any defective (or allegedly defective) Product from sale; and
- 10.4.9. sampling all keg and cask Products before they are placed on sale - all cask Products should be sampled from the cask and all keg Products should be connected and sampled at the tap.
- 10.5. The Customer shall ensure that all draught Frizzenti Brands are served only through or by means of Equipment supplied by or on behalf of Frizzenti or approved in writing by Frizzenti prior to use. Unless otherwise approved by Frizzenti in writing, Equipment supplied by Frizzenti shall not be used for the dispense of products other than Frizzenti Brands supplied directly by Frizzenti.
- 10.6. The Customer shall obtain and maintain in force all licences, permissions, authorisations, consents and permits needed to store, handle, deliver, dispense and onsell the Products.
- 11. Ullage, Acceptance and Defective Products**
- 11.1. The Customer may reject any Products delivered to it that do not comply with clause 10.3 in any material respect, provided that notice of rejection is given to Frizzenti:
- 11.1.1. in the case of a defect that is apparent on normal visual inspection, on Delivery;
- 11.1.2. in the case of a latent defect, within 3 days of the latent defect having become apparent.
- 11.2. If the Customer fails to give notice of rejection in accordance with clause 11.1, it shall be deemed to have accepted such Products. Any notice of rejection must include such details regarding the Product as Frizzenti may reasonably require including (where applicable) the best before date, the reason for the rejection, the estimated volume remaining in the container, the Julian code and the brew number.
- 11.3. Subject to clause 11.5, if the Customer rejects Products under clause 11.1, then Frizzenti shall (at its option) either replace the rejected Products or repay the price of them in full; and Frizzenti shall collect the rejected Products from the Customer's premises.
- 11.4. Once Frizzenti has complied with its obligations under clause 11.3, it shall have no further liability to the Customer in respect of the rejected Products' failure to comply with clause 10.3. The terms of the Agreement shall apply to any replacement Products supplied by Frizzenti.
- 11.5. Frizzenti shall have no liability in respect of any Product that does not comply with clause 10.3 unless:
- 11.5.1. in respect of a keg or cask Product, less than 3 gallons have been dispensed from the container at the time it is collected by Frizzenti (regardless of its size) and the keg extractor has not been tampered with;
- 11.5.2. the issue with the Product is reported to Frizzenti before the expiry of the best before date applicable to that Product;
- 11.5.3. the Product has not been adulterated in any way;
- 11.5.4. the Customer has complied with its obligations under clause 10.4; and
- 11.5.5. in respect of a keg or cask Product, the best before label and container label have not been removed or defaced in any way. If a keg or cask is delivered without a best before label or container label, the Customer must immediately notify Frizzenti and the keg or cask should not be broached.
- 12. Technical Services**
- Where Frizzenti supplies any Equipment, or related installation, maintenance or support services to the Customer, these terms shall not apply in relation to such supplies, and the Customer agrees that such supplies shall instead be governed exclusively by Frizzenti's Standard Equipment Terms and Conditions, the current version of which is available at www.frizzenti.com/termsandconditions.
- 13. POS Materials**
- Where Frizzenti supplies any POS Materials to the Customer, these shall be supplied on a free on loan basis but will be chargeable at replacement cost in the event that the Supply Agreement is terminated by either party for any reason.
- 14. Limitation of Liability**
- 14.1. This clause 14 (together with clause 9 (Liability) of the Frizzenti Standard Equipment Terms and Conditions) sets out the entire financial liability of Frizzenti (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of any breach of the Agreement, and any representation, statement or tortious act or omission (including negligence), arising under or in connection with the Agreement.
- 14.2. Nothing in the Agreement shall limit or exclude the liability of Frizzenti for:
- 14.2.1. fraud, fraudulent misrepresentation, or death or personal injury resulting from its negligence or that of its employees;
- 14.2.2. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or of section 2 of the Consumer Protection Act 1987.
- 14.3. Subject to clause 14.2, Frizzenti shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any
- 14.3.1. loss of profit;
- 14.3.2. loss of or damage to goodwill;
- 14.3.3. loss of sales or business;
- 14.3.4. loss of business opportunity;
- 14.3.5. loss of agreements or contracts;
- 14.3.6. loss of revenue or anticipated saving;
- 14.3.7. loss or corruption of data or information, or for
- 14.3.8. any special, indirect or consequential damage or loss suffered by the Customer that arises under or in connection with the Agreement.
- Each of the sub-clauses 14.3.1 to 14.3.8 shall be deemed to be independent of the others.
- 14.4. Subject to clause 14.2, Frizzenti total liability arising under or in connection with the Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the invoiced value of the Products delivered in the consignment in relation to which the claim arises.
- 14.5. Subject to clause 14.2, Frizzenti shall not be liable to any purchaser of the Products from the Customer in respect of any claim whatsoever.
- 14.6. The Customer shall, in relation to any loss or damage that may give rise to a claim under the Agreement against Frizzenti, take all reasonable steps to avoid or mitigate that loss or damage, including by pursuing any relevant third party, or claiming under any relevant insurance policy in respect of the loss or damage.
- 15. Termination**
- 15.1. If any of the events listed in clause 15.2 occurs or Frizzenti reasonably believes that any such event is about to occur and notifies the Customer accordingly then, without limiting any other right or remedy available to Frizzenti, Frizzenti may cancel or suspend all further deliveries under the Agreement or any other contract between the Customer and Frizzenti without incurring any liability to the Customer, and all outstanding sums in respect of Products delivered to the Customer shall become immediately payable.
- 15.2. The events referred to in clauses 7.4 and 15.1 are:
- 15.2.1. the agreement between Frizzenti and the supplier of the Products is terminated;
- 15.2.2. the Customer fails to observe or perform any of its obligations or duties under the Agreement or any other contract between Frizzenti and the Customer;
- 15.2.3. a petition is presented, or a meeting is convened for the purpose of considering a resolution or other steps are taken by any person with a view to the appointment of an administrator (whether out of court or otherwise) against or for the winding up of the Customer or an administration order or a winding up order is made against or a provisional liquidator appointed with respect to the Customer;
- 15.2.4. an encumbrancer takes possession of, or a trustee or administrative receiver or similar officer is appointed in respect of, all or any part of the business or assets of the Customer, or distress or any form of execution is levied or enforced upon or sued out against any of those assets and is not discharged within 7 days of being levied, enforced or sued out;
- 15.2.5. the Customer is unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, or the Customer suspends, threatens to suspend, ceases, or threatens to cease (i) carrying on all or substantially the whole of its business; or (ii) making payments with respect to all or any class of its debts;
- 15.2.6. any voluntary arrangement is proposed in respect of the Customer or the Customer proposes or makes any composition or arrangement with, or any assignment for the benefit of, its creditors;
- 15.2.7. the Customer (being an individual) dies or becomes in Frizzenti's opinion, incapable of managing his or her affairs, or is the subject of a bankruptcy petition or order;
- 15.2.8. any event occurs which Frizzenti determines may have an adverse effect on the Customer's financial condition, business or ability to perform its obligations under the Agreement.
- 15.3. The termination of the Agreement howsoever arising shall be without prejudice to the rights and duties of either the Customer or Frizzenti accrued prior to termination.
- 16. Non-circumvention**
- 16.1. During the term of this Agreement, the Customer shall not, without the written consent of Frizzenti, directly or indirectly contact or respond to any approach from the manufacturer or supplier of the Products.
- 16.2. The Customer agrees that it shall not in any manner whatsoever enter into an agreement relating to the commercialisation (including distribution) of the Products other than (i) in conjunction with Frizzenti or (ii) with the prior written consent of Frizzenti.
- 16.3. The Customer shall not in any manner, directly or indirectly attempt to circumvent the operation of

- this Agreement.
- 16.4. The Customer acknowledges that Frizzenti would not provide any of the confidential information to the Customer without compliance by the Customer with each and every term and condition of this Agreement.
- 16.5. The Customer shall ensure that its Affiliates, employees, officers, representatives, subcontractors or advisers comply with all the obligations of the Customer in this Agreement.
- 17. Force Majeure**
Frizzenti shall not be liable or be deemed to be in breach of contract for any failure or delay in performance of its obligations to the Customer under the Agreement as a result of causes beyond Frizzenti's reasonable control, including (but not limited to) strikes, lock outs, trade disputes, adverse weather conditions, default of suppliers or sub-contractors, failure of energy sources or transport networks, breakdown of plant or equipment, or inability or delay in obtaining supplies of adequate or suitable materials.
- 18. Business Ethics**
- 18.1. In connection with the Agreement, the Customer shall, and shall procure that its officers, directors, employees, or any other party acting on its behalf (including without limitation, subcontractors or agents) shall comply with all applicable foreign and domestic laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption as amended from time to time including but not limited to the Bribery Act 2010 (Anti-Corruption Laws).
- 18.2. The Customer agrees to keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with the Agreement and shall make all such books and records available to Frizzenti's representatives on request. The Customer shall indemnify and hold harmless Frizzenti from and against all claims, actions, proceedings, suits, investigations, penalties and fines of any kind resulting from any breach of this Condition, which shall survive any termination or expiry of the Agreement.
- 19. Information and Money Laundering**
- 19.1. By placing an order, the Customer confirms that it is acting in the course of its business and requires the Products for business purposes.
- 19.2. The Customer agrees that any information relating to Frizzenti, or the existence, terms and contents of the Agreement, is confidential and may only be disclosed to a third party with Frizzenti's prior written consent.
- 19.3. The Customer is responsible for notifying Frizzenti of all relevant account numbers relating to its orders, and of any change of address or other relevant details.
- 19.4. The Customer agrees that Frizzenti may use or disclose to a third party personal data it collects from the Customer, or which the Customer provides to it, in order to fulfil its obligations to the Customer under the Agreement.
- 19.5. The Customer shall provide Frizzenti with such information and assistance as it reasonably requires to enable Frizzenti to comply with legislation and regulations designed to combat the laundering of the proceeds of crime, and to ensure compliance Frizzenti reserves the right to refuse to accept cash payments.
- 20. Entire Agreement**
- 20.1. This Agreement 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.
- 20.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 21. Notices**
- 21.1. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- 21.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 21.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 21.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 22. Miscellaneous**
- 22.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law, and the parties submit to the exclusive jurisdiction of the English Courts with regard to any such dispute or claim.
- 22.2. Frizzenti may assign, novate or sub-contract the Agreement or any part of it to any person, firm or company. The Customer shall not be entitled to assign or novate the Agreement or any part of it without the prior written consent of Frizzenti.
- 22.3. Each right or remedy of Frizzenti under the Agreement is without prejudice to any other right or remedy of Frizzenti whether under the Agreement or not.
- 22.4. If any provision or part-provision of the Agreement is or becomes invalid, illegal 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. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 22.5. Failure or delay by Frizzenti in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement. Any waiver by Frizzenti of any breach of, or any default under, any provision of the Agreement by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.
- 22.6. No provisions of the Agreement are intended to create any rights or benefit enforceable by third parties against Frizzenti or the Customer under the Agreements (Rights of Third Parties) Act 1999.