

# Shell Marine

## General terms and conditions of sale

These terms and conditions ('Terms') apply to the sale of Marine Lubricants and Shipcare chemicals (together referred to as 'Products') by us to you. Please read them with the Commercial Terms. These Terms and the Commercial Terms form the entire agreement ('Agreement') between us and you. The Agreement supersedes all written and oral representations and prior agreements between us and you unless agreed otherwise. Any other terms that you may seek to impose or incorporate are excluded.



## Words and phrases with special meanings

### 1. Definitions

The following definitions apply to the Agreement:

**Affiliate:** with respect to either Party: any company which (i) a Party controls; or (ii) controls a Party; or (iii) is controlled by the same company which controls a Party, and for these purposes, 'control' means a direct or indirect ownership interest of 50% or more of the issued voting shares or stock, having the right to vote to appoint directors of the relevant company.

**Commercial Terms:** the commercial terms which have been agreed by the Parties and provided to you, and which are part of the Agreement.

**Delivery Company:** a party that we ask to deliver to you on our behalf

**Delivery:** the delivery of Marine Lubricants by us or our Delivery Company at a Delivery Port in response to a Nomination.

**Delivery Port:** the port or place at which Marine Lubricants are delivered.

**Energy Institute:** the leading professional body for the energy industries which is based in London

**Products:** any of the products described in the Marine Lubricants or/and Shipcare Chemicals Price List.

**Minimum Notice Period:** the minimum number of working days' notice for delivery to each Delivery Port as specified in the Port Services Guide.

**No-Show Fee:** the fee payable by you

in accordance with section 2.3, as set out in the Price List.

**Nomination:** written notice of your Products requirements sent by fax, email or via or designated web portals.

**Party:** us (or Delivery Company where applicable) and you individually and collectively - 'Parties'.

**Pre-delivery Check List:** the check list prepared and signed by us (or signed on our behalf) and you, to confirm how the Products will be delivered to you.

**Pollution Event:** any event which causes Products to escape onto, or into, land or water.

**Port Services Guide:** the Port Services Guide as amended by us from time to time, which can be found on <http://www.shell.com/global/products-services/solutions-for-businesses/marine-products/port-services-guide/app-lubricants.html>

**Price List:** the 'Shell Marine International Price List' as amended from time to time.

**Restricted Jurisdiction:** any place declared an embargoed or restricted destination by Trade Controls Laws. Currently those places include Iran, Sudan, Cuba, North Korea, Crimea region and Syria. We may notify you of any changes to these Restricted Jurisdictions.

**Restricted Party:** a person: (i) targeted by Trade Control Laws; or (ii) directly or indirectly owned or controlled by

or acting on behalf of such persons, and includes directors, officers or employees (including agency personnel).

**Shell Trademarks:** the name 'Shell', the Shell pecten symbol and any trademark and other manifestations as we may advise you, and any of our, or our Affiliates' characteristics, goods, services and activities.

**Ship's Receipt:** a document (in a form approved by us) confirming that you have received the grades and quantities of Products onboard the vessel.

**Specification:** the specification set out in the 'Typical Physical Characteristics' section of the applicable section in the Port Services Guide.

**Trade Control Laws:** any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licenses, orders, or requirements, including those of the E.U., the U.K., the U.S. and the U.N.

**Us** (whether capitalized or not): the party identified as the seller in the Commercial Terms and 'our' and 'we' shall be read accordingly.

**You** (whether capitalized or not): the party identified as the buyer in the Commercial Terms and 'your' and 'yours' shall be read accordingly.

# Ordering, payment and delivery

## 2 Nominations

*A Nomination is a list of what you need, and when*

2.1 You will give us, or our representative, your Nomination. Your Nomination will specify

- grades
- quantities
- method of delivery
- type of products (including whether bulk or packed)
- port or place of delivery

for each vessel and expected date of arrival at a Delivery Port, taking into account the Minimum Notice Period.

For confirmed Nominations, we, or the Delivery Company, will make reasonable efforts to satisfy the Nomination but will otherwise have no liability.

*What if your requirements change?*

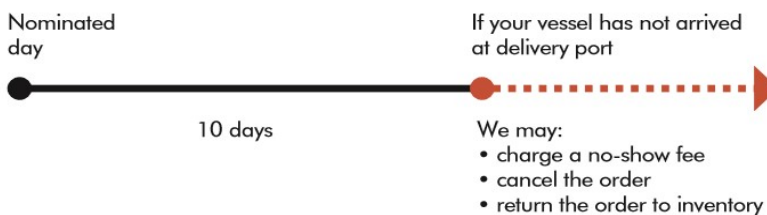
2.2 If you change your requirements without cancelling or amending your Nomination or if you don't give the Minimum Notice Period you will pay our or our Delivery Company's related expenses.

*If the vessel arrives early*

2.3 If the vessel arrives earlier than your nominated arrival date, we will try to supply the vessel, but our supply obligation remains timed to the nominated arrival date. We will inform you if any circumstances prevent a Delivery.

*If a vessel is more than 10 days late*

2.4 Your vessel must arrive at the Delivery Port within 10 days after the nominated arrival date.

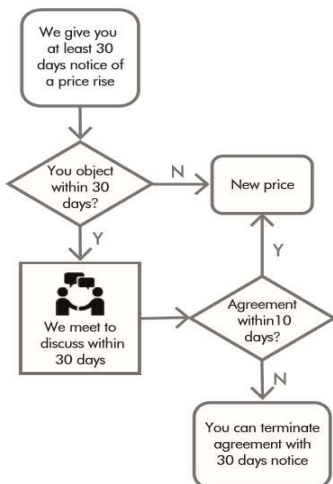


## 3 Price

*We hold the price for 30 days*

3.1 The price of the Products will be the price shown in the Price List which is in force on the date we receive the Nomination from you.

This price is valid for 30 days from the date of the Nomination. If Delivery takes place after this 30 day period, the price shown in the updated Price List will apply.



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3.2 We will provide you with at least 30 days' prior written notice of any proposed changes to the price which results from a price review and/or to the range of Products available.

If you think the increased price is unreasonable, you may, within 30 days of receiving our notification, notify us of this in writing (Objection).

Within 10 days of receipt of your Objection, a representative from your company and our account manager (Representatives) shall confer at least once to discuss the matter in good faith and seek to resolve it in an amicable manner.

If the Representatives are unable to reach agreement within ten business days of a referral being made to them then you may terminate the Agreement by giving us 30 days written notice.

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#### 4 Charges

*What you need to pay for*

4.1 In addition to the prices payable for Marine Lubricants, you will pay us for the following:

- all charges listed in the Price List, including those for delivery by barge and packed deliveries;
  - any expenses incurred because of the Master of the vessel rejecting, cancelling or significantly delaying the whole or any part of a Delivery;
  - any mooring or unmooring charges or port dues which may be incurred for any Delivery;
  - any duties, taxes (other than taxes on profits), or other costs which we, or the Delivery Company, incur or are liable for, in respect of a Delivery;
  - where we deliver to you from duty paid stocks, the amount of the duty;
  - any additional costs related to a Delivery including payments for overtime and surcharges; and
  - port price differentials and any additional charges detailed in the Port Services Guide and Price List.
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#### 5 Payment

*How to pay*

5.1 All payments will be made in US dollars by electronic wire transfer to the bank account stated on the invoice and you will ensure that the payment reaches us by the due date.

We may charge interest on any amounts not paid by the due date at a rate of 6% per annum, or, if higher, the maximum rate allowable under applicable law.

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*Payments due within 30 days*

5.2 Unless otherwise agreed, all payments will be due 30 days from the date of Delivery.



*Use electronic payment*

5.3 You will take all steps necessary to allow you to make electronic wire payments to our bank account.

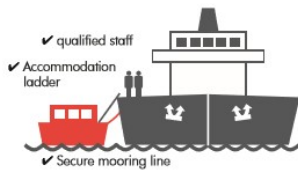
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*If you owe us money*

5.4 If you owe us any money, we may deduct this from any payment we make to you under the Agreement or any other agreement between us.

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<i>We will both comply with anti-money-laundering rules</i>	5.5 Each Party agrees that it is familiar with, and will comply with, all relevant laws, regulations, rules and requirements relating to anti-money laundering.
<i>You must pay us yourself</i>	5.6 All payments must be paid by you.
<i>You guarantee your payments are not the proceeds of crime</i>	5.7 You guarantee that your payments to us will not constitute the proceeds of crime in contravention of anti-money laundering laws.
<i>Each of us can end the Agreement if they reasonably suspect money-laundering</i>	5.8 Either Party may terminate the Agreement immediately by giving the other Party written notice if, in its reasonable opinion, the other Party is in breach of any of the provisions of section 5.6 (and/or 5.7 with respect to you), and cannot provide evidence that it has complied with those sections.
<b>6 Credit</b>  <i>We may ask for payment in advance</i>	6.1 If, in our opinion, your financial condition worsens in any way, we may require payment before the date due (which may mean before Delivery) or we may require you to give us some form of security for payment.
<i>If you exceed your credit limit or fail to pay</i>	6.2 In addition to our other rights, if, at any time you: <ul style="list-style-type: none"> <li>• have exceeded any credit limit we have set; and/or</li> <li>• fail to pay us when payment is due, or give us the security we require,</li> </ul> we may suspend deliveries under any and all Nominations (if they have not already taken place) or terminate any and all Nominations and assert all our rights against the vessel(s) concerned and we have a lien for the price of the Products delivered. Neither we, nor the Delivery Company will have any liability to you.
<b>7 Delivery</b>  <i>We will deliver near to the vessel</i>	7.1 Delivery will be made in bulk or packed form as near as reasonably possible to the vessel.
<i>We will deliver during working hours</i>	7.2 Delivery will be made during the usual hours of work at the Delivery Port.
<i>We may use a Delivery Company</i>	7.3 We may at any time, without giving you any notice, transfer our rights and obligations under a Nomination, to a Delivery Company. If we do this: <ul style="list-style-type: none"> <li>• you agree that you will buy the products from the Delivery Company</li> <li>• the terms of this Agreement will apply, and we will be liable to you for the Delivery Company's performance.</li> <li>• unless we tell you otherwise, you will pay us for the products delivered by the Delivery Company.</li> <li>• any legal notices will be given by or to us, not the Delivery Company.</li> </ul>
<i>We will provide safety information when we deliver</i>	7.4 We, or the Delivery Company, will provide you with the Material Safety Data Sheet (MSDS) to you in line with mandatory industry standards. You must ensure that your vessels, or customers, receive the MSDS before Delivery, and you must provide any language translation as necessary.



7.5 Where a Delivery is by barge, you will provide free of cost, a clear and safe berth for the barge alongside the vessel's receiving lines and the assistance of qualified staff to secure the barge moorings.

This safe access means the use of the accommodation ladder. If the position of the barge does not fit with the position of the accommodation ladder a pilot ladder should be rigged up.

The receiving vessel is responsible for safe access to and from the barge.

Vessels, including tankers, will be bunkered in turn as promptly as possible, but we will not be liable for any losses which you may suffer due to (i) any delay caused by congestion at the terminal or the availability of barges, (ii) clear and safe berth not being possible, or (iii) there being no qualified staff available to assist with the mooring.

*If we think your vessel is unsafe*

7.6 We have the right to refuse an ex-pipe Delivery if we think your vessel is unsafe to receive a Delivery.

*The pre-delivery check*

7.7 You will provide ready and safe access to any equipment used for Deliveries and will not obstruct access to this equipment. Delivery will not start until the Pre-delivery Check List has been completed and signed by or on behalf of us and you.

*You need any necessary permits*

7.8 Neither we, nor the Delivery Company, will need to supply Products if a government permit is needed to export this, but the permit has not been obtained.

*After delivery you will sign a Receipt*

7.9 On completion of a Delivery, the master of the vessel, or your representative, will sign a Ship's Receipt, and two copies will be retained by the master or your representative.

**8 Health and safety and environmental requirements**

*What to do if there is a pollution event*

8.1 If a Pollution Event occurs:

- we may at any time, take reasonable steps to control and stop the Pollution Event, remove the escaped Products and clean the affected area and you will provide all reasonable assistance with those steps;
- if the Pollution Event is caused by an act or omission of a Party, the Party who has caused the Pollution Event must compensate the other Party (including the Delivery Company as applicable) for the cost of any steps taken;
- you will supply us, or the Delivery Company, with any documents and information concerning the Pollution Event or any programme for the prevention of a Pollution Event as we, or the Delivery Company ask you for, or that are required by any applicable law.

*You are responsible if you damage our equipment*

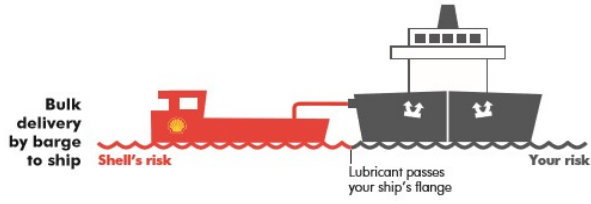
8.2 You will be responsible for the proper use, maintenance, and repair of any of our equipment that you or your agents damage during the Delivery. You will immediately inform us of any problems with the equipment which occur during the Delivery.

We both agree to comply with environmental laws and policies

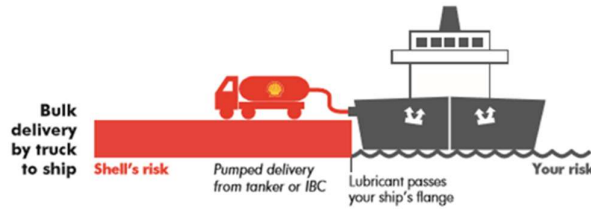
8.3 The Parties confirm that they will comply with all applicable environmental laws and government regulations and that they have environmental policies in place concerning their Products processes.

9 Risk and title during delivery

9.1 Delivery will be completed, and title and risk will pass to you: either 9.1.1 for bulk Deliveries



- when the Products pass the flange connecting the delivery facilities with the receiving facilities provided by you.

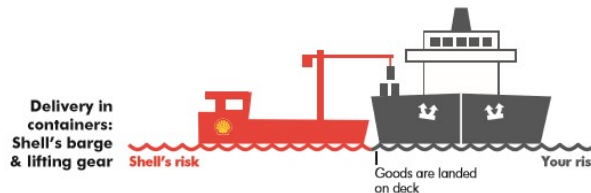


- if delivering in intermediate bulk containers (IBCs) to a quay or other point on land, when the IBCs are landed from the delivery vehicle to the ground.

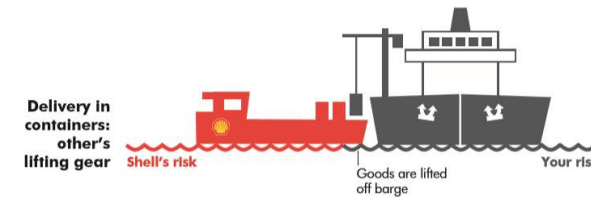
or 9.1.2 for Delivery in containers



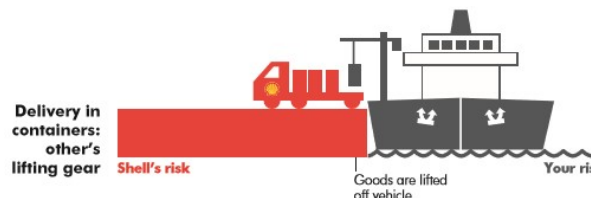
- if delivering to a quay or other point on land, when the goods are landed from the delivery vehicle to the ground;



- or if delivering by a barge operated by us and using our barge's lifting equipment, when the goods are landed on the deck of the vessel;



- or if delivering by barge or vehicle and using lifting equipment provided and operated by you, when the goods are lifted off the deck of the barge or off the vehicle;



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*The Delivery Port decides who makes the connection*

9.2 The responsibility for connecting the bulk delivery facilities provided by us, or the Delivery Company, to the receiving facilities that you provide, will be in line with the custom of the Delivery Port.

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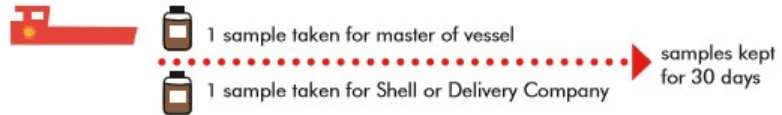
10 **Quality, measurement and samples**

10.1 The Products will conform with the Specification. All other warranties (express or implied), terms or conditions are expressly excluded to the fullest extent permitted by applicable law.

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*How many samples to take, and who retains them*

**Bulk barge deliveries**



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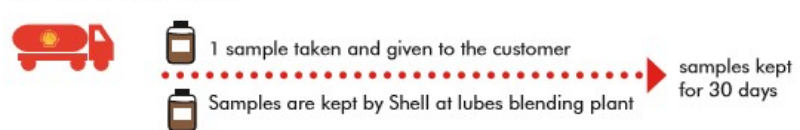
10.2 During bulk barge deliveries, we or the Delivery Company, will take two representative samples of the Products which will be individually labelled and numbered uniquely. You or your representative may witness this.

One sealed sample will be given to the Master of the vessel and the other one kept by us or the Delivery Company for 30 days, or longer if the law allows (Period).

At the end of the Period, our sample may be discarded unless you have made a complaint or claim under section 10.3 within the period referred to in section 10.3, in which case our sample will be kept for analysis by the laboratory referred to in section 10.8.

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**Road tanker deliveries**



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For road tanker deliveries, one representative sample of the Products is taken during delivery or at loading from the lubes oil blending plant. This is sealed and given to the customer.

Samples are also kept by Shell's lubes oil blending plant.

No samples are retained for pumping ex-IBC as quality can be investigated against batch numbers for ex-IBC products.

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*You have 30 days to tell us about any problems*

10.3 Any complaint or claim about the quality of Products must be made in writing, within 30 days of Delivery. If you do not notify us of any issue within this period, you will have no right to make a claim.

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<i>How we measure quantities</i>	10.4 The quantities of Products delivered will be measured by volume and calculated at standard temperature at 15 degrees Celsius unless we tell you otherwise. You or your representative may witness and check the weights and measurements at the time of Delivery. The quantity to be entered on the Ship's Receipt will be the measurements given by us or Delivery Company.
<i>If you think the quantity is wrong you must record it on the Ship's Receipt</i>	10.6 If the Ship's Receipt is clean, this will be evidence that the quantity delivered was correct. If the Ship's Receipt is amended in line with section 10.5 above, you will pay for the amount that we, or the Delivery Company, say has been delivered, but you will still be able to make a claim in respect of the quantity delivered, if the claim is received by us within 30 days of the Delivery.  If you do not notify us within this time period, you will have no right to make a claim. Any disputes which cannot be resolved will be dealt with as set in section 10.8.
<i>If you provide the containers you can't complain about quality</i>	10.7 If the Products have been transported or stored in containers you have provided then you may not make a quality claim about those Marine Lubricants.
<i>If we can't agree, we'll go to an independent lab</i>	10.8 Any dispute about the quality of Products delivered will, unless there has been a serious error or fraud, be resolved by an independent laboratory selected and agreed by the Parties or, if the Parties cannot agree, the laboratory will be chosen by the President of the Energy Institute.  The laboratory will be requested to validly test both individually labelled samples taken in line with section 10.2 above. The result of this independent testing by the laboratory shall be final and cannot be disputed by either Party unless there has been a clear error or fraud.

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## Liabilities

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11	<b>Technical service</b> <i>If we give free advice, we aren't liable for the results</i>	If we, or the Delivery Company, give you any free technical advice or services, these are provided voluntarily (unless you have paid for this advice or service separately), and neither we, nor the Delivery Company will be liable for any losses you suffer in connection with the advice or services.
12	<b>Restrictions on use</b>  <i>You are responsible for correct use of products sold tax-free</i>	<p>If the Marine Lubricant is sold to you on a duty-exempt or tax-exempt basis, you will comply with all local requirements to permit the sale on this basis, including any declarations on use of the Marine Lubricant.</p> <p>If a claim is made by any authorities against us, or the Delivery Company, because the Marine Lubricant was liable for duty or taxes, and you did not comply with all of the requirements, then you will compensate us and the Delivery Company, against any losses caused by your failure.</p>
13	<b>Events outside either party's control</b> <i>If there is an event outside of our/your control:</i> <ul style="list-style-type: none"><li>• <i>neither of us be held responsible</i></li></ul>	13.1 Neither Party will be responsible to the other Party if it cannot meet or is delayed in meeting its obligations under the Agreement (other than the payment of money) because of something which is outside of the first Party's reasonable control (or, where the first Party is us, outside of the Delivering Party's reasonable control).
	<ul style="list-style-type: none"><li>• <i>we have no obligation to source replacement lubricants</i></li></ul>	13.2 If either we, or the Delivery Company, are subject to an event referred to in section 13.1 above, we will be able to reduce, suspend or cancel any Marine Lubricants we are due to supply to you, without trying to get the Products from anywhere else. If we do obtain Products from another source, then we are not obliged to provide these to you.
	<ul style="list-style-type: none"><li>• <i>you can buy any resulting shortfall from another supplier</i></li></ul>	13.3 If you wish, you may purchase any shortfall in Products from other suppliers, but we will not be responsible for any additional costs you have to pay if you do this.
	<ul style="list-style-type: none"><li>• <i>we can put the cost up</i></li></ul>	13.4 If the cost of supplying the Products to you increases due to factors outside of our control, or the control of the Delivery Company, we may increase the price charged for any Marine Lubricants.  Examples of factors outside of our control include increased taxes or duties, having to comply with new laws or regulations, and currency fluctuations.
	<ul style="list-style-type: none"><li>• <i>after 30 days of delays, you or we can cancel the Nomination</i></li></ul>	13.5 If the inability or delay, described in 13.1, lasts longer than 30 days, either Party may terminate the relevant Nomination and/or the Agreement immediately by giving written notice to the other Party. Neither we, nor the Delivery Company will be liable for any losses suffered by you because of this termination.  If any of the Products cannot be delivered or accepted as set out in section 13.1, then we will deduct these from the amount we are supposed to deliver to

		you. Once the cause of the inability or delay has ended, or improved, then the Agreement will carry on as normal.
14	<b>Compensation and liability</b>	14.1 Each Party (Compensating Party) will compensate the other Party (including the Delivery Company) for any losses suffered by the other Party in connection with the Agreement and/or a Nomination, which are caused by the negligent act or omission of the Compensating Party.
	<i>We are each responsible for negligence</i>	
	<i>Neither of us is responsible for indirect losses</i>	14.2 Neither Party (including the Delivery Company) will be liable to the other Party for any indirect losses (including loss of profit, goodwill or reputation), even if this was reasonably foreseeable, however the loss arises
	<i>Neither of us is responsible for losses greater than the price of the Nomination</i>	14.3 Our maximum total liability to you (and the Delivery Company's maximum liability to you), and your maximum total liability to us and the Delivery Company for any Delivery will not exceed the price payable by you for that Delivery.

## **Governance**

### **15 Agents**

Any agent that acts for you will be liable (as well as you) not only as agent, but in its own name, for the performance of all of your obligations under the Agreement, whether the agency is apparent or not.

### **16 Governing law and jurisdiction**

This Agreement will be governed by English law, and except as set out in section 10.8, any dispute arising in connection with the Agreement, will be resolved by arbitration under the LCIA Rules, and these Rules are incorporated into this section 16. There will be one arbitrator and the place of arbitration will be London. The language used in the arbitration will be English. For the avoidance of doubt, the UN Convention on Contracts for the International Sale of Goods (1980) will not apply. If these Terms are translated into any other language, the English version will be the final version.

### **17 Notices**

17.1 Any notices given by the Parties will only be effective if they are in writing (which includes fax) and sent to the receiving Party's usual address. E-mails are permitted but, if the email relates to a breach of the Agreement, it must be followed by a fax or a letter sent by a courier, if the recipient does not respond to the e-mail within two business days of the e-mail being sent.

17.2 Where a Nomination is made by your agent, then we may give the notice either to the agent, or to you.

### **18 Succession and assignment**

18.1 You may not assign any part of the Agreement to a third party without our prior written consent, which we will not unreasonably refuse to give you. You may, at any time, sub-contract your obligations under the Agreement.

18.2 We may, at any time, assign all or any part of the Agreement to a third party.

### **19 Export control and non- diversion**

19.1 The Parties will comply with all

applicable Trade Control Laws relating to the use, sale and export of the Products and will not cause each other to breach any Trade Control Laws. Each Party may ask the other to provide evidence that the other Party is complying with this section, including with respect to you only, evidence to check the final destination of Products and to demonstrate the controls that are in place in order to comply with this section.

19.2 You will not, directly or indirectly, sell or export any of the Products to any

19.3 Restricted Party or to any Restricted Jurisdiction or for end use by any Restricted Party or in any Restricted Jurisdiction, unless we confirm in writing that you can do this.

19.4 You will ensure that the restrictions in sections 19.1 and 19.2 above are imposed on any of your direct or indirect resale customers.

19.5 If a Party does not comply with this section 19 or, if it becomes a Restricted Party, or if it otherwise becomes unlawful under Trade Control Laws for a Party to carry out any of its contractual obligations, the other Party may, either suspend deliveries, or terminate the Agreement immediately. If deliveries are suspended or the Agreement is terminated by a Party for these reasons, that Party will not be liable to the other Party for any of its losses.

19.6 If we suspend or terminate we will repay any money that you have paid us for the Products that were not delivered, provided that this does not breach any applicable laws and regulations.

### **20 Trademarks**

You agree that you will not do anything that may harm our good reputation, products or brands or any of our Affiliates' reputation, products or brands. In addition, you will not alter the decoration or design of packaged Products in any way or remove or alter the Shell Trademarks appearing on the packaged Marine Lubricants. You will only use the Products containers and packaging material that we have provided to you, and if we ask you to, you will return any used containers and advertising and packaging material. You will not repackage any Products supplied

in bulk.

### **21 Data, including Personal Data**

21.1 Any data that you provide to us, or which relates to your account, including Personal Data (information about identified and/or identifiable individuals) may be held and processed by us for our internal purposes, as required by applicable law and for other legitimate business purposes.

21.2 This may include processing data after the Agreement has ended. You may also need to complete checks to satisfy credit assessments, money laundering or fraud detection requirements. Personal Data will be processed in accordance with the Shell Privacy Notice - Business Customers, Suppliers and Business Partners, available at [www.shell.com](http://www.shell.com) website, depending on your location and as supplemented by local or additional privacy statements.

21.3 We may disclose this data to:

21.3.1 one or more financial institutions to satisfy credit assessments, for debt tracing or fraud prevention purposes;

21.3.2 any agent, sub-contractor or the Delivery Company which performs services for your account;

21.3.3 any guarantor or person providing security in relation to your obligations under the Agreement;

21.3.4 as required or permitted by law or any regulatory authority; or

21.3.5 any person that we propose transferring any part of the Agreement to.

21.4 If you provide any information to us which is materially inaccurate, all monies that you owe us will become due and payable immediately.

### **22 Contracts (Rights of Third Parties) Act 1999**

22.1 You agree that the provisions of the Agreement are intended to be enforceable by our Affiliates and the Delivery Company in line with The Contracts (Rights of Third Parties) Act 1999.

22.2 Except as set out in section 22.1, no

provision of the Agreement will be enforceable under The Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party to the Agreement.

22.3 This Agreement may be varied or terminated by the Parties without having to give notice to, or requesting the consent of, any third party, including any of our Affiliates or the Delivery Company.

## 23 Confidentiality

23.1 Each Party will treat all information relating to the other Party and / or the Agreement which it receives under the Agreement, as confidential and will ensure that any person who receives any confidential information complies with the same obligations set out below.

23.2 Neither Party will use the confidential information for any reason other than for the Agreement or disclose any of this confidential information to any person except for any of its directors or employees who need to know this information so that they can perform their duties under the Agreement.

23.3 Either Party may disclose any confidential information:

- 23.3.1 if required by law, or in relation to a court case;
- 23.3.2 to a Delivery Company;
- 23.3.3 to its Affiliates, professional advisers, auditors and bankers;
- 23.3.4 if the information has come into the public's knowledge through no fault of that Party; or
- 23.3.5 if the other Party has given prior written consent to the disclosure, which the other Party will not unreasonably withhold.

A Party disclosing information under section 23.3.1, may only do this if it has told the other Party that it is going to disclose the information, unless this is not permitted by law.

23.4 The confidentiality provisions above will continue to apply after the termination of the Agreement.

## 24 Waiver

If a Party delays or decides not to enforce any provision or part of a provision of the Agreement, this does not mean that the Party has waived its right under that provision, unless it is expressly confirmed in writing that it has waived this right.

## 25 Severability

If any provision or part of a provision of the Agreement is invalid, illegal or unenforceable, the Parties will attempt to agree a change to the provisions(s). The other provisions will stay the same.

## 26 Amendment of the Agreement

26.1 Amendments to the Agreement will only be valid if they are in writing and signed by each Party.

## 27 Termination

27.1 In addition to the Parties' other rights and remedies, either Party may terminate the Agreement with immediate effect, by giving written notice to the other Party if:

- 27.1.1 the other Party is in breach of any of its obligations under the Agreement, and does not remedy the breach within 30 days of receiving the notice of the breach; or
- 27.1.2 the other Party goes into liquidation or suffers any similar act under any applicable law.

27.2 On termination of the Agreement you will need to pay us any monies you owe us immediately.

27.3 In addition to our other rights or remedies, if you are in breach of any of your obligations under the Agreement, we may suspend deliveries immediately or ask you to pay us by a different method of payment.