

These Terms & Conditions form a contract in relation to the provision of warehousing, distribution, data and ordering services, and other services between Octavian Wine Services Ltd ('Octavian') and the person or company who contracts for the services of Octavian (the 'Customer'). The Registered Address of Octavian is Octavian, Eastlays, Gastard, Nr. Corsham, Wiltshire SN13 9PP. The Company Registered Number is 7768056.

Octavian operate under the standard Conditions of Contract of the United Kingdom Warehousing Association February 2006 ('UKWA'), and the Road Haulage Association Limited Conditions of Carriage 1998 ('RHA'). Attention is drawn in particular to the exclusions and limitations of liability contained in those conditions, as amended below. In the event of any inconsistency between those conditions and the present Terms & Conditions, the latter shall prevail.

1. PROVISION OF INFORMATION

Octavian rely upon accurate and timely provision, by the Customer, of information relating to products, receipts, despatches, stockholding, orders, delivery profile and HM Revenue & Customs ('HMRC') documentation. Delivery information must include accurate postcodes and telephone numbers. All rates and charges will be subject to an annual review, and will be subject to inflationary and other increases. Octavian may require the Customer to submit one month prior to the Annual Review a profile of business levels for the forthcoming twelve month period. Octavian reserve the right to review the rates and charges (and pass onto the Customer additional costs incurred as a result) if the profile of the business defined by the information provided varies materially from that originally agreed and / or experienced in a previous period.

2. TRANSFER OF UNDERTAKINGS

'Directive' means the Acquired Rights Directive (Council Directive 77/187/EEC as amended by Council Directive 2001/23/EEC) (as amended from time to time);

'Previous Service Provider' means any person (other than the Customer) carrying out activities comprising or relating to the provision of logistics services for the Customer;

'Regulations' means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time);

Unless previously notified by the Customer to Octavian in writing or acknowledged by Octavian to the Customer in writing, Octavian believe that entering into a contract or otherwise agreeing or arranging to commence or provide logistics services under these Terms & Conditions does not amount to a relevant transfer for the purposes of the Regulations and / or the Directive and, as such, that no person employed or engaged by either the Customer or a Previous Service Provider will be or become employed by Octavian following the commencement of such a contract or other agreement or arrangement.

Unless otherwise agreed in writing by the Customer and Octavian, if as a result of the application of the Regulations and / or the Directive any contract of employment of any employee of the Customer or Previous Service Provider does or shall or may have effect as if originally made between such an employee and Octavian then:

- i) Octavian and the Customer shall (as appropriate) notify in writing and consult with the other [and with the relevant employee, and (if relevant) their appropriate representatives] in good faith regarding the status and employment of any such employee;
- ii) If the parties fail to reach agreement on a course of action within 14 days following such written notification, Octavian may terminate the employee's employment immediately;
- iii) The Customer will indemnify Octavian, in respect of all costs, claims, fines, penalties, liabilities, and expenses of any nature suffered by or claimed against Octavian arising out of or in connection with such contract of employment and / or the termination thereof, including but not limited to claims brought by any employee, trade union, staff association or by any other employee representatives (within the meaning of the Regulations) or any other persons.

3. ALCOHOL LICENSING AND OTHER LAWS

The Customer warrants that it shall comply in all respects with the Licensing Act 2003 (as from time to time amended, extended or re-enacted, and any regulations made under it) and with all other statutes, statutory instruments, laws, bye-laws, rules, regulations and all other instruments or requirements having the force of law within the United Kingdom so far as they are applicable to the Customer ('Laws') and that it will perform the contract such that no liability is incurred by Octavian under such Laws.

It is a potential offence to deliver alcohol to an individual under the age of 18. The Customer warrants that it has in place procedures to ensure that Octavian are not instructed to make deliveries of alcohol to individuals under 18 and will indemnify Octavian, its agents, subcontractors and / or employees against any losses, claims, costs, fines, penalties, expenses and liabilities, howsoever caused, arising from such deliveries. Octavian reserves the right to not deliver or release alcoholic goods where it is believed that the recipient is under the age of 18.

4. CUSTOMER INSTRUCTIONS

Octavian may rely on any instruction, order, commitment, notice or request ('Instructions') of any person who is or is reasonably believed by Octavian to be a person designated or authorised by the Customer to give such Instructions, whether such Instructions are oral or in writing, electronic or otherwise. The Customer authorises Octavian to accept and act upon all Instructions without taking any further steps to ensure the authenticity of such Instructions or the authority of the person giving such Instructions, (notwithstanding that such Instructions may conflict with or are in any way inconsistent with any other Instructions received by Octavian from the Customer).

In respect of any Instructions, the following provisions shall apply:

- i) The Customer shall be responsible for the accuracy of all Instructions.
- ii) Instructions given to Octavian shall not take effect unless actually received by Octavian.
- iii) Instructions shall continue in full force and effect until cancelled or superseded.
- iv) Octavian may treat any apparent Instructions as new Instructions unless they are clearly indicated to be confirmations of earlier Instructions.
- v) The Customer is responsible to assess the measure of security applicable to Instructions and shall take reasonable care to ensure that Instructions are secure and that unauthorised access to the Octavian Online website is prevented.
- vi) Octavian may (but shall be under no duty) at its absolute discretion refuse to act on any Instruction including, without limitation, where such Instructions are incomplete or ambiguous or not given in the form customarily used by the Customer and / or which are not in writing.
- vii) Octavian may at its absolute discretion and without incurring any liability whatsoever refuse to implement a Customer Instruction for any reason and will attempt but shall not be obliged to notify the Customer of such a refusal.
- viii) Octavian shall be under no obligation to cancel or amend any Instructions after receipt should the Customer so request, although Octavian shall use its reasonable endeavours to act on requests from a Customer for cancellation or amendment of such Instructions prior to execution.

5. RECEIPT OF GOODS

The palletised rate will apply to single product lines received on standard 1000mm x 1200mm four way entry pallets, stacked to a height not exceeding 1450mm. Any goods received that do not meet these criteria will be charged at the loose rate or other appropriate handling rate.

Octavian will provide the Customer with a Confirmation of Receipt of Stock. It is the responsibility of the Customer to ensure that the details contained within this document are correct as Octavian is unable to accept any financial liability for the input of incorrect data.

Octavian will only accept goods on behalf of the Customer if accompanied by valid, appropriate documentation. Discrepancies will be notified to the Customer as soon as practicable. The Customer will ensure that all their suppliers or agents book loads in with the Octavian Goods-In department at least three working days in advance of the desired delivery date.

Octavian reserve the right to:

- i) Refuse delivery or levy a late receipt surcharge, if deliveries arrive 45 minutes later than the specified booking in time, or fail to arrive altogether.
- ii) Refuse delivery or levy a shot load surcharge if a load is not received in good order.
- iii) Charge part cases at the appropriate full case rate.
- iv) Split a case containing more than one product and charge accordingly.

Unless otherwise instructed, Octavian will not open cases in order to verify the number of bottles and that the description on the bottle labels corresponds with the accompanying paperwork. Octavian will endeavour to identify where cases are "non-original" cases, but are not responsible if any are not identified. If Octavian identify that the cases are "non-original" cases, or at the Customer's request, Octavian will open cases for a charge per case to record and verify that the description on one of the bottle labels corresponds with the accompanying paperwork. At the

Customer's request and for a further charge per bottle, Octavian will verify that the label on each bottle in the case corresponds with the accompanying paperwork.

Octavian cannot and do not check the authenticity of bottle labels or liquid in bottles received by Octavian, and cannot and do not check the quality of the contents including liquid, labels, corks and capsules.

To the extent that the contents of cases have not been verified by Octavian, Octavian cannot and will not be liable to the Customer or any other party for any losses however caused, if at a future date, it is discovered that the contents of the case are not as described in the delivery documentation or on the outside of the case.

Octavian will at the request of the Customer and for a charge per case undertake a "Condition Report". This will involve the case being retrieved from storage and photographs being taken and sent to the Customer so that the condition of the labels and neck levels can be viewed.

Octavian do not accept liability for a deterioration in the condition of the contents of the case (including liquid, labels, corks and capsules). Over time the condition of the contents of the case may deteriorate as a result of the natural ageing process. Octavian will not accept any liability for any missing capsules, corks or labels upon receipt checking.

Octavian reserve the right to levy a surcharge for 'high value receipts' to take account of the higher risk and / or cost of insurance and / or cost of special handling or storage arrangements.

For complex loads where it is not possible to check the load received whilst the haulier is waiting, the delivery note will be marked-up and signed to evidence this, and if Octavian find any subsequent discrepancies whilst booking the receipt on, they will notify the Customer but cannot be held liable for these.

6. STORAGE

Rent will be quoted and charged per week in advance (part weeks will be treated as a full week) with a working week being Sunday to Saturday. For private Customers on annual invoicing a full year's rent will be charged in advance. Such Customers are charged on a private Customer tariff for which no credit is given for rent on cases removed during an invoice year for the remainder of that year. Private customer tariff full year constitutes year or part thereof commencing 1 July to 30 June.

A report detailing the Customer's stock will be produced at the end of the last working day of each month, or for private Customer's on annual invoicing, annually. Octavian will undertake regular location checks and discrepancies will be reported to the Customer. The Customer or the Customer's authorised representative, with prior written agreement, will be granted access in order to undertake physical stock checks once each year.

7. ORDER PROCESSING

All orders must be received either in writing, by EDI or facsimile, or via the Octavian Online website by 12 noon (to be classed as day zero). Octavian will process up to a maximum number of orders per day, as agreed, in writing, with the Customer. Orders will not be processed until such time as the information regarding goods received has been landed onto Octavian's system. Octavian will use all reasonable endeavours to fulfil orders within the agreed delivery criteria, subject to acceptance by the consignee.

All Under Bond orders must state a valid bond address, accurate sales values and bond number, and will be fulfilled within the agreed delivery criteria subject to acceptance by the receiving warehouse.

Where an order has been received via the Octavian Online website Octavian will email a 'Confirmation of Receipt of Order' to the 'super user' nominated by the Customer. It is the responsibility of the Customer to ensure that the details contained within this document are correct as Octavian are unable to accept any financial liability for acting upon incorrect orders. Should the 'super user' fail to receive a Confirmation of Receipt of Order within one hour, then it is the Customer's responsibility to advise Octavian as soon as possible. If for any reason an order is rejected, an email explaining the reason for rejection will be sent to the 'super user' by Octavian and such an email will constitute and be accepted by the Customer as a valid confirmation that the order will not be complied with.

8. COLLECTIONS (from Octavian)

Where appropriate the Customer must ensure that their nominated carrier authorise Octavian to use the carrier's movement guarantee number for all underbond collections. Octavian will agree the date and time for collection with the Customer's carrier.

Orders requiring collection from the cellar that are received by 12 noon on day zero will be available for collection from Octavian on day three.

Storage charges will apply up to the time of collection with a part week treated as a full week. Octavian reserves the right to charge for collections. Any goods that have not been collected within three working days of the agreed collection date will be liable to be re-booked into stock, incurring additional RH&D and storage costs.

9. HMRC COMPLIANCE

Octavian and the Customer will comply with their respective relevant HMRC requirements. All orders processed, whether under bond or duty paid, must conform to all relevant regulations as laid down by HMRC. Octavian reserve the right to withhold the processing of orders if regulations are not complied with.

Where applicable it is the responsibility of the Customer to register with HMRC under the Warehouse keepers and Owners of Warehoused Goods Regulations 1999 (WOWGR). Failure to register will render such goods liable to seizure after the initial period (72 hours from receipt).

10. EXPORT ORDERS

Goods required for export must be received and receipted onto the Octavian system at least 48 hours prior to processing the order. Orders will be processed subject to compliance by the Customer with Octavian's standard procedures and indemnities.

For all movements outside the UK, the Customer shall indemnify and hold harmless Octavian, its agents and subcontractors against all losses, claims, costs, expenses and liabilities howsoever caused. Octavian shall be entitled at its discretion to require the relevant duty payable to be deposited with Octavian.

For export orders outside the EU, Octavian's Movement Guarantee will only be valid to the point of export from the EU, subject to the goods being transported by Octavian.

11. DUTY DEFERMENT

It is the Customer's responsibility to ensure their deferment facilities are sufficient to cover any duty liability appertaining to the movement of their goods. Where goods are liable to customs duty the Customer shall apply for Customs Freight Simplified Procedures (CFSP) with HMRC. It is the responsibility of the Customer to provide the relevant details in order to obtain authorisation for use of their deferment number.

Octavian's deferment account facilities can only be used if agreed in writing by an authorised representative of Octavian.

12. DELIVERIES

The Octavian delivery charges apply to deliveries between 8 am and 6 pm Mondays to Fridays. Octavian reserve the right to apply an order surcharge for any delivery times specified outside these hours.

Unless otherwise agreed in writing, Octavian's standard delivery criteria are that when an order has been received by 12 noon on day zero, delivery will be day three, excluding Highlands / Borders, offshore deliveries, and certain other difficult postcodes, details of which can be supplied on request.

For Export deliveries there will be a minimum seven day delivery period to the UK exit point.

Octavian will always use their reasonable endeavours to adhere to published delivery days and specified delivery times. However, Octavian can accept no liability for missed deliveries and must reserve the right to alter delivery days and times without notice.

The carrier used for deliveries will be at Octavian's discretion. The Customer will be notified, as soon as reasonably practical, of any delivery discrepancies. Where Octavian have not been at fault redeliveries will be chargeable. In the event of a delivery vehicle being delayed by more than one hour prior to unloading at a delivery point, howsoever caused, Octavian reserves the right to levy a charge. These charges are currently as follows - first hour £20 per 30 minutes or part thereof; second hour £25 per 30 minutes or part thereof; third hour £30 per 30 minutes or part thereof; additional hours £40 per 30 minutes or part thereof.

Octavian reserve the right to levy a surcharge for 'high value deliveries' to take account of the higher risk and / or cost of insurance and / or cost of special delivery arrangements. The Customer is responsible for notifying Octavian of any high value single consignments where the value of the consignment is in excess of £250,000 so that Octavian can make appropriate insurance and security arrangements. Octavian will not be liable for loss or damages to any single consignment in excess of £250,000 where the value has not been notified to Octavian in

advance and Octavian have accepted the order for delivery. Octavian will not be liable for any penalty charges raised by the consignee or point of delivery on the Customer or on Octavian, i.e. for early or late delivery, change of booking time, etc.

13. POINT OF DELIVERY

Drivers will only deliver to the entrance of the premises and will ensure the delivery is confirmed in their presence. If it is agreed that goods are to be carried into the premises, then this is at risk of the consignee and the Customer shall indemnify Octavian against any loss, damage and / or injury that may occur and Octavian shall be entitled to levy an additional charge.

It is the responsibility of the consignee to check the delivery and sign the delivery documentation which becomes the Proof of Delivery ("POD"). If the consignee signs the POD without checking the delivery or if the consignee insists on signing the POD but with the caveat "unchecked" (or similar wording to the same effect), that will be at his own risk and Octavian will not be liable for any shortages or damages. In any event, any discrepancies should be reported within 48 hours of receipt. If Octavian is required to leave the consignment at an unattended delivery point following a specific request from the Customer so that it is not possible to obtain a signed POD, Octavian cannot and will not accept any liability for the consignment being damaged or missing.

14. DELIVERY DOCUMENTATION

Octavian will provide a scanned image of the POD upon request. A charge may be levied if hardcopy POD's are requested. POD's will be stored for a maximum of six months. Octavian cannot guarantee the retrieval of POD's after this six month period and shall have no liability whatsoever for losses however caused arising from claims relating to such POD's or the non-return of.

15. UPLIFTS

The Customer will supply Octavian with written collection instructions, including a declaration of the value of each case of wine. Goods will be lifted as soon as practicable and the Customer must package them in a secure and suitable manner for transit. Standard lifts will be carried out from the threshold of the property unless otherwise instructed by you, the Customer. Octavian reserves the right to withdraw or apply additional costs to an uplift should the Customer fail to provide accurate details of the uplift. Octavian will undertake a case / pallet count for the consignment to be collected and will not be responsible for any product shortages or damages identified at that time. Furthermore, the driver will not check product descriptions or case contents against the instructions, i.e. if there are a number of bottles to be lifted the driver will only count the cases that the units are in, not the individual bottles. Octavian shall have no liability for the condition of the contents, including for missing / lost / damaged liquid, liquid levels, labels, corks, and capsules within each case and packaging until a physical check has been performed at the cellar. Octavian will not accept liability for loss or damage caused by incorrect packaging, product descriptions, or incorrect case contents. Octavian reserve the right to levy a surcharge for 'high value lifts' to take account of the higher risk and / or cost of insurance and / or cost of special lifts arrangements.

16. PALLETS

Unless otherwise agreed with the Customer, Octavian do not recognise or control the movement of GKN pallets, do not operate a one-for-one pallet exchange on receipt of goods, and do not have any liability to the Customer for pallets. Octavian reserve the right to charge the Customer for pallets provided by Octavian where goods are received loose, or have to be re-palletised because of poor quality or incompatible pallets, or to comply with HMRC requirements, or for any other valid reason. On the delivery of goods, unless otherwise agreed with the Customer, Octavian operate a one-for-one pallet exchange with the delivery point (consignee) and Octavian reserve the right to charge the Customer for pallets not handed over to Octavian as part of the one-for-one exchange.

17. GOVERNMENT LEGISLATION AND TRANSPORT CHARGES

Octavian reserve the right to pass on any increase in charges incurred as a result of:

- i) Changes in taxation imposed by the government on fuel, vehicle licences, VAT, etc.
- ii) Increases in commercial bulk fuel prices.
- iii) Increases in insurance premiums caused by changing market conditions.
- iv) The introduction of new (or changes to) employment legislation.

18. PAYMENT TERMS

Unless otherwise agreed in writing, payments must be made in full, without deduction, set off or counter claim within 30 days from date of invoice.

Octavian reserve the right to refuse the release of Customer stock pending receipt of cleared funds to ensure that the Customer's outstanding debt remains below the cost value of stock held by Octavian (the product lines to be withheld will be at the discretion of Octavian).

All charges are exclusive of VAT which is payable in addition, where appropriate, as defined by relevant VAT legislation.

Octavian reserve the right to exercise their statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if Octavian are not paid according to the above payment terms. Furthermore, Octavian reserve the right to set off any amount owing to the Customer against any amount owing from the Customer on any account where the amounts owing to Octavian are overdue.

The Customer gives full authority and agrees that Octavian may approach any third party in order to undertake credit references on the Customer at any time.

19. CLAIMS & LIABILITY

Octavian will only accept a claim for actual stock damaged or lost, once shortages have been offset against surplus stock. Claims must be submitted within 28 days of notification of such damage or loss. Octavian reserves the right to reject any claim received after this period. Octavian shall have no liability for claims related to individual or connected incidents with a value of £30 or less. No claims or legal proceedings (including any counterclaim) may be brought against Octavian unless they are issued and served within nine months of the event giving rise to the claim.

Where a Customer claim is subject to an insurance or other third party recovery by Octavian, Octavian cannot accept the claim until agreement has been obtained from the insurer or other third party responsible.

In no circumstances whatsoever shall Octavian be liable for fraudulent activities of the Customer, their employees, representatives, agents or persons and / or parties passing themselves off as the Customer, their employees or representatives or agents or be liable (in contract, tort, including for negligence and breach of statutory duty, or otherwise) for any loss (whether direct or indirect) of profits, goodwill or business opportunity or for any indirect, special or consequential loss including loss of profits, savings or revenues (whether or not reasonably foreseeable and even if Octavian have been informed of the possibility of the Customer incurring the same).

Octavian shall not be liable for any act or omission or delay or non-performance of any of its obligations caused by events beyond Octavian's power or control.

Where the contents of the cases have not been checked on inbound in accordance receipt of goods terms, Octavian shall not be liable for any losses or breakages which are subsequently notified and on investigation are deemed to have been in existence on inbound receipt.

The Customer shall indemnify and hold harmless Octavian against all damages, actions, claims, losses, costs (including all legal costs), taxes and expenses that are suffered or incurred by Octavian whether or not foreseeable or avoidable, which arise directly or indirectly from:

- i) any breach or alleged breach by the Customer of these Terms & Conditions; or
- ii) fraudulent activities of, or misuse by the Customer, their employees, representatives or agents or persons and or parties passing themselves off as the Customer, their employees representatives or agents; or
- iii) incomplete or incorrect delivery addresses supplied by the Customer.

Octavian shall not be responsible for the compatibility of software, equipment or systems supplied to the Customer by third parties and used in conjunction with the Octavian Online website.

Octavian shall not be in breach of this Contract in the event of failure to make available the Octavian Online website due to circumstances beyond its control.

20. INSURANCE

Octavian agree to purchase extended insurance coverage for their liability for a Customer's goods whilst in their custody or control for 'All Risks' of accidental physical loss and or damage, subject to standard policy terms and conditions. Specifically excluded (inter alia) from this insurance are loss and or damage and or expenses:

- i) attributable to wilful misconduct of, or any act of dishonesty committed or connived at by, the Customer or any associated company or employee thereof;
- ii) arising from deliberate act or omission of the Customer or any associated company or employee thereof, and which could reasonably have been expected by the Customer having regard to the nature and circumstances of such act or omission;

- iii) caused by depreciation other than as a result of damage forming the subject of a valid claim hereunder;
- iv) caused by inherent defect, wear and tear, nature of the subject-matter insured, gradual deterioration, atmospheric or climatic conditions, or the action of light;
- v) arising from loss of profit or indirect or consequential loss of any kind;
- vi) directly or indirectly caused or contributed to by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, nuclear component or radioactive material;
- vii) which is a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, revolution, rebellion, insurrection, military or usurped power, or civil strife arising there from, or any hostile act by or against a belligerent power;
- viii) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion;
- ix) which is due to confiscation, requisition, detention or destruction by or by order of any government, public or local authority;
- x) due to lack of or a defect in the title of the Customer or any past, present or future owner or purported owner;
- xi) directly or indirectly caused by any terrorist, terrorism or any person acting from a political motive;
- xii) directly caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

Octavian's liability shall be limited to the replacement or market value of the goods, whichever shall be the lower, subject to clause v) above

Octavian is not aware of the actual value of Customer's goods and gives no warranty that its insurance cover will be sufficient in the event of a catastrophic loss. This 'All Risks' extension is intended to cover Customers for loss of stock incurred during 'day to day' business activities and not a major loss caused by some catastrophic occurrence. In the event of claims exceeding the total sum insured by Octavian, a Customer's claim will be settled out of the total amount recovered from Octavian's insurer pro-rata in the proportion that the value of that Customer's claim bears to the total value of all Customer's claims.

'All Risks' cover is conditional upon the Customer not breaching Octavian's payment terms. In the event of a breach of Octavian's payment terms 'All Risks' cover will automatically cease without any notice to the Customer and Octavian's liability will revert to standard UKWA terms with an uplifted liability of £10,500 per tonne and without there being reinstatement unless this is communicated in writing to the Customer. No previous failure by Octavian to enforce this right or to advise the Customer of the withdrawal of the "All Risks" insurance shall be construed as a waiver of the right to withdraw "All Risks" insurance in accordance with this clause.

21. MIXED CASES

Octavian accept 'mixed cases' for storage at case rates where permitted by HMRC.

For duty paid 'mixed cases' received, unless otherwise instructed, Octavian will not open the cases in order to verify the contents. 'All Risks' cover will not apply to unchecked 'mixed cases', with any claims being subject to standard UKWA and RHA conditions.

If the Customer requires Octavian to open a duty paid 'mixed case', and for all under-bond 'mixed cases' received, they will be opened and checked for the number of bottles and that the description on the bottle labels corresponds with the accompanying paperwork, and a charge will be levied.

Where the contents of a 'mixed case' have been checked, the case will be recorded on the system as a 'mixed case', a photograph placed on Octavian Online and 'All Risks' cover will apply (individual products will not be recorded on the system).

22. RIGHT OF LIEN

Sufficient stock must be held in Octavian's warehouse at all times to cover all outstanding monies. In the event of failure by the Customer to pay any amount due to Octavian or to remove any of the goods from the custody or control of Octavian (notice in accordance with condition 7(I) of UKWA having been given), Octavian may, at the due time, without prejudice to their other rights and remedies against the Customer, give notice in writing of their intention to sell or otherwise dispose of the goods. The proceeds of the sale or disposal shall be remitted to the Customer after deduction for all expenses (including an administration charge) and all amounts due to Octavian from the Customer.

Where Octavian have been unable to contact the Customer and the Customer has not paid any invoices due for three years, Octavian reserve the right to sell the Customer's entire stock holding (whether Octavian have previously exercised their right of lien and sold stock or not). The proceeds of the sale or disposal shall be held for the Customer with no interest accruing for a minimum period of six years from the date of last contact with the Customer, after deduction for all expenses (including an administration charge) and all amounts due to Octavian from the Customer.

23. REMOVAL OF ENTIRE STOCKS

All monies due to Octavian by the Customer must be paid and cleared in full prior to the final release of goods with sufficient reclaimable value to cover any amounts owing by the Customer and suspended duty and VAT (the product lines to be withheld will be at the discretion of Octavian). Removal of entire stocks terminates the contractual relationship in its entirety between the Customer and Octavian.

24. ASSIGNMENT AND SUBCONTRACTING

Neither party may assign this Agreement without the prior written consent of the other. Octavian shall be entitled to subcontract its obligations under this Agreement.

25. OCTAVIAN ONLINE CONDITIONS OF USE

The Customer shall not do or cause or permit anything to be done that may infringe, damage or endanger any intellectual property right of Octavian.

Use of the Octavian Online website, the 'Website' is at the Customer's own risk. Whilst Octavian will take all reasonable steps to ensure the information contained on the Website is as accurate as possible, no warranty of any kind is given regarding the Website, its availability and / or any data provided. Octavian does not warrant the availability, accuracy, completeness, currency or reliability of the content or data on the Website. Octavian disclaims and excludes (to the extent permitted by applicable law) all warranties and conditions (including implied warranties and conditions) of satisfactory quality, fitness for a particular purpose and non-infringement and those arising by statute or otherwise in law or during a course of dealing or usage of trade.

The Customer agrees to comply with and obey all of the requirements as set out in the Octavian Online Super User Guide. The Customer shall ensure that the security measures within the Customer's control as set out in the Octavian Online Super User Guide are adequately and properly maintained.

Octavian reserve all rights to withdraw, amend or cancel the Website, with or without notice, and Octavian shall not be contractually bound to offer any service once it has been withdrawn, amended or cancelled.

Octavian reserve the right to suspend or terminate the Customer's account if it reasonably appears to Octavian that the Customer is in breach of any of the published Terms & Conditions.

All design, text, graphic, code and software on the Website is the property of Octavian or its licensors. Unless prior written agreement is obtained from Octavian, no Website data or content found, other than the Customer's stock data, may be reproduced, republished, distributed, posted, sold, transferred, linked to or modified. Use of the Website should not be construed as granting by implication, estoppel or otherwise, any licence or right to use any of the trade marks without Octavian's prior written permission. All intellectual property rights (including, but not limited to, patent, copyright, database rights, registered design, trade mark, trade name, know-how or industrial or intellectual property rights) and goodwill in and relating to the Website (including all components developed and produced for the Website including any up-dates, format, art direction, web design and content) shall be owned by Octavian. All third party-owned trademarks are acknowledged.

26. ELECTRONIC DATA INTERCHANGE (EDI)

Where the Customer and Octavian agree to exchange information by traditional EDI or other electronic messages, the presumption will be that this will be undertaken using Octavian's standard message formats. Octavian may (but will not be obliged to) agree to use different message formats, in which case the Customer will be charged a development cost for their set-up together with an on-going annual maintenance charge.

27. CONFIDENTIALITY

All business information disclosed by the Customer or Octavian to each other is confidential, and shall not be disclosed by either party, other than to employees, agents or sub-contractors of each, who reasonably require to know such information for the performance of their duties. This clause does not apply to information already in the public domain, or which comes into the public domain (other than through a breach of this clause), information which the other party is required by law to disclose, information where the party to whom the information relates expressly approves its disclosure, or information required to be disclosed in connection with any claim or legal proceedings in relation to these Terms & Conditions.

28. COMMUNICATIONS

All communications and notices concerning this agreement shall be in writing and shall be delivered to the registered office of the party concerned.

29. EFFECTIVENESS OF TERMS & CONDITIONS

These Terms & Conditions take effect from 1st May 2013 and supersede all previous versions that are now null and void.

Receipt of stock into a Octavian warehouse and / or use of Octavian Online is classed as acceptance of these Terms & Conditions by the Customer, unless otherwise agreed in writing by Octavian. Octavian reserve the right to alter these Terms & Conditions subject to 28 days notice being given to the Customer.

These Terms & Conditions are the complete and entire agreement between Octavian and the Customer (the 'Agreement') and supersede any prior understanding or agreements (whether oral or written) regarding the subject matter and may only be altered by a Director of Octavian in writing, or a service level agreement signed by an authorised representative of Octavian. Should there be any inconsistency or conflict between these Terms & Conditions and other published information or data, then these Terms & Conditions will supersede any such information.