



TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following words and expressions shall have the following meanings unless the context otherwise requires:

Acknowledgement of Order: Bumble Hole's written acceptance of Order as referred to in clause 2.3;

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.7.

Confidential Information: all information in respect of the business of Bumble Hole including know-how and other matters connected with the Goods, information concerning Bumble Hole's relationships with actual or potential clients, customers or suppliers and the needs and requirements of Bumble Hole and of such persons and any other information which, if disclosed, will be liable to cause harm to Bumble Hole.

Contract: the contract between Bumble Hole and the Customer for the sale and purchase of the Goods formed in accordance with clause 2.3 of these Conditions.

Customer: the person who purchases the Goods from Bumble Hole as specified on the Acknowledgement of Order or where no Acknowledgement of Order is provided, as set out in Bumble Hole's delivery note.

Force Majeure Event: has the meaning given in clause 8.

Goods: the goods (or any part of them) which Bumble Hole supplies to the Customer under a Contract.

Market Price: the market price of egg as set out in the Weser-Ems price quotation ex egg producer for 55-60g egg white eggs ex-works Northern Europe.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of Bumble Hole's quotation, as the case may be.

Specification: any specification for the Goods as provided to the Customer by Bumble Hole or as otherwise agreed in writing by a director of Bumble Hole. Where no such specification has been provided or agreed by Bumble Hole, the specification in respect of the nutritional composition of the egg forming the Goods or incorporated into the Goods shall be within a 20% variance of the composition of pasteurised egg included in McCance and Widdowson's the Composition of Foods.

Bumble Hole: Bumble Hole Foods Limited (registered in England and Wales with company number 04297967).

1.2 In these Conditions, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- 1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 Any references to the singular include the plural and vice versa and references to any gender include every gender.
- 1.2.6 A reference to writing or written includes faxes and e-mails unless otherwise specified.

2. BASIS OF CONTRACT

- 2.1 Subject to any variation under clause 11.7, these Conditions apply to the Contract to the exclusion of any other terms, including any terms that the Customer seeks to impose or incorporate under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods upon these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted on the sooner of (i) Bumble Hole issuing a written acceptance of the Order (which may for the avoidance of doubt be by email or otherwise); and (ii) Bumble Hole delivering the Goods in accordance with these Conditions, at which point the Contract shall come into existence.
- 2.4 Acceptance of delivery of the Goods will be deemed conclusive evidence of the Customer's acceptance of these Conditions
- 2.5 The Contract 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 Bumble Hole which is not set out in the Contract.
- 2.6 Any samples and/or descriptive matter produced by Bumble Hole and any descriptions or illustrations contained in Bumble Hole's catalogues, brochures or on Bumble Hole's website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.7 A quotation for the Goods given by Bumble Hole shall not constitute an offer. A quotation shall only be valid if produced and signed by a director of Bumble Hole and shall be valid for a period of five (5) Business Days only from its date of issue, provided Bumble Hole has not previously withdrawn it.
- 2.8 Subject to clause 5.2, the Customer may not cancel the Contract. Bumble Hole may cancel the Contract at any time prior to delivery.

3. GOODS

- 3.1 The quantity and description of the Goods will be as set out in the Acknowledgement of Order, or where no Acknowledgement of Order is provided, as agreed with Bumble Hole and set out in Bumble Hole's delivery note.
- 3.2 Bumble Hole may, without notice to the Customer, substitute any Goods ordered by the Customer in an Order with Goods of (in Bumble Hole's reasonable opinion) equivalent or superior quality.
- 3.3 Bumble Hole may make any changes to the Specification, materials or finishes of the Goods which:
 - 3.3.1 are required to conform with any applicable safety or other statutory or regulatory requirements; or
 - 3.3.2 do not materially affect their quality or performance.
- 3.4 The Customer shall not be entitled to reject the Goods if Bumble Hole delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the invoice for the Goods on receipt of notice from the Customer that the wrong quantity of Goods was delivered, such notice to be given by the Customer to Bumble Hole within at least three (3) days of delivery.

4. PRICE AND PAYMENT

- 4.1 Subject to clause 4.3, the price of the Goods shall be the price set out in the Acknowledgement of Order, or, if no price is quoted, the price agreed in writing by the Customer and a director of Bumble Hole from time to time.
- 4.2 Without prejudice to clause 4.3, Bumble Hole shall be entitled to increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 4.2.1 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- 4.2.2 any delay caused by any instructions of the Customer or failure of the Customer to give Bumble Hole adequate or accurate information or instructions.
- 4.3 Bumble Hole reserves the right to review the Market Price at any time during the Contract and increase the price of the Goods at any time during the Contract to reflect the increase in the Market Price, where the Market Price has increased by 10% or more in the period between the date on which the price of the Goods was set out or agreed in accordance with clause 4.1, and the date on which Bumble Hole carries out its review of the Market Price as advised to the Customer ("Review Date"). Bumble Hole shall advise the Customer in writing of any such increase as soon as reasonably practicable after the Review Date. The provisions of this clause 4.3 shall take precedence over any special terms agreed between the parties in respect of fixed pricing of Goods.
- 4.4 Unless otherwise agreed in writing by Bumble Hole, the price of the Goods is exclusive of the costs and charges of insurance and transport of the Goods, which shall be invoiced to the Customer.
- 4.5 The price of the Goods is exclusive of the costs of the packaging in which they are sent. All packaging must be returned to Bumble Hole within 7 Working Days of delivery in an undamaged condition. Any failure to return the packaging within 7 Working Days, or any packaging that is returned damaged or in an unusable condition, shall result in the Customer being invoiced the full cost of the retained and/or damaged packaging.
- 4.6 Where the Products are delivered to the Customer on pallets the Customer shall return the pallets to Bumble Hole as soon as reasonably practicable and in any event, no later than on the next delivery of the Goods. Any failure to return the pallets in accordance with this clause 4.6 will result in the Customer being invoiced the full cost of any retained pallets.
- 4.7 The price of the Goods is exclusive of amounts in respect of value added tax ("VAT") or other applicable sales tax or duty, which will be added to the sum in question.
- 4.8 Bumble Hole may invoice the Customer for the Goods on or at any time after delivery and, subject to clause 4.9, payment is due in pounds sterling no later than the 21st day of the month following delivery.
- 4.9 Bumble Hole reserves the right to revoke any credit terms granted to the Customer by Bumble Hole immediately on notice to the Customer ("Revocation Notice"), and in such circumstances, all sums outstanding to Bumble Hole from the Customer will become due and payable within seven (7) Business Days of the date of the Revocation Notice.
- 4.10 Time shall be of the essence in respect of the payment dates set out this clause 4, and any dates which may be substituted for them by agreement in writing of the parties.
- 4.11 No payment will be deemed to have been received until Bumble Hole has received cleared funds.
- 4.12 Without prejudice to Bumble Hole's other rights and remedies hereunder, including its right to terminate the Contract under clause 9.1, Bumble Hole reserves the right to suspend delivery of any Goods should any sums due payable remain outstanding beyond their due date for payment ("due date").
- 4.13 All sums payable to Bumble Hole under the Contract will become due immediately upon termination of the Contract.
- 4.14 Bumble Hole may appropriate any payment made by the Customer to Bumble Hole to such of the invoices for the Goods as Bumble Hole thinks fit, despite any purported appropriation by the Customer.

- 4.15 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Bumble Hole in order to justify withholding payment of any such amount in whole or in part. Bumble Hole 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 Bumble Hole to the Customer.
- 4.16 Without prejudice to any other term of these Conditions, in the case of a manifest error or omission in relation to price:
- 4.16.1 Bumble Hole shall be entitled to rescind the Contract;
- 4.16.2 Bumble Hole's liability shall be limited to the return of any money the Customer has paid in respect of the Contract; and/or
- 4.16.3 the Customer shall be entitled to purchase the Goods under the Contract by paying the correct price, rather than the quoted price, as confirmed in writing by Bumble Hole after the manifest error has been discovered.
- A 'manifest error', as the term is used in this clause 4.16, means a price quoted in error by Bumble Hole which is more than 10% less than the price that would have been quoted had the mistake not been made.

5. DELIVERY AND TESTING

- 5.1 Unless otherwise agreed in writing by Bumble Hole, delivery of the Goods shall be made FCA Bumble Hole's premises at Bumble Hole Poultry Farm, Fockbury, Bromsgrove Incoterms 2010. For the avoidance of doubt, the Customer shall, or shall procure that its agent responsible for transporting the Goods shall, ensure that the Goods are appropriately packed and securely loaded onto the delivery vehicles prior to transport. Bumble Hole shall not be responsible for any losses or damage to Goods caused by failure of the Customer to comply with this clause 5.1.
- 5.2 Bumble Hole will use reasonable endeavours to deliver each of the Customer's orders for the Goods within the time agreed when the Customer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery will not be of the essence. If, despite those endeavours, Bumble Hole is unable for any reason to fulfil any delivery or performance on the specified date, Bumble Hole will be deemed not to be in breach of this Contract, nor (for the avoidance of doubt) will Bumble Hole have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery except as set out in this condition. Any delay in delivery will not entitle the Customer to cancel the order unless and until the Customer has given three (3) days' written notice to Bumble Hole requiring the delivery to be made and Bumble Hole has not fulfilled the delivery within that period. If the Customer cancels the order in accordance with this clause 5.2 then:
- 5.2.1 Bumble Hole will refund to the Customer any sums which the Customer has paid to Bumble Hole in respect of that order or part of the order which has been cancelled; and
- 5.2.2 the Customer will be under no liability to make any further payments in respect of that order or part of the order which has been cancelled.
- 5.3 Bumble Hole shall deliver the Goods to the place where delivery of the Goods is to take place as set out in clause 5.1 ("Delivery Location") at any time after Bumble Hole notifies the Customer that the Goods are ready.
- 5.4 For the avoidance of doubt, Bumble Hole shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Bumble Hole with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 If the Customer fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered on time (except solely on account of Bumble Hole's

default), the Goods will be deemed to have been delivered on the due date and (without prejudice to its other rights) Bumble Hole may:

- 5.5.1 store or arrange for storage of the Goods until actual delivery in accordance with 5.1 or sale and charge the Customer for all related costs and expenses (including storage and insurance); and/or
 - 5.5.2 following written notice to the Customer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Customer for any shortfall below the price under the Contract or account to the Customer for any excess achieved over the price under the Contract, in both cases having taken into account any charges related to the sale.
- 5.6 Where delivery will take place other than at Bumble Hole's premises, the Customer will provide at its expense at the Delivery Location adequate and appropriate equipment and manual labour for off-loading the Goods.
- 5.7 Bumble Hole may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5.8 The Customer shall, or shall procure that any end customer shall, test the Goods prior to their use. Where the Customer or any end customer is dissatisfied with the quality or otherwise of the Goods, the Customer shall notify Bumble Hole and shall not use the Goods or shall procure that any end customer does not use the Goods. Without prejudice to any other terms of these Conditions, where the Customer fails to comply with its obligations under this clause 5.8:
- 5.8.1 Bumble Hole shall not be liable to the Customer or any third party for the cost of any products into which the Customer or any end customer has incorporated the Goods ("End Products"), nor for any recall costs associated with recall of such End Products; and
 - 5.8.2 the Customer shall indemnify, keep indemnified and hold harmless Bumble Hole from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect and consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgments which Bumble Hole incurs or suffers as a consequence.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 5 above.
- 6.2 Title to the Goods shall not pass to the Customer until Bumble Hole has received payment in full (in cash or cleared funds) for:
- 6.2.1 the Goods; and
 - 6.2.2 any other goods that Bumble Hole has supplied to the Customer in respect of which payment has become due.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 hold the Goods on a fiduciary basis as Bumble Hole's bailee;
 - 6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Bumble Hole's property;
 - 6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 6.3.5 notify Bumble Hole immediately if it becomes subject to any of the events listed in clause 9.3; and
 - 6.3.6 give Bumble Hole such information relating to the Goods as Bumble Hole may require from time to time,
- but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.3, or Bumble Hole reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Bumble Hole may have, Bumble Hole may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 Bumble Hole will, free of charge, within a period from the date of delivery of the Goods to their indicated use-by-date (the "Warranty Period") which are proved to the reasonable satisfaction of Bumble Hole to not comply with Specification due to defects in material, or workmanship or mix (other than a mix made, furnished or specified by the Customer), replace such Goods, or at Bumble Hole's option and sole discretion refund the price paid by the Customer for the Goods in full, subject to:
- 7.1.1 the Customer giving notice in writing to Bumble Hole within the earlier of three (3) days of delivery and prior to the expiration of the indicated use-by-date of the Goods;
 - 7.1.2 Bumble Hole being given a reasonable opportunity to examine such Goods;
 - 7.1.3 the Customer (if requested to do so by Bumble Hole) providing within five (5) days of Bumble Hole's request, information and documentation (including without limitation warehouse records, temperature records and manufacturing records) evidencing the storage and/or use of the Goods by the Customer since delivery; and
 - 7.1.4 the Customer (if requested to do so by Bumble Hole) immediately returning to Bumble Hole's place of business at Bumble Hole's cost or delivering up on Bumble Hole's request:
 - 7.1.4.1 the Goods; and/or
 - 7.1.4.2 where the Goods have been incorporated into other products, samples of such products (in volumes requested by Bumble Hole).
- 7.2 Bumble Hole shall not be liable for Goods' failure to comply with Specification where:
- 7.2.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 7.1.1;
 - 7.2.2 the defect arises because the Customer failed to follow Bumble Hole's oral or written instructions as to the storage and/or use of the Goods or (if there are none) best trade practice regarding the same;
 - 7.2.3 the Customer alters the Goods without the written consent of Bumble Hole;
 - 7.2.4 the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions; or
 - 7.2.5 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.3 Any Goods which have been replaced will belong to Bumble Hole and the Warranty Period applicable to replacement Goods will be from the date of delivery of the replacement Goods to their indicated use-by-date.
- 7.4 In the event of any breach of Bumble Hole's express obligations under clauses 5.2, 7.1 or 7.3 above, the remedies of the Customer will be limited to damages.
- 7.5 Nothing in these Conditions excludes or limits the liability of Bumble Hole for:
- 7.5.1 death or personal injury caused by Bumble Hole's negligence;
 - 7.5.2 fraud or fraudulent misrepresentation; or
 - 7.5.3 for any matter for which it would be illegal for Bumble Hole to exclude or limit or to attempt to exclude or limit its liability.
- 7.6 Except as provided in clauses 5.2, and 7.1 to 7.5 inclusive above:

- 7.6.1 Bumble Hole shall not in any circumstances set out in clause 7.6.2 be liable, whether in tort (including for breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - 7.6.1.1 loss of profits;
 - 7.6.1.2 loss of business;
 - 7.6.1.3 depletion of goodwill or similar losses;
 - 7.6.1.4 loss of goods;
 - 7.6.1.5 loss of contract;
 - 7.6.1.6 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - 7.6.2 The provisions of clause 7.6.1 shall apply in respect of:
 - 7.6.2.1 any of the Goods, or the manufacture of the Goods or the sale or supply, or failure or delay in supply, of the Goods by Bumble Hole;
 - 7.6.2.2 any breach by Bumble Hole of any of the express or implied terms of the Contract;
 - 7.6.2.3 any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; or
 - 7.6.2.4 any statement made or not made, or advice given or not given, by or on behalf of Bumble Hole.
 - 7.6.3 Bumble Hole's total liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price payable for the Goods.
 - 7.6.4 Each of Bumble Hole's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in the Contract in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Bumble Hole wherever it appears in the relevant clauses of the Contract.
 - 7.7 Subject to clause 7.5, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from the Contract.
 - 7.8 The Customer agrees to indemnify, keep indemnified and hold harmless Bumble Hole from and against all costs (including the costs of enforcement), expenses (including transport and administration costs), liabilities (including any tax liability), injuries, direct, indirect and consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgments which Bumble Hole incurs or suffers as a consequence of any allegation by the Customer that Bumble Hole has supplied defective Goods and/or any rejection of the Goods by the Customer due to Bumble Hole allegedly supplying defective Goods, where the Goods supplied by Bumble Hole are not subsequently required to be replaced or their price refunded under the provisions of clause 7.1.
 - 7.9 The Customer agrees to indemnify, keep indemnified and hold harmless Bumble Hole from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect and consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgments which Bumble Hole incurs or suffers as a consequence of any direct or indirect breach or negligent performance or failure in performance by the Customer of the terms of the Contract.
- 8. FORCE MAJEURE**
- 8.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by any event beyond a party's

reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable (a "Force Majeure Event").

- 8.2 For the purposes of clause 8.1, a Force Majeure Event includes, but is not limited to:
- 8.2.1 strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's);
 - 8.2.2 failure of energy sources or transport network;
 - 8.2.3 acts of God;
 - 8.2.4 war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity or armed conflict;
 - 8.2.5 malicious damage;
 - 8.2.6 breakdown of plant or machinery;
 - 8.2.7 automobile accident;
 - 8.2.8 nuclear, chemical or biological contamination;
 - 8.2.9 collapse of building structures;
 - 8.2.10 fires, floods, storms, earthquakes;
 - 8.2.11 loss at sea, epidemics or similar events;
 - 8.2.12 natural disasters or extreme adverse weather conditions; or
 - 8.2.13 default of suppliers or subcontractors.

9. TERMINATION

- 9.1 If the Customer:
- 9.1.1 commits a material breach of the Contract which cannot be remedied; or
 - 9.1.2 commits a material breach of the Contract which can be remedied but fails to remedy that breach within 15 days of a written notice setting out the breach and requiring it to be remedied being given by Bumble Hole,
- Bumble Hole may terminate the Contract immediately on notice to the Customer.
- 9.2 If the Customer becomes:
- 9.2.1 Insolvent, as defined in clause 9.3; or
 - 9.2.2 Bumble Hole reasonably believes that the Customer is about to become Insolvent and notifies the Customer accordingly; or
 - 9.2.3 the Customer fails to make a payment due under the Contract on or before the due date for payment,
- then, without limiting any other right or remedy available to Bumble Hole, Bumble Hole may without incurring any liability to the Customer:
- 9.2.4 cancel or suspend all further deliveries under the Contract or under any other contract between the Customer; and/or
 - 9.2.5 terminate the Contract; and
- all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 9.3 For the purposes of clause 9.2, the Customer is Insolvent where it (i) proposes or passes a resolution for its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up or in the case of a partnership is subject to an application for an order or an order by a court of competent jurisdiction for its winding up; (ii) is subject to an application to or order or notice issued by a court or other authority of competent jurisdiction for its winding up or striking off; (iii) enters administration or is the subject of an application for administration filed at any court or a notice of intention to appoint an administrator given by any person filed at any court; (iv) proposes, makes or is subject to, a company voluntary arrangement, an individual voluntary arrangement or a partnership voluntary arrangement or a composition with its/his creditors generally, an application to a court of competent jurisdiction for protection from its/his creditors generally or a scheme of arrangement under Part 26 Companies Act 2006; (v) in the case of a partnership, has a partner who proposes, makes or is subject to an individual voluntary arrangement or composition with his creditors generally, or makes an application to a court of competent jurisdiction for protection from his creditors generally (vi) is subject to or has a bankruptcy petition or

has a bankruptcy order made against him or in the case of a partnership has a partner against whom a bankruptcy petition is presented or a bankruptcy order is made or has partners all of whom jointly present bankruptcy petitions as contemplated by Article 11 Insolvency Partnerships Order 1994; (vii) has a receiver or a provisional liquidator appointed over any of its/his assets, undertaking or income; (viii) ceases to trade or appears, in the reasonable opinion of Bumble Hole, to be likely to cease to trade; (ix) is unable to pay its debts within the meaning of section 123 Insolvency Act 1986 and/or sections 267 and 268 Insolvency Act 1986; (x) has any distraint, execution or other process levied or enforced on any of its/his property; or (xi) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.

9.4 Bumble Hole may terminate the Contract immediately on notice to the Customer where the Market Price has increased by an amount which entitles Bumble Hole to increase the price of the Goods under clause 4.3.

9.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. CONFIDENTIALITY

10.1 The Customer will keep confidential any and all Confidential Information that it may acquire.

10.2 The Customer will not use the Confidential Information for any purpose other than to perform its obligations under the Contract. The Customer will ensure that its officers, employees, agent and sub-contractors comply with the provisions of this clause 10.

10.3 The obligations on the Customer set out in clauses 10.1 and 10.2 will not apply to any information which:

10.3.1 is publicly available or becomes publicly available through no breach of this clause 10 by the Customer; or

10.3.2 the Customer is required to disclose by order of a court of competent jurisdiction.

11. GENERAL

11.1 Bumble Hole may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Bumble Hole.

11.3 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.4 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11.5 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

11.6 Subject to clause 7.6.4, a person who is not a party to the Contract shall not have any rights under or in connection with it.

11.7 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by a director of Bumble Hole.

Governing law and jurisdiction

11.8 The Contract, 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 irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Notices

11.9 Any notice or other communication given to a party under or in connection with the Contract 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, recorded delivery, commercial courier or fax.

11.10 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.9; if sent by pre-paid first class post or recorded delivery, 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 fax one Business Day after transmission.

11.11 The provisions of clauses 11.9 and 11.10 shall not apply to the service of any proceedings or other documents in any legal action.