

1. Definitions
1.1 "Containers" means all containers of whatever kind in which Products are supplied to Customer by or on behalf of Supplier and all returnable packaging in which Products are supplied to Customer by or on behalf of Supplier and all returnable packaging in which Products are supplied to Customer by or on behalf of Supplier...

1.2 "Contract" means a contract between Supplier and Customer for the supply of Products in accordance with these Terms.
1.3 "Customer" means the person, company or firm (including, where relevant, its partners, directors, officers, agents, nominees, subcontractors (other than a person holding themselves out as such)) who purchases the Products from Supplier.

1.4 "Dispense Equipment" means dispense equipment supplied to Customer by or on behalf of Supplier which includes but is not limited to the following: all beer engines, couplers, pumps, taps, fonts, cowl, badges, T-bars, pump clips, meters, pipes, lines, pressurisation cooling, flash coolers (including remote chilling units) to kegs and casks, other cooling and chilling equipment, and accessories to all cylinders and beers, including but not limited to, all equipment for the dispensing of draught Product, and stoppers, carbon dioxide tubes and other related equipment, including chillers and cooling equipment but excludes carbon dioxide and/or mixed gas bottles and cylinders of whatever size and any regulators or monitoring equipment.

1.5 "Insolvency Type Event" means any event in which Customer compounds with or executes an assignment for the benefit of its creditors, has a bankruptcy order against it, enters into voluntary or compulsory liquidation, has, or provides Supplier notice of its intention to have, administrative or administrative receiver appointed over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent, or Supplier believes that any of the foregoing are reasonably likely to occur and informs Customer accordingly.
1.6 "Order" means any order for the supply of Products in any form or method, as the case may be.

1.7 "Products" means the products and/or materials (or any part of them) set out in the Order which are to be supplied to Customer by Supplier in accordance with these Terms.
1.8 "Returnable Packaging" means all kegs, casks, locator boards, crates, pallets, bottles, cans, cases, CO2 and/or mixed gas bottles and cylinders of whatever size and any other packaging supplied to Customer by or on behalf of Supplier. Returnable Packaging is the property of the company stated in the Contract, delivery note and/or order acknowledgement.

1.9 "Terms" means these terms and conditions as amended from time to time by Supplier in accordance with clause 17.7.

2. Order
2.1 An Order constitutes an offer by Customer to purchase the Products in accordance with these Terms. Supplier may acknowledge receipt of Customer's order but this does not mean that the Order has been accepted.

2.2 An Order is only valid if it is accompanied by evidence of availability of the Products and shall take place when the Order is confirmed as accepted by Buyer by Supplier's authorised representative in writing (which, for the purpose of this clause 2.2, shall include confirmation by email or fax) or (if earlier) when the Products are dispatched (whenever) and made available for collection, at which point a Contract shall be formed.

2.3 Supplier reserves the right to reject an Order if it does not fulfil Supplier's minimum order value (which may be imposed or amended by Supplier at its absolute discretion from time to time).

2.4 Save to the extent that these Terms are expressly amended by a formal written supplemental agreement signed by Supplier's duly authorised representative, these Terms apply to the Order in whole and no other terms that Customer may seek to impose or incorporate (including, without limitation, any terms on Customer's order form or similar document) or which may be implied by trade, custom, practice or course of dealing. The signing or acceptance of any customer's documentation by any of Supplier's employees or agents shall not modify these Terms or form part of any Contract between Customer and Supplier.

2.5 Unless Supplier expressly elects otherwise, any Contract between it and Customer shall be deemed to be made in existence notwithstanding any exercise by Supplier of its rights under clauses 10.1, 11.1 or 12.

3. Delivery
3.1 Delivery of the Products shall be completed once the Products are delivered by Supplier to the Customer's premises or agreed delivery point (where Supplier arranges transport) or once the Products are loaded by Customer or its agent (where Customer arranges collection of the Products).

3.2 Customer shall at all times comply with Supplier's reasonable delivery or collection instructions in relation to the delivery of the Products.

3.3 Any dates quoted for delivery of the Products are estimated only and the time of delivery is not of the essence.

3.4 Supplier shall not be liable for any delay in delivery of the Products or any loss of, or damage to, the Products (including, without limitation, any business and/or contract) arising out of Supplier's delay or failure in delivering the Products or making the Products available for collection.

3.5 Supplier reserves the right to deliver the Products in instalments at its sole discretion (which may be on a pro-rata basis) and any such instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle Customer to cancel any other instalment or Contract.

3.6 Supplier may during any periods of shortage due to causes beyond its control, supply the Products to Customer by means of alternative packaging in a manner as may be deemed equitable in the sole judgement of Supplier and without any liability.

3.7 Customer shall immediately inspect the Products on delivery or collection at the agreed delivery point and, if necessary, make any claims for damage to the delivered goods, shall be entitled to reject any Products that have been delivered in excess or in error or which are damaged, missing or out of date.

3.8 Unless inspected, notified and rejected by Customer pursuant to clause 3.7, the Products shall be deemed accepted and the Contract shall be treated as fully performed by Supplier.

3.9 Except as set out in clause 3.7, if Customer refuses or fails to take delivery of the Products or, where Customer's agent is to collect the Products from Supplier, Customer has not taken delivery, the Supplier shall, upon the agreed collection date, Supplier will be entitled to (at its sole discretion): (i) store the Products at the risk of Customer and Customer shall, in addition to the price payable under the Contract, pay for all related costs and expenses of such storage; (ii) resell the Products (including, without limitation, any carriage and/or redelivery (including, without limitation, insurance and carriage) or (iii) sell the Products at the best price readily available and charge Customer for any shortfall below the price achieved and the price under the Contract together with all storage and related costs and expenses (including, without limitation, both to and from Customer's premises (less any payment made by Customer)).

3.10 Products are not sold on a "sale or return" basis, unless specifically agreed in writing. Except as set out in clauses 5, 12 and 14, the Products cannot be returned for any reason unless agreed in advance by Supplier in writing.

4. Title and Risk
4.1 The risk in the Products shall pass to Customer on completion of delivery in accordance with clause 3.1 and shall be and remain at Customer's risk at all times (except as otherwise provided in these Terms).

4.2 Customer shall insure the Products with a reputable insurer from the point at which risk passes to Customer until payment is made to Supplier for their full value. Products shall be insured for their full value against all liabilities pursuant to clause 3.9 (including, without limitation, any carriage or means of transport) and from Customer's premises (less any payment made by Customer).

4.3 Supplier shall retain title to and ownership of all Products, until, except where clause 5 applies, it has received payment in full of all sums due from Customer (whether or not such sums have been paid to Supplier) and until Customer is not stated to refer to a particular invoice Supplier may appropriate such payments to any outstanding invoice.

4.4 Until title in the Products passes to Customer pursuant to clause 4.3, it may resell the Products and/or dispose of its business and/or assets in any way it provides always that Customer shall hold in trust and to the extent that any monies are owed by Customer, pay to Supplier on demand any proceeds of sale. Customer shall resell the Products as principal and not as agent of Supplier.

4.5 Until they resell the Products, they shall hold the Products in satisfactory condition as Supplier's bailee, keep them secure, separate from any other products and identifiable as Supplier's property and shall not charge, pledge or deposit them for any purpose (including, without limitation, as security).

4.6 Customer grants Supplier or its contractor an absolute right of access to enter Customer's or third party premises where Products are stored without notice to or in order to permit Supplier to inspect, audit, collect and/or repossess the Products and to take any action necessary to ensure compliance with these Terms.

4.7 If Customer breaches any of these Terms or an Insolvency Type Event occurs in relation to Customer, then the right of Customer to sell the Products belonging to Supplier will immediately cease. In the event of such breach or Insolvency Type Event, Customer shall (at its cost) deliver the Products to Supplier and Customer shall procure that Supplier shall (without prejudice to any other rights) have the right to enter any place where the Products may be stored and repossess and use the Products.

5. All Returnable Packaging, Dispense Equipment and Containers shall remain the property of Supplier or its contractor but shall be at Customer's risk and Customer shall hold all such Returnable Packaging, Dispense Equipment and Containers in trust for Supplier and shall not charge, pledge or deposit them in any way part with possession of any of it. Customer hereby grants to Supplier or its contractor an irrevocable right of access to Customer's premises at reasonable times and intervals and after giving reasonable notice to Supplier for the purpose of inspecting, auditing, collecting and/or repossessing Returnable Packaging, Dispense Equipment and Containers. Customer shall return all Dispense Equipment to Supplier or its contractor immediately on request or, in the case of Returnable Packaging and Containers, immediately after the date that the Products are delivered from the premises where the Returnable Packaging and Containers shall be the property of Supplier from the time they are collected without further payment by Supplier.

5. Customer shall be obliged to arrange and supply electricity for Dispense Equipment where necessary. Customer shall ensure that Dispense Equipment supplied to or under the charge of Customer is maintained in good repair and condition, is kept in accordance with all relevant safety standards and instructions, is not damaged, is returned to Supplier in good repair and condition, name of and for the benefit of Supplier and is returned to Supplier when no longer used by Customer with Supplier's products supplied hereunder.

5.1 Dispense Equipment supplied by Supplier is not compatible with equipment of other suppliers and must be dispensed through Dispense Equipment provided by Supplier which shall be those draught products supplied by Supplier for which the Dispense Equipment was installed. In the event that Supplier does not supply Dispense Equipment, Supplier shall be entitled to remove such Dispense Equipment or charge for its use.

5.2 Supplier will not accept any liability whatsoever for loss, damage, nor cost of repair, of any of Supplier's negligence (whether or not caused directly or indirectly) of any interchange or attempted interchange of Supplier's Dispense Equipment with equipment of other product suppliers and Customer will indemnify Supplier against: (i) any loss suffered by Supplier; and (ii) any such interchange or attempted interchange against Supplier arising out of any such interchange or attempted interchange.

5.3 Customer shall comply with Supplier's reasonable guidelines as to storage, handling, transportation and dispensing of the Products from time to time.

5.4 Any point-of-sale material supplied by Supplier is for use by Customer for business purposes relating to the Products only and is returnable on demand by Supplier. Customer shall take good and proper care of any such point-of-sale material and make good any damage or loss caused to Supplier by failure to do so.

5.5 If Supplier has consented to Customer on-supplying Products to its 3rd party customers, then, without prejudice to the foregoing provisions of clause 5, Customer shall remain responsible for the return of such dispensing equipment (if applicable) Dispense Equipment relating to such Products are supplied by Customer to its 3rd party customer on the same terms as those set out in clause 5.

6.1 The price payable for the Products (excluding Products supplied for export) shall be as stated in Supplier's current price list at the date of delivery unless otherwise agreed in writing by Supplier. Any price quotation or order which is only valid for a period of 14 working days from its date of issue after which Supplier may alter such quotation (or any part of it) without notice to Customer.

6.2 All prices stated by Supplier (whether generally or in any Customer specific document) shall be inclusive of all taxes, duties, levies, interest and will be reviewed by Supplier at least once in each calendar year. In particular (and without limiting the foregoing) prices are subject to alteration to reflect changes to supplier pricing, supply chain costs, duties, taxes, levies, interest, transport, freight and other costs, and costs imposed on Supplier pursuant to a deposit return scheme, customs clearances and/or foreign exchange rates.

6.3 Customer acknowledges that the price of the Products may vary from time to time and that the price of the Products may vary from time to time and that the price of the Products may vary from time to time and that the price of the Products may vary from time to time.

6.4 Where Products are supplied under bond, Customer shall be responsible for any duties and shall ensure Supplier fully indemnified against any liability, deduction, contribution, assessment or claim incurred as a result of Customer's failure to fulfil these obligations. Where Products are supplied for export, published and published price list shall apply in respect of all such duties.

6.5 Subject to clause 6.6, and unless otherwise agreed in writing by Supplier, the price of the Products is inclusive of all duties, standard packaging and delivery and exclusive of any special inspection or delivery requirements (including, without limitation, emergency deliveries) any additional transportation costs imposed by law or regulation and value added tax, all of which shall be for the account of Customer.

6.6 Where Products are supplied under bond, Customer shall be responsible for any duties and shall ensure Supplier fully indemnified against any liability, deduction, contribution, assessment or claim incurred as a result of Customer's failure to fulfil these obligations. Where Products are supplied for export, published and published price list shall apply in respect of all such duties.

6.7 Supplier reserves the right to refuse to supply Products to any Customer who is not a reputable wholesaler and is purchasing Products from Supplier at a price which is significantly below the current market price. Products are being purchased by Customer for retail sale to end consumers at an outlet owned and operated by Customer (each an "Outlet") and if the Products are sold otherwise than in an Outlet Supplier reserves the right to clawback any discounts (including, without limitation, any listing fees and/or marketing support) granted in respect of such Products and charge the full price stated in Supplier's then current price list in respect of those Products.

7. Payment
7.1 Supplier may invoice Customer at any time before delivery or collection of the Products and Customer shall make payment in pounds sterling in cleared funds prior to the date of such delivery or collection to the account stated in Supplier's invoice. Customer acknowledges that any amounts due to Customer shall be payable to Supplier within 28 days of Customer having made Supplier aware of the error.

7.2 All amounts due to Supplier shall be paid in full by Customer without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Time for payment shall be of the essence of the Contract.

7.3 All amounts payable by Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Supplier to Customer, the VAT amount, as notified in writing by Supplier to Customer, shall be payable to Supplier within 28 days of Customer having made Supplier aware of the error.

8.1 Supplier may, at its sole discretion, establish a credit account for Customer. Any credit account will be subject to Supplier completing credit reference or other enquiries to its satisfaction. A credit account shall only be operated in accordance with the terms and conditions of a credit facility which will be available to Customer and shall be subject to any additional terms and conditions notified by Supplier. Supplier shall be entitled, at its sole discretion, to refuse or at any time withdraw a credit account without giving reason and without prejudice to any other rights of Supplier.

8.2 If Customer has a credit account pursuant to clause 8.1, Customer shall make payment in full for the Products in pounds sterling and in cleared funds in accordance with the credit terms and on the date set out in Supplier's invoice. Supplier shall be entitled to refuse to deliver any Products to any customer after delivery or collection of the Products.

8.3 Supplier may at any time and at its sole discretion demand security or suitable guarantee for or to vary the terms or method of payment before delivery of the Products to Customer in satisfaction of any Order notwithstanding any subsisting agreement to provide credit to Customer.

9. Money Laundering
9.1 Supplier reserves the right to require confirmation of the identity of Customer in advance of the delivery or collection of the Products in accordance with Regulations 2007 as amended (or similar type of legislation in any applicable jurisdiction) and to withhold Products until receipt of such confirmation.

10. Non-Payment
10.1 Customer must immediately notify Supplier in writing if it disputes an invoice and shall continue to pay the undisputed portion of such invoice in accordance with clauses 7 and 8.

10.2 Customer shall make any payment when due to Supplier in accordance with these Terms (save where any invoice is disputed by Customer in accordance with clause 10.1), without prejudice to Supplier's other rights. Customer shall pay interest on the overdue amount at the rate of 8% per annum (including any arrears) from the date of the invoice being due.

10.3 Interest shall accrue on a daily basis from the date due until payment of the overdue amount whether before or after judgment and Customer shall pay the interest together with the overdue amount. Upon an account being passed to the debt collectors for collection, Supplier shall be entitled to levy an additional collection charge of 5% on such Customer accounts in addition to any interest and legal charges payable.

10.4 Any discount, incentive, or benefits given to Customer are subject to payment being made by Customer on or before the date specified. In the event of late payment Supplier shall be entitled to remove any discount, incentive, or benefits (including those applied on any other Orders) and re-invoice Customer for the Products at the full price stated in Supplier's then current price list.

10.5 Any credit and/or discount granted to Customer for any reason shall be subject to additional charges as may be notified by Supplier from time to time. Supplier reserves the right to request on demand any alternative form of payment or to cancel any accounts and terms. Customer shall indemnify Supplier against any loss, damage or expense incurred by Supplier in seeking to recover such sums payable by Customer and/or in repossessing Products belonging to Supplier.

10.6 If payment is to be made by instalments, the failure of Customer to pay any instalment shall entitle Supplier to demand immediate payment of a repudiation of the whole Contract by Customer and to recover damages for breach of Contract and the full balance outstanding on any account between Supplier and Customer shall become immediately payable.

10.7 Supplier reserves the right to request on demand any alternative form of payment or to cancel any accounts and terms. Customer shall indemnify Supplier against any loss, damage or expense incurred by Supplier in seeking to recover such sums payable by Customer and/or in repossessing Products belonging to Supplier.

11. Suspension or Cancellation
11.1 Customer's Insolvency Type Event, defaults in any payment or otherwise is in breach of its obligations to Supplier under a Contract (or Supplier reasonably believes that Customer will) then, without prejudice to any other rights or remedies, Supplier may without penalty and by notice to Customer:
11.1.1 immediately suspend or cancel delivery of any Products under any Order (including stopping any Products in transit); and/or
11.1.2 terminate any uncompleted part of a Contract.

11.2 Supplier reserves the right to suspend or terminate a Contract. Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, Supplier shall submit an invoice, which shall be payable to Supplier on receipt. In addition, Supplier may, without prejudice, be entitled to any discounts (retrospective or otherwise), listing fees and/or marketing support in relation to unpaid invoices, and any discounts (retrospective or otherwise), listing fees and/or marketing support which have

accrued but not yet been paid will be cancelled and any rights to these shall automatically cease.

12. Recovery of Products
12.1 If Customer experiences an Insolvency Type Event or if Customer fails to make any payment when due to Supplier in accordance with these Terms, Supplier shall be entitled to demand immediate payment of any sums owed to it and to enter or appoint a contractor to enter the premises where Products may be (without prior notice), and repossess and dispose of any Products owned by Supplier in order to discharge any sums owed to it under this or any other Contract.

12.2 require Customer not to resell or part with possession of any Products owned by Supplier until Customer has paid in full all sums owed to Supplier under this Contract or any other contract.

12.3 Supplier reserves the right to its intention to recover the Products pursuant to clause 12.1. Customer's rights under clause 4.4 shall immediately cease and Customer shall continue to be solely responsible for the Products in accordance with clause 4.5 until such time as the Products have been returned to Supplier.

13. Customer's Obligations
13.1 Customer shall:
13.1.1 at all times store, handle, use and sell the Products in accordance with all applicable laws and regulations and all applicable laws and regulations from time to time (including without limitation ensuring compliance with those regulations relating to health and safety, bribery, corruption and the environment);

13.1.2 ensure that the terms of the Order and any Customer Materials (as defined in clause 15) are complete, accurate and meet requirements;

13.1.3 be responsible for checking and verifying the suitability of the Products (including any barcoding) and for its own stock control and rotation of stock;

13.1.4 provide Supplier (including its employees, agents and contractors) with access to Customer's premises and other facilities as reasonably required by Supplier to deliver the Products;

13.1.5 ensure that the Products, until resold, remain in the Containers in which they are sealed and all labels, nameplates, reference marks and numbers and instructions are not removed, altered or covered at any time;

13.1.7 comply with all applicable laws, statutes, regulations and codes (including, but not limited to, the Portman Code) from time to time in force; and

13.1.8 comply with any additional laws, regulations or requirements that may be notified by Supplier from time to time.

13.2 If requested by Supplier, Customer shall give all reasonable assistance and cooperation in locating and recovering any defective Products and preserving their condition. Customer shall ensure that all reasonable procedures adopted by Supplier and use all reasonable endeavours to ensure that its customers co-operate in a similar manner.

13.3 Customer shall indemnify Supplier against all liabilities, costs, expenses, damages, losses or other claims incurred by Supplier or its group of companies arising out of or as a result of Customer's breach of warranty or breach of its obligations under these Terms.

14. Quality of Products
14.1 Supplier warrants to Customer complying with its obligations under the Terms, Supplier warrants that the Products will correspond with any description given in its price list or specification (subject to clause 14.2), be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with all applicable legislation governing the sale of products in the United Kingdom.

14.2 Supplier reserves the right to amend the specification of any Product (whether already agreed with Customer or otherwise) to reflect any changes made by the producer or manufacturer of the Product without notice.

14.3 Without prejudice to clause 7.2, Customer must notify Supplier immediately of any defects in Product and not later than two days upon becoming aware of such defect. Any Products identified with a defect must be made available to Supplier for inspection or returned to Supplier at Customer's own expense (in its original condition and packaging), as Supplier may require.

14.4 Supplier shall at its discretion either refund the purchase price or provide a replacement of any Product notified to it as defective pursuant to clause 14.3. Except as expressly stated in writing, any such replacement shall be given in respect of a defective Product. No refund, credit or replacement will be given for any out of date Products.

14.5 Except as provided for in these Terms, there are no warranties, express or implied, in relation to the Products (including, without limitation, any title. In particular, all terms and warranties which would otherwise be implied by statute or under common law (including, without limitation, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 13, 14 and 15 of the Sale of Goods (Amendment) Act 1993) are hereby excluded to the fullest extent permitted by law.

15. Intellectual Property Rights
15.1 Customer acknowledges that Supplier reserves all intellectual property rights in any trademarks, trade names, service marks, patents, designs or logos (including but not limited to copyright, registered and unregistered design rights, registered and unregistered trade marks and confidential know-how). Except for the honest use of any trade marks to identify and promote the Products, Customer may not use any such rights without Supplier's express written consent.

15.2 Customer warrants that it has authority to supply any materials, designs and specifications (together "Customer Materials") provided by it to Supplier and that it has authority to supply any such materials, designs and specifications to any third party. Customer grants to Supplier a non-exclusive licence to use the Customer Materials.

16. Limitation of Liability
16.1 The Supplier's entire liability in respect of the Contract,
16.2 Nothing in these Terms shall limit liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any consequential loss or damage arising out of or as a result of infringement of the Contract.

16.3 Supplier shall, subject to clause 16.2, under no circumstances be liable for any loss of anticipated profit, loss of revenue or savings, loss of business, loss of goodwill, business interruption, any economic loss, any indirect, special or consequential loss or damage of any kind (including, without limitation, any breach or non-performance of any of its obligations under a Contract or from the supply of or intended use of the Products, even if Supplier has been advised of the possibility of such potential loss).

16.4 Supplier's liability pursuant to clause 16.2, be liable for any loss, damage, claim, cost or expense arising from Customer's failure to comply with its obligations under clause 13 or for any loss or damage caused to or suffered by Customer as a direct or indirect result of the supply of the Products by Supplier being used in connection with a third party's supply chain to the same. Under no circumstances shall the control of Supplier including, without limitation, any export or import restrictions, quota, prohibition, changes to taxes, duties levies, customs clearances or circumstances affecting the provision of all or any part of the Products to the Customer be used as a defence or means of mitigation.

16.5 Supplier shall not be liable for any delay or non-performance of its obligations arising from any causes beyond its reasonable control (including without limitation: act of God, governmental act, industrial action, war, adverse weather conditions, force majeure, strike, lock-out or means of mitigation).

16.6 Supplier's total liability to Customer shall not, subject to clause 16.2, exceed the price paid for the Products with respect to which the claim is made. Supplier's liability shall be limited to the amount of any such claim (including negligence), misrepresentation, breach of statutory duty, or otherwise, arising under or in connection with the Contract.

16.7 Unless Customer notifies Supplier that it intends to make a claim within the notice period, the Supplier's liability shall be limited to the amount of any such claim (including negligence), misrepresentation, breach of statutory duty, or otherwise, arising under or in connection with the Contract.

16.8 This clause 16 shall survive termination of the Contract.

17. General
17.1 Supplier has a zero tolerance approach to violence, physical, verbal sexual or psychological harassment, bullying, abuse or threat, whether in person, on the phone or contained in any correspondence, and reserves the right to terminate any Contract it may have if Customer's personnel subject Supplier's personnel or anyone involved in Supplier's supply chain to the same.

17.2 The Contract constitutes the entire agreement and understanding of the parties and supersedes all previous oral or written representations, undertakings and agreements relating to the Products. All information contained in Supplier's price list or specification shall be subject to the provisions of these Terms and form part of the Contract. The sale of Products shall not be a sale by sample. Supplier's employees and agents are not authorised to make representations or give undertakings relating to the Products or the meaning of these Terms. Customer shall ensure that any representations made to Supplier on the basis of any representations that are not expressly incorporated in the Contract.

17.3 The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of the remaining terms or rights under a Contract. Customer shall ensure that any representations made to Supplier on the basis of any representations that are not expressly incorporated in the Contract.