

- 1 DEFINITIONS**
- 1.1 In these Conditions unless the context otherwise requires:  
**AI:** means artificial insemination;  
**Breeding Stock:** means pigs supplied by JSR for breeding purposes;  
**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.  
**Buyer:** means any person or firm who purchases Products from JSR;  
**Conditions:** means these terms and conditions of sale as amended from time to time;  
**Contract:** means a contract made by JSR and the Buyer for the sale and purchase of the Products subject to these Conditions;  
**Cash Flow Advice:** means any advice given by JSR to the Buyer in relation to the preparation of agreed cash flow forecasts.  
**Equipment:** means any equipment or materials supplied by JSR to the Buyer;  
**Force Majeure Event:** means any circumstances beyond a party's control, including but not limited to government action, criminal acts by third parties, fire, flood, road, rail or air accidents, disease, strikes or other disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.  
**Intellectual Property Rights:** means any patent, genetics, copyright, registered design right, trade mark or other industrial or intellectual property right in respect of the Products and application of the Products;  
**JSR:** means JSR Genetics Limited a company incorporated and registered in England and Wales with company number 03902341 whose registered office is at Southburn Office, Southburn, Driffield, East Yorkshire, YO25 9ED;  
**Price:** means the price for the Products;  
**Products:** means any pigs, semen and/or Equipment supplied by JSR to the Buyer under the Contract;  
**Order:** means the Buyer's order for the Products, as requested by phone, as set out in the Buyer's purchase order form, the Buyer's written acceptance of JSR's quotation, or overleaf, as the case may be.  
**Service Date:** means the first date on which gilts or sows, the subject of a Contract, are inseminated;
- 1.2 Construction. 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; and  
1.2.4 a reference to writing or written includes faxes and e-mails.
- 2 ACCEPTANCE OF ORDERS**
- 2.1 Any Order by the Buyer for Products shall be subject to these Conditions and the Buyer accepts that these Conditions shall govern all relations between the Buyer and JSR to the exclusion of any other terms including without limitation any conditions or warranties whether written or oral, expressed or implied (except those warranties set out in these Conditions) or contained in any of the Buyer's documents which purport to provide that the Buyer's terms of business shall prevail.  
2.2 The Order constitutes an offer by the Buyer to purchase the Products in accordance with these Conditions. The Buyer 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 and a Contract shall come into existence only when JSR has confirmed in writing its acceptance of the Order (via an order acknowledgment or otherwise) or has supplied the Products (whichever is earlier). The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of JSR which is not set out in the Contract.  
2.4 Any samples, drawings, descriptive matter, or advertising produced by JSR are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.  
2.5 No variation or qualification of any quotation or Order shall be valid unless agreed in writing by a director of JSR and a duly authorised representative of the Buyer.  
2.6 JSR may accept Orders placed against quotations within twenty-one (21) days of the date of the quotation. No quotation shall constitute an offer by JSR.
- 3 CANCELLATION OF ORDERS**
- 3.1 Subject to clause 3.2, JSR will accept a cancellation of an Order in writing given directly to the relevant sales representative whose name and contact details appear on the Order provided that such cancellation is received by JSR no less than seven (7) weeks before the agreed date of delivery.  
3.2 Cancellation of Orders relating to 'in-pig' gilts and sows must be received in writing before the first Service Date.  
3.3 If the Buyer serves a written cancellation notice within seven (7) weeks of the agreed delivery date or after the Service Date (in respect of 'in-pig' gilts and sows) the Buyer will be liable to JSR for full payment of the Price less any sum received by JSR from the re-sale of the Products or their carcasses plus a sum to cover the full administrative cost to JSR of disposing of the Products.
- 4 DELIVERY AND RISK**
- 4.1 JSR shall deliver the Products to the location set out in the Order or such other location as the parties may agree. Delivery of the Products shall be completed on the Products arrival at the agreed delivery location.  
4.2 JSR shall ensure that each delivery of the Products is accompanied by a delivery note which shows the Order number, all relevant JSR reference numbers, the type and quantity of the Products and special storage instructions and/or comments (if any).  
4.3 Unless agreed otherwise in writing by JSR, the Products shall be at the Buyer's risk immediately upon:  
4.3.1 the Products (except semen) arriving at the Buyer's delivery address and being made available for unloading, which shall be the responsibility of the Buyer; or  
4.3.2 in the case of Products that are semen, on arrival at the Buyer's delivery address if being delivered/posted by JSR; or on collection from JSR's premises if being collected by or on behalf of the Buyer.  
4.4 Where the Products are sold at a minimum live weight, this shall be the weight at the time of despatch from JSR's premises. JSR has no liability for weight loss during transit.  
4.5 All dates given by JSR for delivery are approximate only and time for delivery shall not be of the essence. JSR shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Buyer's failure to provide JSR with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.  
4.6 In the event of any delay in despatch or delivery of the Products which is attributable to the Buyer's acts or omissions the Buyer shall pay the Price to JSR in accordance with these Conditions and the Products will be treated as having been delivered at the time that delivery had been agreed. Any extra costs and expenses or weight gain incurred arising from or in connection with the delay shall be added to the Price, which the Buyer shall pay.  
4.7 JSR reserves the right to meet any Order in any number of separate consignments on different delivery dates and at different weights and to invoice the Buyer for each separate consignment as it is delivered. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.  
4.8 If having supplied the Products in more than one consignment JSR is unable for any reason whatsoever to supply the remaining Products, then JSR may give written notice to the Buyer confirming this and the Contract shall be deemed to be varied by mutual consent to take into account the quantity of Products delivered, without any further claim being made against JSR by the Buyer but without prejudice to the right of JSR to be paid in full for those Products already delivered to the Buyer.
- 5 PAYMENT**
- 5.1 Unless agreed otherwise in writing, payment shall be due:  
5.1.1 for deliveries in the UK, in full and in cleared funds within 30 days from the date of the invoice; and  
5.1.2 for non-UK deliveries, by confirmed irrevocable letter of credit, the terms of which must be approved by JSR, not less than 14 days prior to the start of any quarantine period the Products may be required to undertake, or despatch from the UK, whichever is the earlier.  
5.2 JSR accepts payment by bank transfer (preferred), direct debit or cheque. If JSR has agreed to payment by instalments, the number of instalments shall be agreed in advance and the final instalment shall be due no later than 30 days after the invoice date.  
5.3 JSR shall be entitled to disapply any previously agreed discounts for the Products if any invoice has not been paid in full in accordance with Clause 5.1 above.  
5.4 Interest shall be charged on all outstanding invoices at a rate of 4% per annum above the base rate of the Bank of England from time to time, compounded monthly both before and after judgment from the due date for payment until actual payment of the overdue amount.  
5.5 Time for payment shall be of the essence. JSR may withhold all future deliveries of the Products if there are any outstanding unpaid invoices due to JSR, without JSR incurring any liability whatsoever in respect of any losses incurred by the Buyer by reason of or connected to such delay.  
5.6 A charge of £20 will be charged to the Buyer in respect of each cheque which is not honoured on presentation.
- 5.7 Except as required by law, the Buyer shall not be entitled to deduct or withhold any part of the Price and the Buyer shall not be entitled to any legal, equitable or other right of set-off against JSR in any circumstances whatsoever.
- 6 PRICE**
- 6.1 The Price shall be:  
6.1.1 in the case of Products that are semen, the price set out in the Order; and  
6.1.2 in the case of Products (except semen) the price shall be calculated (in accordance with SPP) with reference to the weight of the pigs at the time of dispatch.  
6.2 JSR may amend the Price to reflect any increase in the cost of the Products that is due to any request by the Buyer to change the delivery date(s), quantities or types of Products ordered.  
6.3 All Prices quoted or agreed for the Products do not include carriage or other transport charges, haulage or other costs and expenses which will be added to the Price in the appropriate amount. The Price is exclusive of VAT, which shall be paid by the Buyer in addition on receipt of a valid VAT invoice.  
6.4 Any amount that the Buyer owes to JSR under this agreement whether now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent, may be set off from any amount due to the Buyer from JSR under this agreement. Any exercise by JSR of its rights under this clause 6.4 will not prejudice any other right or remedy available to it, whether under this agreement or otherwise.
- 7 RETENTION OF TITLE**
- 7.1 Notwithstanding delivery and the passing of risk in the Products to the Buyer, ownership of and title to:  
7.1.1 the Products; and  
7.1.2 any progeny of or arising from the Products, shall not pass to the Buyer until JSR has received cleared funds in full payment of the Price and any other sums then due to JSR by the Buyer. If payment is made in respect of any particular Product and any other sums are then due to JSR by the Buyer then title will subsequently pass once all payments are brought up to date.  
7.2 Until such time as ownership in the Products passes to the Buyer in accordance with Clause 7.1 above, the Buyer shall:  
7.2.1 hold the Products as JSR's fiduciary agent and bailee; and  
7.2.2 where the Products are semen the Buyer shall hold the progeny arising from the semen as JSR's fiduciary agent and bailee.  
7.3 Until title to the Products is transferred to the Buyer:  
7.3.1 the Buyer shall keep the Products (in the case of pigs) properly housed, fed, watered, protected, medically treated and insured;  
7.3.2 the Buyer shall maintain and replace where lost or damaged any ear tags on the Products and shall leave any tattoo on the Products intact and also keep at the premises where the Products are located such records as will enable JSR to easily and readily identify the Products; and  
7.3.3 JSR may inspect the Products or any part of them on the Buyer's premises in respect of which title remains with JSR along with any relevant documentation at any time upon not less than 24 hours' notice.  
7.4 If title in the Products has not yet passed to the Buyer in accordance with clause 7.1 and the Buyer fails to make a payment which has fallen due under these Conditions, becomes subject to any of the events listed in clause 14.3 (or JSR has reason to believe that the Buyer may become subject to such events), or the Buyer is otherwise in breach of these Conditions, JSR shall be entitled at any time to require the Buyer to:  
7.4.1 deliver up the Products; and  
7.4.2 any progeny of the Products to JSR;  
and, if the Buyer fails to do so immediately, to enter upon any of the Buyer's premises or those of any third party where the Products are located and repossess them in whole or in part and upon the exercise of the rights in this clause by JSR or its agent the Buyer's entitlement to resell the Products shall immediately cease.  
7.5 The Buyer shall not be entitled to pledge or in any manner charge by way of security for any indebtedness any of the Products until the terms of clause 7.1 have been satisfied in respect of each Product to be so pledged or charged but if the Buyer does so (in breach of this clause 7.5) then all monies owing by the Buyer to JSR under the Contract or any other contract shall (without prejudice to any other right or remedy of JSR) become immediately due and payable.  
7.6 The Buyer agrees with JSR that any cost and expense incurred by the Buyer of feeding and otherwise maintaining the Products ultimately recovered by JSR under this Clause 7 shall be forfeited by the Buyer.  
7.7 Any part of the Products which is semen (whether separately supplied or coming from a Boar supplied by JSR), shall only be used by the Buyer to inseminate the Buyer's own pig stock and the Buyer agrees that it shall not give, sell or otherwise transfer any semen forming part of the Products to any third party. If the Buyer breaches this clause 7.7, the Buyer shall indemnify JSR against any claims, losses and/or damages resulting from the same, including but not limited to the damage that such a breach has in respect of JSR's Intellectual Property Rights and any loss of profits from lost sales.  
7.8 JSR shall have the right to examine the Buyer's books and records relating to the Products and any progeny for the purposes of ascertaining that the information which is being provided to JSR has been provided accurately. The Buyer hereby grants to JSR and its professional advisers a right of access to the Buyer's premises, systems and information on the giving of reasonable notice during normal business hours. JSR and its professional advisers shall have the right to take copies of any financial books and records they reasonably require and the Buyer shall provide all necessary facilities free of charge.
- 8 COMPLAINTS AND CREDITS**
- 8.1 The Buyer must inspect the Products upon delivery, and notify JSR in writing to the UK Sales Director within 24 hours of delivery in respect of any defects in the Products which would be apparent to a reasonably prudent buyer with experience and competence in such products upon a reasonable inspection of the Products upon delivery.  
8.2 In the event of any complaint about any or all of the Products, the Buyer must write to JSR stating the delivery date, invoice number, pig tag and/or ear tattoo number and/or batch number of the Products and the precise nature of the complaint. On receipt of a complaint, JSR may at its discretion send a field officer or an agent to assess the validity of the complaint.  
8.3 If the complaint is about an AI boar being functionally unsound or incapable of performing as an AI boar after proper isolation and acclimatisation as set out in Clause 9 below, or if other pigs do not comply with the warranties set out in Clause 10, below JSR reserves the right to authorise slaughter of any relevant pig following notification to the Buyer and may issue a credit for the invoiced cost of the pig less (in the case of a pig) the slaughter value.  
8.4 In the event of a complaint by the Buyer based on the incapacity of an AI boar to perform as an AI boar, JSR reserves the right to require that AI boar to undertake additional training and testing before JSR is obligated to issue credits and authorise slaughter, unless it can be proved by the Buyer that the relevant AI boar is untrainable.  
8.5 In the event of a complaint by the Buyer that any semen supplied does not comply with the warranties set out in Clause 10, the Buyer must return the sample in question to JSR before the expiry date. JSR reserves the right to inspect the sample and if it finds that it does not comply with the relevant warranties, JSR may either, issue a credit for the invoiced cost of the semen or may supply the Buyer with a replacement sample. All warranties relating to semen shall become null and void if the semen is not stored in accordance with any instructions and/or is not used by the expiry date.  
8.6 JSR will not issue a credit for dead or slaughtered pigs unless the complaint procedure set out in Clauses 8.1 to 8.6 inclusive has been followed and a post-mortem report certified by the Buyer's veterinarian states that there was a defect in the pig that rendered it incapable of breeding and producing progeny after the required period of isolation and acclimatisation.  
8.7 Notwithstanding Clauses 8.3, 8.4 and 8.6 above, JSR will only issue credits or replacements if the relevant complaint is received within the times set out below and JSR is satisfied that the Buyer has a valid complaint:  
8.7.1 24 hours from the time of despatch in the event of non-delivery of semen provided that a guaranteed delivery service has been requested;  
8.7.2 72 hours after delivery based on the structural soundness of an AI boar not related to dysfunctionality or capacity of performing;  
8.7.3 80 days after delivery based on the incapacity to perform as an AI boar;  
8.7.4 30 days after delivery regarding the quality of semen; or  
8.7.5 as soon as is practicable after discovery of the facts giving rise to the complaint and in any event no later than 150 days after delivery regarding gilts and natural service boars in respect of defects which are not covered by clause 8.1.  
8.8 Any credits issued in respect of any complaints shall be set off against any sums due to JSR by the Buyer and any balance will be paid to the Buyer.
- 9 ISOLATION AND ACCLIMATISATION OF ANIMAL PROCEDURE**
- 9.1 The Buyer acknowledges and agrees that in order to maximise the growth and breeding potential of the Products the Buyer shall isolate the Products (where the Products are pigs) in a clean pig facility physically separate from all other animals for at least 6 weeks from the date of delivery and shall follow all of the recommendations of its veterinarian for isolation and release of the Products after the end of the isolation period. The Buyer will not commence acclimatisation procedures until the expiry of the isolation period. If the Buyer is in breach of the obligations set out in clauses 9.1 to 9.3 inclusive the warranties given by JSR in clauses 10.2 – 10.5 (inclusive) shall be null and void.  
9.2 The Buyer agrees to test the Products (at the Buyer's expense) for pathogens or disease whilst the Products are in isolation.  
9.3 The Buyer shall acclimatise the Products and shall follow all of the recommendations of the Buyer's veterinarian in respect of the release of the Products following acclimatisation.

- 10 WARRANTIES**
- 10.1 JSR warrants that the Products (where these are pigs) have either been:
- 10.1.1 owned by JSR or a member of its group for at least 30 days prior to delivery; or
- 10.1.2 acquired by JSR from a farm which operates in accordance with health and genetic standards stipulated by JSR from time to time.
- 10.2 All AI boars will be capable of being trained to approach, mount and leave an AI dummy and will be capable of performing as AI boars after training.
- 10.3 All gilts over 5 months old sold by JSR to the Buyer shall be fit for breeding purposes provided that the Buyer complies with JSR's recommendations for isolation and acclimatisation referred to in Clause 9 of these Conditions.
- 10.4 All boars and gilts sold to the Buyer which are under 5 months old are excluded from the warranty given in Clause 10.3 above.
- 10.5 Where the Products constitute semen, the semen shall conform to industry standard guidelines (or any other standards agreed with the Buyer from time to time) at the time of delivery to the Buyer.
- 10.6 JSR does not warrant the health status of the Products, or of the progeny resulting from the Products.
- 10.7 JSR does not warrant that the gilts or sows administered with the semen will produce progeny.
- 10.8 These Conditions contain all the warranties given to the Buyer by JSR in respect of the Products. To the extent permitted by law all other express or implied conditions, representations or warranties are expressly excluded.
- 11 ACKNOWLEDGEMENTS**
- 11.1 The Buyer acknowledges and agrees that:
- 11.1.1 it is an experienced pig breeder and knows that organisms which cause pig diseases, namely "pathogens", are present in every pig herd, including those herds of JSR, and in semen;
- 11.1.2 new and different pathogens and diseases may arise at any time and JSR will, when possible, provide the Buyer with technical information relating to pathogens which JSR considers to be significant;
- 11.1.3 outbreaks of diseases in pigs and pig herds are caused by many factors, in addition to the presence of pathogens, for which there may be no immunisations, treatments or remedies; and
- 11.1.4 its veterinary advisor has been given the opportunity to contact JSR's veterinary advisor prior to despatch of the Products to enquire about the health status of the Products and the Buyer's veterinary advisor shall be deemed to have satisfied himself, as agent for the Buyer, in consultation with JSR's veterinary advisor, as to the health status of the Products and the Products' suitability to be supplied to the Buyer.
- 11.2 The Buyer acknowledges and accepts that the Products may be delivered by JSR with Products ordered by third parties, although JSR agrees that when delivering to multiple locations it shall do so in declining health status order to try to minimise any risk of cross-infection of diseases.
- 11.3 Except as provided in clause 11.4 the Buyer acknowledges and agrees that any pigs and their progeny sold to the Buyer pursuant to a Contract, which are being sold for the production of slaughter pigs, shall not be employed for the production of Breeding Stock and if such pigs are employed as Breeding Stock then JSR shall be entitled to claim the sum of £500 per pig employed in this manner and £500 for each and every progeny arising therefrom and the Buyer hereby agrees to pay such amounts on demand from JSR.
- 11.4 Where the Products supplied are described as "grandparent stock", the Buyer accepts that such Products may be used to produce parent stock only for the Buyer's own use and that the progeny of grandparent stock may only be sold to a third party for immediate slaughter.
- 11.5 Where JSR provides any Cash Flow Advice, the Buyer acknowledges and agrees that the Buyer shall be solely responsible for the production and accuracy of all information provided to JSR in connection with such matters. All Cash Flow Advice is only advice based on JSR's experience in such matters and JSR shall not be responsible for the actual results achieved. All liability in respect of such matters are hereby expressly excluded in so far as is legally permissible. JSR provides no warranty that any result or objective can or will be achieved or attained at all or by a given completion date or any other date.
- 12 LIMITATION OF LIABILITY**
- 12.1 Nothing in this agreement limits or excludes the liability of JSR for:
- 12.1.1 death or personal injury resulting from negligence;
- 12.1.2 fraud or fraudulent misrepresentation by JSR;
- 12.1.3 any other matter in respect of which it would be unlawful for JSR to limit or exclude.
- 12.2 Subject to clause 12.1, JSR shall not be liable to the Buyer, whether in contract, tort (including negligence) or for breach of statutory duty or misrepresentation, or otherwise, for any:
- 12.2.1 loss of profit;
- 12.2.2 loss of goodwill;
- 12.2.3 loss of business;
- 12.2.4 loss of business opportunity;
- 12.2.5 loss of anticipated saving;
- 12.2.6 loss or corruption of data or information; or
- 12.2.7 special, indirect or consequential damage suffered by the other party that arises under or in connection with the Contract.
- 12.3 Subject to clause 12.1, JSR's total liability to the Buyer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products in relation to which the claim arises.
- 12.4 Subject to clause 12.1 and other than direct losses incurred arising from a breach of the warranties set out in Clause 10 above JSR shall not be liable in respect of any claims by the Buyer arising from:
- 12.4.1 the supply of any Products or any part of them or any defect in the Products or any part of them;
- 12.4.2 any advice or information provided by JSR together with any advice given in Clause 11.5;
- 12.4.3 the failure of gilts and sows to conceive, settle, farrow or produce progeny;
- 12.4.4 the supply of, use of, resale of or slaughter of, pigs which are the subject of a medication withdrawal period at the time of delivery to the Buyer;
- 12.4.5 birth and/or genetic defects in any progeny;
- 12.4.6 the failure of natural service boars to beget offspring or the failure of AI boars to perform as such; and
- 12.4.7 where the Products constitute semen, the failure of semen to produce progeny.
- 13 INTELLECTUAL PROPERTY**
- 13.1 The Buyer acknowledges that any and all of the Intellectual Property Rights used or embodied in or in connection with the Products or any part of the Products are and shall remain vested in JSR.
- 13.2 If new inventions, designs, processes or genetics evolve in the performance or as a result of any Contract the Buyer acknowledges that all Intellectual Property Rights in these shall belong to JSR unless otherwise agreed in writing by JSR.
- 13.3 The Buyer shall indemnify JSR fully against all direct and indirect losses, costs, claims, damages and expenses incurred by JSR arising from or in connection with any unauthorised use or exploitation of the Intellectual Property Rights arising from or in connection with any act or omission of the Buyer or its employees or agents.
- 14 TERMINATION**
- 14.1 Where the Buyer has placed an Order for supply the of Products "until further notice" or at a minimum quantity or value per month, quarter or other periodic interval, the Buyer shall be required to give JSR not less than six calendar months' notice in writing to terminate such Order.
- 14.2 JSR may (without prejudice to any of its other rights hereunder) terminate any Contract immediately by written notice if the Buyer becomes subject to any of the events listed in clause 14.3.
- 14.3 For the purpose of clause 14.2, the relevant events are:
- 14.3.1 the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 14.3.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 14.3.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- 14.3.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- 14.3.5 (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- 14.3.6 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- 14.3.7 (being an individual) the Buyer is the subject of a bankruptcy petition or order;
- 14.3.8 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 14.3.9 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3.1 to clause 14.3.8 (inclusive);
- 14.3.10 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 14.3.11 the Buyer's financial position deteriorates to such an extent that in JSR's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- 14.3.12 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 14.4 Without limiting its other rights or remedies, JSR may suspend provision of the Products under the Contract or any other contract between the Buyer and JSR if the Buyer becomes subject to any of the events listed in clause 14.3, or JSR reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 14.5 Upon termination of the Contract for any reason all unpaid invoices rendered by JSR to the Buyer shall become immediately payable.
- 14.6 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 14.7 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect, including clauses 0, 7, 8, 10, 11, 12, 13, 14.5, 14.6, 14.7, 16 and 17.
- 15 FORCE MAJEURE**
- JSR shall not be liable to the Buyer if it is unable to perform any of its obligations under a Contract by reason of a Force Majeure Event and the time for performance of such obligations shall be extended until the Force Majeure Event has passed, provided that JSR gives written notice of the Force Majeure Event to the Buyer promptly after it has knowledge of the same. If such inability continues for a period of six consecutive calendar months or more JSR (but not the Buyer) may terminate this Contract by giving the Buyer not less than 28 days' written notice.
- 16 GENERAL**
- 16.1 Each of the parties acknowledges that, in entering into a Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Contract. Nothing in these Conditions excludes liability for fraud.
- 16.2 The Buyer may not assign, transfer or part with any of its duties or obligations under the Contract without JSR's prior written consent.
- 16.3 The failure of either party to exercise or enforce any rights conferred in these Conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- 16.4 If a Court finds that any provision of these Conditions is invalid, illegal or unenforceable, that provision or part - provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 16.5 If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were removed, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.
- 16.6 All notices under these Conditions are to be given in writing by hand, by email, first class post to JSR at the address stated in these Conditions and to the Buyer at the address given on the Order unless otherwise specified or agreed in writing. Notices shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by e-mail, one Business Day after transmission.
- 16.7 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 17 LAW AND JURISDICTION**
- The Contract and these Conditions shall be governed and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.