

**W. Potter & Sons (Poultry) Limited**

**TERMS AND CONDITIONS OF SALE OF GOODS**

**1 DEFINITIONS**

In any contract to which these terms of business apply (“the Terms”)

- “The Company” means W. Potter & Sons (Poultry) Limited (sometimes also trading as Potters Poultry and/or Potters).
- “Contract” means any contract between the Company and the Customer for the purchase and sale of the Goods upon the terms of the Order and confirmed in the Company’s Contract Details Form (“Contract Details”) and incorporating these Terms.
- “the Customer” means the person firm or company who accepts a quotation of the Company or whose order is accepted by the Company for the sale of the Goods.
- “Equipment” means feeders, nests, ventilation systems, lighting systems, slats, equipment controls and complete poultry systems.
- “the Goods” means the goods including Equipment, livestock and pullets, which the Company agrees to supply in accordance with these Terms.
- “Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- “Order” means any order of the Customer which is accepted by the Company.
- “Services” means any and all services which the Company agrees to provide to the Customer in accordance with these Terms including but not limited to the installation of Equipment and the provision of advice and recommendations provided always that such advice or recommendations are confirmed in Writing in accordance with the provisions of Term 2.5.
- “Terms” means these Terms of Sale and includes any special terms agreed in Writing between the Company and the Customer.
- “Working Day” means any day excluding Saturdays, Sundays and bank holidays in England and Wales.
- “Writing” means letter, fax transmission or electronic mail.

## **2 BASIS OF CONTRACT**

- 2.1 The Company shall sell and the Customer shall purchase the Goods and Services in accordance with any order of the Customer which is accepted by the Company subject to these Terms which shall govern the Contract to the exclusion of any other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation order, specification or other document.
- 2.2 No variation of these Terms shall be binding unless agreed in Writing between the authorised representatives of the Company and the Customer.
- 2.3 Only an authorised representative of the Company may make representations on behalf of the Company in respect of matters to which the Contract relates, and such representations must be written to bind the Company. No other person is authorised by the Company to make representations on its behalf. Any other representation made by or on behalf of the Company prior to the date of the Contract is withdrawn.
- 2.4 The quantity and description of the Goods or Services shall be those set out in the Order and the Contract Details
- 2.5 Any advice or recommendation given by the Company or its employees to the Customer or its employees or agents including as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk and, accordingly and subject always to Term 9 the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.6 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any Order submitted by the Customer and for giving the Company any necessary information relating to the Goods or Services within a sufficient time to enable the Company to perform the Contract in accordance with the Terms.
- 2.7 Any typographical, clerical or other omission in any sales literature, quotation, price list, acceptance of Order, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.8 No Order shall be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- 2.9 The Company reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory or EC requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 2.10 At any time after payment of the deposit the Customer is entitled to inspect any poultry which has been allocated to the Contract, during business hours and by prior appointment and subject always to the Customer's compliance with the Company's biosecurity policy, a copy of which is available on request.
- 2.11 At any time after payment of the deposit the Customer is entitled to arrange for a suitably qualified veterinary surgeon to inspect the poultry allocated to the Contract for the purpose of determining their health at any time before delivery, during business hours and by prior

appointment and subject always to the Customer's compliance with the Company's biosecurity policy, a copy of which is available on request.

- 2.12 Notwithstanding that a sample of the Goods be exhibited to and inspected by the Customer, such sample is so exhibited or inspected solely to enable the Customer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample. The Customer shall take the Goods at its own risk as to their corresponding with the said sample, and subject to the normal variation between the bulk and sample accepted by the trade.
- 2.13 Without prejudice to the generality of the foregoing any particular purpose for which the Customer proposes to use the Goods shall be deemed not to be known by or have been made known to the Company unless specifically recorded in a schedule signed by one of the Company's authorised representatives. The Customer hereby acknowledges that any purpose stated in such schedule shall be deemed to have been specified by the Customer
- 2.14 The Company shall not be liable for any variations in the quantities or specifications of any Goods or substitution of any materials, so long as the variation or substitution does not materially affect the characteristics of the Goods or make the Goods unsuitable for any purpose the Customer has made to the Company and the substituted materials are of a quality equal or superior to those originally specified.
- 2.15 The Company reserves the right to subcontract the fulfilment of any Order or any part thereof.

### **3 TERMS APPLICABLE TO POULTRY ONLY**

- 3.1 Save as is mentioned in this Term in relation to death or injury in transit and sex guarantee, the Company makes no representation and gives no warranty as to the health and fitness of any poultry sold under the Contract and in particular as to freedom from diseases and infections including without limitation Salmonella and Marek's Disease, or as to their potential in terms of laying any particular quantity or quality of eggs.

#### **3.2 Death or injury in Transit**

If the Company is satisfied (following its inspection if required) that any poultry sold to the Customer died or suffered injury in transit to the Customer's premises and the Customer notifies the Company in Writing not later than 24 hours after the time when the poultry are received by the Customer, the Company will either credit the Customer with the invoice price of the dead or injured poultry or replace them with poultry of a similar age as soon as practicable.

#### **3.3 Vaccines**

The Company will at the request of the Customer vaccinate the birds against any such diseases as the Customer reasonably requests or the Company reasonably considers appropriate and will use accepted practices and techniques and an appropriate vaccine or serum. Subject to the foregoing no liability is accepted by the Company in respect of the administration of such vaccine, its effect, or any other matter relative thereto, or in respect of any loss whether consequential or otherwise which may occur directly or indirectly as a result of such vaccination.

#### **3.4 Beak Trimming**

Where the Contract provides for the beak trimming of poultry the Company will prior to delivery carry out the same using accepted practices and techniques. No liability can be

accepted by the Company in respect of any loss whether consequential or otherwise which may occur directly or indirectly as a result of such beak trimming.

#### **4 PRICES AND PAYMENT**

- 4.1 The price of the Goods shall be the price stated in the Contract Details. In the event that full payment of all sums due under the Contract are paid within the time period set out in the Contract Details a discount as set out in the Contract Details shall apply.
- 4.2 In accordance with industry practice the Company is entitled to increase or decrease the price of poultry set out in the Contract Details by 6.0 pence per each increase or decrease of £10.00 per tonne of food. The Company will notify the Customer upon request of the current price per tonne of food at any time after receipt of the Customer's Order.
- 4.3 All of the Company's quotations and prices are based on the current cost to the Company of chicks, vaccine, stock, food, labour, services and transport and if between the date of the Contract and the date of delivery any increase in such costs shall occur the Company shall be entitled to add to the price such sum as may be necessary to cover the amount of such increase and shall give written notice of such increase to the Customer.
- 4.4 The Customer will pay any deposit specified in the Contract Details immediately on receipt of the Contract Details. The amount of the deposit shall be deducted from the amount due from the Customer to the Company as stated on the Company's invoice(s).
- 4.5 The Company is entitled to invoice the Customer on or at any time after delivery of any instalment of the Goods or commencement of the Services, notwithstanding that:
- 4.5.1 the Customer may have failed to take delivery of the Goods after the Company has notified the Customer that the Goods are ready for collection; or
- 4.5.2 the Company is unable to deliver the Goods to the Customer at an agreed time and place of delivery, where this is not the Company's fault.
- 4.6 Unless otherwise agreed between the Company and the Customer in Writing the Company's invoices are due for payment within 28 days of the invoice date. The time for payment shall be of the essence of this contract. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 4.6.1 cancel any other Contract or suspend any further deliveries of the Goods to the Customer, and in the event of such cancellation the Customer shall be liable to the Company for any expense, loss or damage suffered by the Company as a result;
- 4.6.2 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above the official dealing rate of the Bank of England from time to time from the invoice date, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);
- 4.6.3 charge the Customer all legal and other costs incurred in the recovery of debts and any bank charges due to cheques offered in payment which are dishonoured.
- 4.7 The Company may apply all or any part of any sum owing by the Company to the Customer in relation to any matter whatsoever in or towards payment of any sum owing to the Company hereunder.

## **5 DELIVERY AND PERFORMANCE**

- 5.1 Delivery of the Goods shall be deemed to have taken place:
- 5.1.1 if the Goods are to be transported by the Company when the Goods are physically delivered to the Customer's address or such other place as the Customer may reasonably nominate; or
  - 5.1.2 if the Goods are not to be transported by the Company when notification has been given by the Company to the Customer that the Goods are ready for collection; or
  - 5.1.3 if the Goods are transported by an independent carrier when the Goods are collected from the Company by such carrier;

AND in any such case delivery shall be deemed to have taken place irrespective of whether or not the Goods are signed for or otherwise acknowledged for by or on behalf of the Customer. Where goods are supplied for export Term 10 shall apply.

- 5.2 The method and route of despatch of the Goods shall be selected by the Company.
- 5.3 Any dates given in the Contract for despatch or delivery of the Goods or performance of the Services shall constitute estimates of expectation only and shall not be binding and the Company shall not be liable for any delay in delivery of the Goods or performance of the Services howsoever caused. Time for delivery of the Goods or performance of the Services shall not be of the essence unless previously agreed by the Company in Writing. The Goods may be delivered or the Services may be performed by the Company in advance of the quoted delivery or performance dates upon giving reasonable notice to the Customer.
- 5.4 If the Company cannot deliver the Customer's Goods (due to the Customer's default) the Company will contact the Customer for instructions. If the Customer does not give the Company instructions the Company will give the Customer 24 hours' notice that the Company intends to sell all or some of the Customer's Goods to recover any money the Customer owes the Company. If the proceeds of sale are greater than the amount the Customer owes the Company (if any) the Company will pay the Customer the excess amount after taking off the cost of selling the Goods. If the proceeds of sale are insufficient to satisfy the Customer's debt to the Company, the Company will seek to recover the outstanding debt from the Customer.
- 5.5 In the event that the Customer terminates a Contract relating to the sale of poultry at any time before delivery of the poultry then the Company will endeavour to sell the poultry allocated to the Contract to a third party. Poultry which is 16 weeks old or more tends to decrease in value. In the event that the Company fails to find a purchaser within either (i) 4 weeks of the date of the Customer's cancellation; or (ii) the date upon which the poultry allocated to the Contract reaches the age of 16 weeks (whichever is earliest) then the Company shall be entitled to arrange for the destruction of that poultry. The Customer will be responsible for any shortfall in the sale price of the poultry (if any) together with the Company's costs incurred in feeding the poultry from the date of the Customer's cancellation until the sale. In the event that the poultry are destroyed then the Customer will be responsible for the costs of destruction together with the Company's costs incurred in feeding the poultry up to that time.

## **6 RISK**

- 6.1 Risk in the Goods shall pass to the Customer forthwith upon delivery to the Customer in accordance with Term 5 and the Customer shall be liable to insure the same in the amount of the price at which the Goods are sold to the Customer against all insurable risks and shall pay

all sums due under the Contract whether or not the Goods are lost destroyed damaged or stolen.

- 6.2 If the Goods are destroyed by an insured risk prior to the same being paid for the Customer shall receive the proceeds of any such insurance as trustee for the Company.

## **7 PROPERTY**

- 7.1 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and of all other sums then due and payable by the Customer to the Company.

- 7.2 Until the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time (or, if earlier, up to the time that an event occurs which causes Term 15 to apply) the Company shall be entitled to resell or use the Goods in the ordinary course of its business.

- 7.3 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods, at the Customer's expense.

- 7.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all moneys owed by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

- 7.5 In the case of sales of Goods in Scotland the words "and of all other sums then due and payable by the Customer to the Company" in Term 7.1 shall be deleted.

## **8 INSTRUCTIONS**

The Customer shall only use the Goods in accordance with any instructions supplied with the Goods by the Company and/or the manufacturer of the Goods and in particular but without prejudice to the generality of the foregoing shall:

- 8.1 always read the label and/or management guides before using the Goods;
- 8.2 if there is any conflict between the instructions supplied by the Company and those supplied by the manufacturer of the Goods, not use the Goods until such conflict has been resolved;
- 8.3 if the application or use of the Goods is delayed beyond the last time listed on the Company's and/or the manufacturer's instructions, not use or apply the Goods unless or until the Customer has confirmed with the Company that it is safe to do so; and
- 8.4 always use or apply the Goods only under the optimum conditions specified in the Company's and/or manufacturer's instructions.

## **9 WARRANTY AND LIABILITY**

- 9.1 The Company's warranties under Term 3 shall be in lieu of any warranties or conditions whether express or implied by statute common law or otherwise which warranties and conditions are hereby expressly excluded.
- 9.2 WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, NOTHING HEREIN CONTAINED SHALL OPERATE TO EXCLUDE ANY WARRANTY OR CONDITION IMPLIED BY STATUTE IN THE EVENT OF THE CUSTOMER DEALING AS A CONSUMER AS DEFINED BY SECTION 12 OF THE UNFAIR CONTRACT TERMS ACT 1977. IN SUCH A CASE THE CUSTOMER'S STATUTORY RIGHTS ARE UNAFFECTED BY THESE TERMS AND CONDITIONS.
- 9.3 Subject always to Term 3 the Company warrants that:
- 9.3.1 the Goods shall at the time of delivery be of satisfactory quality within the meaning of the Sale of Goods Act 1970; and
- 9.3.2 the Services shall be performed with reasonable care and skill.
- 9.4 Subject always to Term 3 the Company guarantees to the Customer that where any valid claim in respect of any of the Goods or Services performed by the Company (subject to Term 2.5 above) which is based on:
- 9.4.1 any defect in the quality or condition of the Goods; or
- 9.4.2 the failure of the Goods to meet specification; or
- 9.4.3 incomplete or non-delivery of the Goods; or
- 9.4.4 incomplete or non-performance of the Services; or
- 9.4.5 negligent performance of the Services
- is notified to the Company in accordance with these Terms, the Company shall:
- a) in the case of Goods, at its option either
- i replace or where possible repair the Goods or the part thereof in question free of charge; or
- ii refund to the Customer the price of the Goods or the part thereof in question,; and
- b) in the case of Services at its option:
- i make resources available to investigate the error or defect and endeavour to rectify the defect; or
- ii refund to the Customer the price of the Services or the part thereof in question,
- but subject to the rest of Term 9 the Company shall have no further liability to the Customer
- 9.5 The above guarantee is given by the Company subject to the following conditions:

- 9.5.1 the Company shall be under no liability in respect of any defect arising from adverse weather conditions, fair wear and tear, wilful damage, negligence of the Customer or his servants or agents, abnormal working conditions, poor storage, poor husbandry, failure to follow the Company's and/or the manufacturer's instructions (whether oral or in Writing), use or application of the Goods after any stipulated expiry date, accident, repair or alteration of the Goods not effected by the Company (including the attachment or connection to the Goods or any devices or accessories other than those distributed or officially recommended by the Company) or the use in the operation of the Goods of incorrect electricity supply voltage, contaminated water supply or unsuitable chemicals or the misuse or mistreatment of the Goods without the Company's approval;
- 9.5.2 any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the terms of the Contract shall (whether or not delivery is refused by the Customer) be notified to the Company within the following time limits, **which the Customer and the Company agree afford the Customer a reasonable opportunity for examining the Goods** (time for notification in each of the following Terms being of the essence of the Contract):
- a) where the defect or failure was apparent on reasonable inspection, as soon as possible and in any event within 3 (three) working Days after delivery;
  - b) when the defect or failure was not apparent on reasonable inspection, as soon as possible and in any event within 3 (three) Working Days after discovery of the defect or failure provided that such notice shall be given within the shorter of any reasonable period specified in the manufacturer's warranty provided that such warranty period has been brought to the Customer's attention and 12 (twelve) months after delivery.
- 9.5.3 any claim by the Customer that any Goods have been delivered damaged or are not of the correct quantity shall be notified by the Customer to the Company as soon as possible and in any event not later than the end of the next Working day after their delivery.
- 9.5.4 any claim by the Customer which is based on incomplete performance, non-performance or negligent performance of the Services shall be notified to the Company as soon as possible and in any event within the earlier of 3 (three) months of the date the Customer became aware of the circumstances giving rise to the claim or the date when the Customer ought reasonably to have become so aware.
- 9.5.5 the Customer shall pay to the Company the reasonable cost (as certified by the Company) of any examination of such Goods as a result of which the Company shall not be liable under the terms hereof.
- 9.5.6 in the event that the Customer shall agree with the Company that the Customer will provide the labour necessary to carry out such repair replacement or renewal, then the Customer shall be entitled to be paid for the said rate at a rate not exceeding the Company's current labour rate.
- 9.5.7 the provisions of Term 10.4 shall apply in the case of export sales.
- 9.5.8 notwithstanding Term 17.1 notice under this Term may be made by telephone but shall in any event be confirmed in Writing within 7 days.

- 9.6 If delivery is not refused, and the Customer does not notify the Company in accordance with these Terms, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 9.7 Except where the Customer deals as a consumer, the Company's liability under this Term 9 shall be to the exclusion of all other liability to the Customer whether contractual, tortious or otherwise for defects in the Goods or in the performance of the Services or for any loss or damage to or caused by the Goods or arising out of the performance of the Services, and except in each case where the Customer deals as a Consumer:
- 9.7.1 all other conditions, warranties, stipulations, representations or other statements whatsoever concerning the Goods or Services, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded to the fullest extent permitted by law; in particular (but without limitation of the foregoing) the Company grants no warranties or conditions regarding the fitness for purpose, performance, use, nature or merchantable or satisfactory quality of the Goods, whether express or implied, by statute, at common law or otherwise howsoever; and
- 9.7.2 save in respect of death or personal injury resulting from the negligence of the Company in no circumstances shall the Company be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any loss of profit, business, contracts, revenue, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.
- 9.8 The Customer shall employ all due care and diligence in the handling, storage and sale of the Goods sold by this Contract and shall indemnify the Company against any damages, loss, expense or costs suffered by the Company arising from a claim made against the Company by any third party in connection with such Goods.

## **10 EXPORT TERMS**

- 10.1 Where Goods are supplied for export from the United Kingdom, the provisions of this Term 10 shall (subject to any special terms agreed in Writing between the Customer and the Company) apply notwithstanding any other provision of these Terms.
- 10.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties or taxes thereon.
- 10.3 Unless otherwise agreed in Writing between the Customer and the Company, the Goods shall be collected by the Customer and the Customer shall be responsible for the cost of carriage and insurance.
- 10.4 The Customer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 10.5 Payment of all amounts due to the Company shall be made before shipment from the Company.

**11 FORCE MAJEURE**

The Company shall be under no liability to the Customer in the event that the Company's performance of the Contract is wholly or partially affected by any restriction imposed by a government or other competent authority, strike, lock out, or other action taken by employees in contemplation or furtherance of a dispute, or failure in the Company's anticipated supplies or materials or by any other cause whatsoever which is beyond the Company's reasonable control.

**12 INTELLECTUAL PROPERTY**

The Company's Intellectual Property Rights in and relating to the Goods shall remain the exclusive property of the Company, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

**13 INDEMNITY**

The Customer shall indemnify the Company in respect of all loss or damage suffered by any person, company or property and against all actions, claims, demands, costs, charges or expenses in connection herewith for which the Company may become liable in respect of the Goods.

**14 ASSIGNMENT**

- 14.1 The Company may assign the Contract or any part of it to any person, firm or supplier.
- 14.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

**15 TERMINATION**

- 15.1 This Term applies if:
  - 15.1.1 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
  - 15.1.2 an encumbrancer takes possession or a receiver, administrator receiver or administrator is appointed of any of the property or assets of the Customer; or
  - 15.1.3 the Customer ceases or threatens to cease to carry on business; or
  - 15.1.4 the Customer (being a natural person) dies; or
  - 15.1.5 the Company reasonably apprehends, for example as a result of information obtained from a search at Companies House or at a credit reference agency, that of any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 15.2 If this Term 15 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have

been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **16 WAIVER**

- 16.1 Any failure by the Company to enforce any of its rights under the Contract shall not be taken as a waiver of any of the Company's rights hereunder.

## **17 COMMUNICATIONS**

- 17.1 All communications between the parties about the Contract shall be in Writing and delivered by hand or sent by pre-paid first class post or sent by fax or electronic mail:

17.1.1 (in case of communications to the Company) to its registered office or such changed address, fax number or electronic mail address as shall be notified to the Customer by the Company; or

17.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address, fax number or electronic mail address of the Customer set out in any document which forms part of the Contract or such other address, fax number or electronic mail address as shall be notified to the Company by the Customer.

- 17.2 Communications shall be deemed to have been received:

17.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

17.2.2 if delivered by hand, on the day of delivery; or

17.2.3 if sent by fax or electronic mail on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.

- 17.3 In proving such delivery, it shall be sufficient to prove that the envelope containing such notice or communication was addressed to the address of the relevant party set out in Term 17.1 and delivered either to that address or into the custody of the postal authorities as a pre-paid first class letter, or that the notice or communication was transmitted to the facsimile number or electronic mail address of the relevant party set out in that Term 17.1.

- 17.4 Communications addressed to a Customer which is a limited company shall be marked for the attention of the Managing Director.

## **18 GENERAL**

- 18.1 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

- 18.2 The Company may from time to time assess the Customer's credit scoring, and may use information from outside agencies for this. The Company will apply reasonable practices for administering the Customer's account based on the result of that scoring.

## **19 GOVERNING LAW**

The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.

PLEASE NOTE THAT A FULL SIZE SET OF THESE TERMS IS AVAILABLE FREE OF CHARGE ON REQUEST FROM THE COMPANY OR ON OUR WEBSITE AT [WWW.POTTERSPOULTRY.CO.UK](http://WWW.POTTERSPOULTRY.CO.UK)