

Conditions of Sale

1. **DEFINITIONS AND INTERPRETATION**
- 1.1 In these Conditions, the following words shall have the following meanings:
 - 4.1 "**Affiliate**" means any Group Company of the Company.
 - 4.2 "**Agreement**" - the contract between the Company and the Customer for the sale and purchase of Goods which incorporates these Conditions;
 - 4.3 "**Business Day**" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
 - 4.4 "**Company**" LWC Drinks Limited (Company number 07677007) whose registered office is at Greenside Way, Chadderton, Middleton, M24 1SW;
 - 4.5 "**Conditions**" – these terms and conditions of sale set out in this document;
 - 4.6 "**Control**" – means control as defined in section 416 of the Income and Corporation Taxes Act 1988;
 - 4.7 "**Customer**" – means the person, firm, company or other legal entity to whom the Goods are supplied and to which the invoice, order acknowledgement or delivery note is addressed;
 - 4.8 "**Force Majeure Event**" - means an event, circumstance or cause beyond a party's reasonable control;
 - 4.9 "**Goods**" – any and all of those beers, wines, spirits, ciders, soft drinks and other articles and services specified in the Order being supplied to the Customer by the Company;
 - 4.10 "**Group**" - for a party, all group undertakings of that party ("group undertaking" having the meaning given to it under section 1161(5) of the Companies Act 2006) and any reference to a "**Group Company**" means any such group undertaking;
 - 4.11 "**Intellectual Property Rights**" - patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including without limitation know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including without limitation all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all rights of action, powers and benefits arising from ownership of any such rights, including without limitation the right to sue for damages and other remedies in relation to all causes of action arising before, on or after the date of this Agreement;
 - 4.12 "**Order**" – any order placed by the Customer to purchase Goods from the Company;
 - 4.13 "**Parties**" – the Company and the Customer.
- 1.2 In these Conditions, the following rules apply:
 - 1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.2 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; and
 - 1.2.3 a reference to "**writing**" or "**written**" includes email.
2. **BASIS OF SALE**
- 2.1 Any Order constitutes an offer by the Customer to purchase the quantity and type of Goods referred to in the Order in accordance with these Conditions, which the Company shall be entitled to accept or reject at its discretion.
- 2.2 The Customer acknowledges that by placing an Order with the Company it is bound by these Conditions and all other terms and conditions, whether express or implied, are hereby excluded (to the extent permissible under English law) in their entirety. In particular, these Conditions shall prevail in the event of any conflict between these Conditions and any terms and conditions which appear on the Customer's order form or on or in any other communication passing between the Parties.
- 2.3 No variation or amendment to these Conditions shall be binding unless agreed in writing by a director of the Company and a duly authorised representative of the Customer.
- 2.4 Any samples, descriptions, advertising and/or marketing materials provided by the Company are intended as guidance only and are only intended to give a general approximation of the Goods in question. They shall not form part of the Agreement or have any contractual force.
- 2.5 The Customer acknowledges that the Company may at any time discontinue or change its range of Goods without liability to the Customer.
- 2.6 The Company shall not be responsible for the procurement of any licences, consents or permissions required for the ownership and/or use of the Goods. The Customer shall be responsible for obtaining the same prior to delivery of the Goods.
- 2.7 Any quotation given by the Company shall not constitute an offer.
3. **GOODS**
- 3.1 The Goods are described in the Order.
- 3.2 The Company reserves the right to amend the specification of the Goods if required by an applicable statutory or regulatory requirements or as amended by the manufacturer of such Goods.
4. **DELIVERY**
- 4.1 Any time or date for delivery of the Goods given by the Company shall only be an estimate. The Company shall use its reasonable endeavours to comply with such estimated time or date for delivery, but time of delivery shall not be of the essence and the Company shall not be held liable for any loss or damage howsoever resulting to the Customer by reason of delay in delivery. The Company 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 the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
 - 4.2 The Company shall be entitled to determine, in its reasonable opinion, the actual method, date and time of delivery and will not be obliged to deliver Goods outside mainland England, Scotland and Wales. Delivery of the Goods shall be deemed to take place when the Goods arrive at the address designated for delivery.
 - 4.3 The Customer shall ensure that the Company (or its agent or carrier as applicable) shall have sufficient access to the designated premises for delivery to enable safe and proper delivery of the Goods. If this obligation is not fulfilled by the Customer, the Company may charge the Customer for any additional costs and expenditure incurred by the Company as a result of such failure.
 - 4.4 The Company shall be entitled but not required to deliver the Goods in instalments and to invoice the Customer for each instalment. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
 - 4.5 If the Customer refuses or fails to accept delivery of the Goods at a time when the Company could reasonably expect the Customer to take delivery then, without prejudice to any other right or remedy available to the Company, the Company may:
 - 4.5.1 withhold delivery of any other Goods;
 - 4.5.2 store the Goods until actual delivery is made and charge the Customer for the costs (including insurance) of storage; and/or
 - 4.5.3 sell the Goods at the best price readily obtainable and (after deducting all storage and selling expenses) give the Customer a credit of such amount against the price payable for such Goods under the Agreement; and in any case shall be entitled to charge interest (both before and after judgment) on the price payable for the Goods under the Agreement at 8% above the base rate from time to time of National Westminster Bank plc from the date of delivery until the date on which the Goods are actually received by the Customer.
 - 4.6 The Company shall have no liability to the Customer in respect of damage to the outside packaging containing the Goods where it appears damaged on receipt by the Customer, or where fewer than the number of Goods indicated on the delivery note are actually received by the Customer, unless the Customer notifies the Company of such damage or short delivery in writing received by the Company within two days of receipt of the Goods or invoices as appropriate otherwise than merely by a note on the delivery note.
 - 4.7 If the Goods have not been delivered despite receipt by the Customer of the Company's invoice relating to them, then unless the Customer notifies the Company within 7 days after the date of such invoice no claim against the Company may be made in respect of non-delivery of those Goods.
 - 4.8 If the Company agrees that the Customer has a valid claim for any damage caused to Goods during transit or short delivery, the Company's only obligation in respect of such loss or damage shall, at the Company's option, be to:
 - 4.8.1 make good any damage or short delivery of the Goods;
 - 4.8.2 replace such damaged Goods which have been returned to it by and at the expense of the Customer; and/or
 - 4.8.3 in either case make a full refund in respect of such Goods; and such making good, replacement or refund shall be the Customer's sole remedy in respect of any claims it has for any damage caused to Goods during transit or short delivery.
 - 4.9 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
 - 4.10 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within two days of the date when the Goods would in the ordinary course of events have been received.
 - 4.11 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the Agreement rate price against any invoice raised for such Goods.
5. **PRICES AND PAYMENT**
- 5.1 The prices of the Goods shall be as featured in the Customer's bespoke price list as provided to the Customer by the Company in any format from time to time.
- 5.2 The Company may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 5.2.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, brand owner increases, movement of the Retail Prices Index and increases in labour, materials and other manufacturing costs);
 - 5.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered;
 - 5.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.
- 5.3 Where the Company elects to deliver the Goods via a third party courier in accordance with Condition 4.2, the Customer shall be responsible for such third party courier delivery costs including any packaging, insurance and transport costs. The Company may charge a delivery fee where an Order does not exceed the minimum value threshold, as determined by the Company from time to time. In addition to all amounts payable under the Agreement, the Customer shall pay all applicable taxes including value added tax.
- 5.4 Commodities may be available in single bottles, except where stated otherwise in the Company's price list, but these may be subject to a surcharge.
- 5.5 Container sizes quoted in the Company's price list and on any other documentation are trade descriptions only and are not intended as a guarantee of the actual volume of the Goods within the container.
- 5.7 The Company may invoice the Customer for the Goods on or at any time after the completion of delivery. Payment for the Goods shall be made in accordance with the written correspondence between the parties (including any approved

- credit facilities) and in absence of such correspondence, payment for the Goods shall be made by the Customer by cash (or by cheque if the prior agreement of the Company has been obtained) on delivery and prior to the unloading of the Goods (unless otherwise agreed by the parties in writing from time to time). If the Customer disputes any invoice issued by the Company it shall notify the Company in writing within 14 days of the date of the invoice, specifying the reasons for disputing the invoice.
- 5.8 The Customer shall not deduct from the price of the Goods (and related costs charged by the Company) any other monies due or claimed to be due to the Customer from the Company in respect of the Agreement or any other contract.
- 5.9 Deposit charges on containers must be paid for at the time of delivery and will be credited in full when the containers are returned to the Company in good condition.
- 5.10 If the Customer fails to make payment in accordance with the Conditions the Company shall be entitled without further notice to:
- 5.10.1 terminate this Agreement immediately upon written notice and any other contract with the Customer or suspend all further deliveries of Goods;
- 5.10.2 charge the Customer interest in accordance with the 'Late Payment of Commercial Debt Interest act 1998' from the date payment was due until the date on which payment is made;
- 5.10.3 request all other sums due from the Customer to be paid immediately;
- 5.10.4 charge the Customer for any third-party charges incurred by the Company in connection with any failure to make payment, including but not limited to legal costs and bank charges for rejecting or presenting cheques; and/or
- 5.10.5 withdraw the credit facility granted to the Customer by the Company (as applicable).
- 6. WARRANTIES AND LIABILITY**
- 6.1 Subject to Condition 4.6, the Company warrants that the Goods shall be delivered to the Customer in a materially undamaged condition and free from any material defects.
- 6.2 If any of the Goods are defective and are covered by the warranty in Condition 6.1 above the Company shall at its sole option either supply replacement Goods or refund the price which has been paid by the Customer for the defective Goods. Such replacement or refund shall be the Customer's sole remedy in respect of any claims it has under the warranty given by the Company in Condition 6.1 above. These Conditions shall apply to any replacement Goods supplied by the Company.
- 6.3 Except where expressly provided by these Conditions the Company gives no warranties, conditions, guarantees or representations as to the quality or fitness for a particular purpose of the Goods and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing are hereby excluded.
- 6.4 Nothing in these Conditions shall exclude or limit the Company's liability for:
- 6.4.1 death or personal injury caused by its own negligence;
- 6.4.2 fraud or fraudulent misrepresentation; or
- 6.4.3 any other liability which the Company is not permitted to exclude or limit as a matter of law.
- 6.5 Subject to Condition 6.4 and except as expressly provided by these Conditions, the Company shall not be liable, howsoever arising, including without limitation in connection with or arising out of the design, manufacture, supply, use of or otherwise relating to the Goods (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), for any:
- 6.5.1 loss of anticipated profits and/or damage to goodwill;
- 6.5.2 pure economic and/or other similar losses;
- 6.5.3 special damages;
- 6.5.4 aggravated, punitive and/or exemplary damages;
- 6.5.5 consequential losses and/or indirect losses;
- 6.5.6 loss and/or corruption of data; and/or
- 6.5.7 business interruption, wasted overheads, loss of business, loss of contracts and/or loss of opportunity.
- 6.6 Subject to Condition 6.4 and 6.5, the Company's total aggregate liability in connection with an Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), including without limitation liability to the Customer for any direct physical damage to tangible property, shall not exceed £100,000.
- 6.7 Subject to Condition 6.4, 6.5 and 6.6 no action, regardless of form, arising out of the transaction under the Agreement may be brought by the Customer more than two years after the cause of such action has accrued.
- 6.8 The Company provides all product information in respect of the Goods, including ingredients, nutritional guides, allergens and/or dietary advice ("**Product Information**"), in good faith. The Company shall use its reasonable endeavours to ensure the Product Information is up-to-date and accurate.
- 6.9 Subject to Condition 6.8, the Company shall not be responsible for any inaccuracies or omissions in the Product Information.
- 7. INDEMNITY**
- The Customer shall indemnify the Company in respect of all actions, claims, demands and expenses related to damage, injury or loss occurring to any person or property and which has arisen from the condition or use of the Goods or of any of the property referred to in Condition 8 below to the extent that such damage, injury or loss shall have been occasioned partly or wholly by the act, omission, negligence or wilful default of the Customer, its servants or agents or by any breach by the Customer of its obligations to the Company under these Conditions.
- 8. PROPERTY OF COMPANY/SUPPLIER**
- All containers including but not limited to bottles, cases, kegs, cylinders and pallets in or upon which the Goods are supplied shall remain the property of the Company or of the Company's supplier (as the case may be) and the Company shall be entitled to charge the Customer a deposit for the safekeeping thereof. If the Customer fails to return such items upon request or returns them in a damaged condition, any deposit may be forfeited in whole or in part and the
- Company shall in addition be entitled to charge the Customer the balance of the cost of any replacement thereof or repair thereto.
- 9. RISK AND TITLE**
- 9.1 Risk of loss of or damage to the Goods shall pass to the Customer on delivery (or in the case the Customer wrongfully failing to take delivery of the Goods the time when the Company has tendered delivery of the Goods) and the Customer shall insure the Goods from that time until ownership of and title to them passes to the consumer.
- 9.2 Despite earlier delivery of the Goods, ownership of and title to the Goods shall be retained by the Company until such time as the Customer shall have paid the Company for the Goods, together with the price of any other goods which are the subject of any other contract with the Company, and until that time the Customer acknowledges that it is in possession of the Goods solely as bailee in a fiduciary capacity for the Company. The Customer shall keep the Goods separate from goods which belong to the Customer and to third parties and ensure that such Goods are properly stored, protected (and insured) and clearly marked as the Company's property.
- 9.3 The Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells or otherwise disposes of the Goods before that time:
- 9.3.1 it does so as principal and not as the Company's agent;
- 9.3.2 title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs;
- 9.3.3 the Customer shall hold the entire proceeds of sale of such Goods whether tangible or intangible, including insurance proceeds, for and on behalf of the Company until the Company has received payment in full and shall keep all such amounts separate from any monies or property of the Customer and third parties and, in the case of tangible proceeds, properly stored and protected and insured. The Customer shall maintain records of the persons to whom it sells or disposes of such Goods and of the payments made by such persons for those Goods and will allow the Customer to inspect those records and the Goods themselves on request. The Customer shall be entitled to trace the proceeds of sale or otherwise of such Goods.
- 9.4 For the avoidance of doubt, the Goods and all other goods supplied to the Customer by the Company which are in the Customer's possession shall be presumed to belong to the Company unless the Customer can prove otherwise.
- 9.5 Until ownership of and title to any Goods owned by the Company passes to the Customer (and providing the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up such Goods to the Company and, if the Customer fails to do so immediately, to enter upon any premises owned or occupied by the Customer or any third party where such Goods are stored and repossess them. The Customer shall procure that any third party, which holds such Goods, shall permit the Company to take possession of them and shall indemnify the Company and keep the Company indemnified against any and all liability, which it may incur to such third party in connection with taking or attempting to take possession of them. The Company shall be entitled to use or dispose of such Goods as it wishes.
- 10. OWNERSHIP OF THE BRAND**
- 10.1 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Goods shall remain at all times in the absolute ownership of the Company (or of the Company's suppliers as applicable).
- 10.2 No right or licence is granted to the Customer in respect of the Intellectual Property Rights used by or subsisting in the Goods, except the right to use or resell the Goods in the Customer's ordinary course of business.
- 10.3 Any and all goodwill derived from the Customer's use of the Intellectual Property Rights shall accrue to the Company (or the Company's suppliers as applicable).
- 10.4 The Customer shall not apply for registration of or obtain any Intellectual Property Rights used by or subsisting in the Goods.
- 10.5 The Customer undertakes at the request and expense of the Company to bring into effect or do all acts and execute all documents which may be necessary to confirm the title of the Company to the Intellectual Property Rights used by or subsisting in the Goods whether in connection with any registration of that title to design right or trademark or other similar right or otherwise.
- 11. TERMINATION**
- 11.1 Without prejudice to any other right or remedy the Company may have, the Company shall be entitled to terminate the Agreement (or any other contract that the parties may have entered into for the supply of Goods) or suspend deliveries of the Goods forthwith by notice in writing if:
- 11.1.1 the Customer commits any material breach of any of these Conditions (whether in relation to this Agreement or any other contract to which the parties have entered into), persistently repeats a breach or commits any material breach and fails to remedy it within 7 days of receipt of notice of the breach requiring remedy of the same (and for the avoidance of doubt and without prejudice to any other rights the Company may have, failure to pay sums when due shall be considered a material breach);
- 11.1.2 the Customer becomes the subject of any voluntary arrangement, receivership, administration, liquidation or winding-up; or
- 11.1.3 the Customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- 11.1.4 the Customer becomes the subject of any distraint, execution or other similar process; or
- 11.1.5 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing its own affairs or becomes a patient under any mental health legislation; or
- 11.1.6 the Customer ceases or threatens not to carry on business; or
- 11.1.7 the Company reasonably believes that any of the events mentioned in Conditions 10.1 to 10.6 above is about to occur and notifies the Customer accordingly;

11.1.8	the Customer fails to make any payment when due; or		clients or suppliers of the other party or of any Group Company of the other party, except as permitted by Condition 17.3 of these Conditions.
11.1.9	the Customer undergoes a change of Control,		Each party may disclose the other party's confidential information:
11.2	The Company shall be entitled to terminate the Agreement for any reason whatsoever by giving no less than 14 days' written notice to the Customer.	17.2	to those of its employees, officers, representatives or advisers who need to know
11.3	Should the Agreement be terminated under any, some or all of Condition 11.1, the Company reserves the right to charge the Customer for any loss of profit as a direct result of having to terminate the Agreement and for any surplus Goods which were due to be delivered to the Customer but for the termination and which the Company using its reasonable endeavours cannot resell.	17.2.1	such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 17; and
11.4	On expiry or termination of the Agreement for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and sums in respect of Goods delivered but not yet invoiced and interest.	17.2.2	as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
11.5	Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.	17.3	Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
11.6	Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.	18.	DATA PROTECTION
12.	MISTAKES AND INFORMATION	18.1	For the purposes of this Condition 18 the following definitions shall apply:
	The Company reserves the right to amend any clerical, administrative or computer processing error which appears in the Company's invoice, order acknowledgement, delivery note, or other documentation issued by it.		"Business Contact Data" means the business contact information of personnel engaged by either party to this Agreement, specifically the name, business telephone number, business email address, business postal address and/or the job title of such personnel; the Data Protection Act 2018, the UK GDPR, GDPR, any relevant law implemented as a result of GDPR and ePrivacy Law;
13.	WAIVER		"Data Protection Laws"
	No realisation, forbearance, delay or indulgence by either party in enforcing any of these Conditions or the granting of time by either party to the other shall prejudice, effect or restrict the rights and powers of the said party, nor shall any waiver by either party of any breach of these Conditions operate as a waiver of any subsequent or any continuing breach of these Conditions.		"ePrivacy Law" Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC including the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law;
14.	HEADINGS		"GDPR" Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; and
	The headings in these Conditions are for convenience only and shall have no effect on the interpretation thereof.		"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
15.	GENERAL		
15.1	The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The parties agree that they have not entered into the Agreement in reliance on any promise, assurance, representation, warranty, details and/or specification (whether in writing or not) that is not expressly set out in the Agreement. Nothing in the Agreement shall exclude liability for any fraudulent statement and/or act made prior to the date of the Agreement.	18.2	The expressions "personal data" , "controller" , "processor" and "process" bear the meaning given to that expression in GDPR.
15.2	Each of the parties acknowledges and agrees that the only remedy available to it for breach of the Agreement shall be for breach of contract under the terms of the Agreement and it shall have no right of action against any other party in respect of any promise, assurance, representation, warranty, details and/or specification (whether in writing or not) that is not expressly set out in the Agreement.	18.3	The parties acknowledge and agree that for the purposes of this Agreement:
15.3	The Customer shall not assign, transfer, dispose of or subcontract (or purport to do any of the above in respect of) any of its rights or obligations under the Agreement without the prior written consent of the Company.	18.3.1	each party is a controller for the personal data it processes in connection with this Agreement;
15.4	The Company shall be entitled to perform any of its obligations under the Agreement through any Affiliate. In such circumstances:	18.3.2	each party is responsible for its own compliance with its data protection obligations under Data Protection Laws with regard to its processing of personal data; and
15.4.1	any reference to "the Company" or "LWC" in the Agreement shall be interpreted as a reference to the relevant Affiliate to the extent applicable to the obligations performed by such Affiliate; and	18.3.3	the only personal data to be transmitted between the parties is Business Contact Data.
15.4.2	any payment owed to the Company by the Customer under the Agreement in respect of such obligations performed by the Affiliate shall instead be payable by the Customer to the relevant Affiliate in accordance with the terms of this Agreement unless the Company notifies the Customer otherwise in writing. For the avoidance of doubt, the Customer shall be responsible to pay the price for the Goods to the entity (being either LWC or an Affiliate) stated on the delivery note.	18.4	If a party (the "Disclosing Party") discloses Business Contact Data to the other party (the "Recipient Party"), the Disclosing Party shall ensure that such disclosure is lawful.
15.5	None of the terms and conditions of the Agreement shall be enforceable by any person who is not a party to it. This shall not apply to any Affiliate who the Company consents to being able to enforce the Agreement in addition to the Company. The rights of any third party to enforce the Agreement may be varied and/or extinguished by agreement between the parties without the consent of any third party.	18.5	The Recipient Party shall only process the Disclosing Party's Business Contact Data:
15.6	Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Agreement by giving seven days' written notice to the affected party.	18.5.1	to the extent necessary to perform its obligations under this Agreement or as is otherwise necessary to comply with a legal obligation; and
15.7	If any provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this Condition shall not affect the validity and enforceability of the rest of the Agreement.	18.5.2	in compliance with Data Protection Laws.
15.8	Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Company and the Customer, constitute either party the agent of the other party or authorise either party to make or enter into any commitments for or on behalf of the other party.	18.6	In the event that Condition 18.3.3 becomes or will become inaccurate or incomplete before the expiry or termination of this Agreement, the parties agree to negotiate in good faith to vary this Agreement as soon as reasonably practicable in order to: (i) reflect the personal data being transmitted between the parties; and (ii) ensure that the transmission and processing of such personal data complies with all applicable requirements under Data Protection Laws.
16.	GOVERNING LAW AND JURISDICTION	19.	Notices
	This Agreement shall be governed by and construed in accordance with English law and any disputes shall be referred to the Courts of England and Wales.	19.1	Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:
17.	CONFIDENTIALITY	19.1.1	delivered by hand or by pre-paid first-class post or by a signed-for next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
17.1	Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers,	19.1.2	sent by email to enquiries@lwc-drinks.co.uk in respect of LWC and the email address specified in the Order in respect of the Customer.
		19.2	Any notice shall be deemed to have been received:
		19.2.1	if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the correct address;
		19.2.2	if sent by pre-paid first-class post, at 09:00 on the second Business Day after posting;
		19.2.3	if sent by a signed-for next working day delivery service, at the time recorded by the delivery service; and
		19.2.4	if sent by email, at 09:00 on the next Business Day after transmission.
		19.3	This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.