Ritter Courivaud Ltd

IMPORTERS AND DISTRIBUTORS OF THE FINEST FOODS

Application for Customer Credit Account

Thank you for your interest in applying for a customer credit account with Ritter Courivaud Ltd

To ensure a smooth account opening process please read the following guidance which has been provided to help you complete all the required documentation correctly.

Due to the rise in Direct Debit fraud and in order to protect our customers we use a strict Know Your Customer (KYC) process. Failure to complete the documentation and provide the correct supporting paperwork will result in a rejected application. Please refer to the list of the key reasons for rejection at the foot of this page.

All forms can be completed digitally using a pdf viewer. Where a signature is required, please print the completed form, sign, and create a digital copy. Please note, digitally signed forms will not be accepted.

Your application and the required accompanying documentation can be submitted to us via email at **creditcontrol@rittercourivaud.com**

We also accept applications by post; these should be sent to:

Ritter Courivaud Ltd
Unit 4 Westlinks
Alperton Lane
Wembley
Middlesex
HA0 1ER

You are advised to keep a copy for your own records.

If you have any queries during the process please do not hesitate to contact us by email at: creditcontrol@rittercourivaud.com or speak with our Customer Account Set-up Team on 01244 833072.

CHECKLIST

All applicants must complete the following:

- ☐ Application & Agreement for Supply of Goods on Credit Form PAGE 3-5
- ☐ New Customer Information Form PAGE 7

If you are opting to pay by variable Direct Debit you must also complete VDD Mandate form and provide proof of your bank account.

- ☐ Variable Direct Debit Mandate Form (completed and signed) PAGE 6
- ☐ Proof of Bank Account

Guidance Notes:

All applicants

Application & Agreement for Supply of Goods on Credit Form	Application form must be signed by a signatory of the legal entity that is applying for credit.
	Name of individuals must be consistent across the document.
	All parts of the document relevant to your business must be completed.

New Customer Information Form	All questions to be completed.

Direct Debit only

Variable Direct Debit Mandate Form (Instructions to your Bank/Building Society to pay Pay Direct Debit)	Complete boxes 1 - 5.
	Box 2 must reflect the name of the legal entity applying for credit, as displayed on proof of bank account.
	Must be signed by an authorised signatory.
	If the mandate is over 10 days old, the whole application will be rejected and process restarted.
	Please retain a copy of the mandate for your own records.

Proof of Bank Account	The following documents will be accepted: VOIDED CHEQUE/ PAYING IN SLIP/ BANK STATEMENT/LETTER FROM BANK QUOTING ACCOUNT NAME, SORT CODE AND ACCOUNT NUMBER. N.B. For a limited company the full limited company name must be shown. Only one document is required.
	A copy of a debit card will NOT be accepted.

Key reasons for rejected applications:

- Names inconsistent across all paperwork.
- No email address on VDD mandate.
- Incomplete credit agreements.
- Proof of bank account not displaying name, sort code and account number.

If everything is completed accurately and all the required documents are submitted with your application we aim to have your account open within 3 working days.

CREDIT ACCOUNT APPLICATION FORM

Ritter Courivaud Ltd
IMPORTERS AND DISTRIBUTORS OF THE FINEST FOODS

APPLICATION & AGREEMENT FOR SUPPLY OF GOODS ON CREDIT BY RITTER COURIVAUD LIMITED
(The "Credit Agreement")

Ritter Courivaud ('Ritter' upon approval of this application agrees to supply goods to the registered customer below ("you") on credit and you agree to purchase and pay for such goods in accordance with these terms and the attached Customer Terms.

Business Details

Name of legal entity
Trading name
Trading address Post code
Delivery address Post code
Telephone number
Business Type: Limited Company ☐ Sole Trader ☐ Other ☐ (please state)
VAT number (if applicable)
Date of incorporation
Date trading commenced
Length of time at current trading address
Company registration number (if limited company)
Company registered address Post code

Name of prime contact
Position
Email
Telephone number

Name of finance contact
Email
Telephone number

Is this your first business venture? Yes ☐ No ☐

If no, please state previous or current business name and address below:

Authorised Signatory(s)

Please provide details below of authorised signatory(s)

SIGNATORY 1
Full Name
Position Held
Date of birth
Full home address Post code
Telephone number
Email
Previous address (if living at current address for less than one year) Post code

SIGNATORY 2
Full Name
Position Held
Date of birth
Full home address Post code
Telephone number
Email
Previous address (if living at current address for less than one year) Post code

Credit

CREDIT LIMIT APPLIED FOR: £

Selected payment method:

Variable Direct Debit ☐ Please complete VDD Mandate on page 6

Other ☐

CREDIT LIMIT AND TERMS ARE SUBJECT TO CREDIT CHECKS

Credit Terms and Conditions:

General Information and the granting of Credit

1. You acknowledge that any supply of goods under this credit agreement is subject to the attached Customer Terms as amended from time to time and any documents referred to therein.

2. All supply of Goods is made subject to the Customer Terms. In this Credit Agreement, Ritter, acting in both capacities, is referred to as "**us**"/"**we**". All monies due under this Credit Agreement will be payable by you to Ritter.

3. The credit terms offered under this Credit Agreement are subject to relevant credit checks and until the point that this application is approved, goods are to be purchased on a cash basis. We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses within the same group of companies and externally. We may also make enquiries about your principal directors with a credit reference agency.

4. If your application for credit is approved, we send you a "welcome letter" which will notify you of (i) the type of credit for which you have been approved; and (ii) the credit limit for which you have been approved. The type of credit for which you are approved will dictate when payments in respect of the credit (each, a "**Payment**") will be made and which invoices they will cover. Part payment of any Payment is not permitted under the terms of this Credit Agreement.

5. If your application for credit is declined we will notify you and any purchases that you make from us will be on a cash basis.

Operation of the Credit Agreement

1. We may vary the credit limit (including by reducing that limit to zero) at any time. If we reduce the credit limit, you will have to repay to us the difference (if any) between the credit then outstanding and any reduced limit. If you wish to purchase goods of a value in excess of the credit limit that applies at the relevant time, you will need to purchase these on a cash basis.

2. Where you have agreed to make Payments via direct debit, you agree to pay each Payment to Ritter by variable direct debit – please see clause 5 below re the operation of the Direct Debit Scheme.

3. If you do not keep to the terms of this Credit Agreement, we reserve the right to apply fixed penalty charges to your account as per the current published rates which are available on request. We also reserve the right to charge interest on any sum which is not paid on the due date (from the date upon which the relevant payment was due up to the date of payment and both before and after any legal judgment). Our charges are based on the recommended rates in The Late Payment of Commercial Debts Regulations 2013. We may also charge any costs, including legal costs, incurred in enforcing this Credit Agreement.

4. Failure to pay by the due date shall entitle Ritter to suspend delivery of all unexecuted orders. The time for payment is of the essence.

5. We reserve the right at any time and without prior notice to you to refuse any cheque which you may present and to refuse to accept cheques as a method of payment. Where you have provided us with a Direct Debit Instruction, you agree to pay each Payment by Direct Debit and, in accordance with the requirements of the Direct Debit Scheme, we shall notify you by email before debiting a Payment from your account. If it should transpire that we have debited such a sum at the same time as you have made a payment to us by a method other than Direct Debit, so that the your payments exceed the amount of the relevant Payment, we may in our discretion apply the excess to the balance of your credit account or refund the excess by issuing a credit note to you. If you should inform us of a change in your bank account where a Direct Debit is in place, then we shall require you to complete a replacement Direct Debit Instruction, signed by the new account holder. Where that new account holder is not the owner of your business, we may require him or her to produce your written authority for the bank details to be changed, which we may in our discretion (eg. a case of suspected fraud) refuse to carry into effect.

6. We shall be entitled to terminate this Credit Agreement; any other agreements between the parties; and to require immediate payment of all sums outstanding from you under this Credit Agreement (for which purpose our statement of account shall be conclusive evidence of the amount payable by you to us, except in the case of a manifest arithmetical error), in the event that:

   a. you fail to pay any Payment due by the due date; or

   b. you fail to comply with this Credit Agreement in any other way; or

   c. you commit any breach of the Customer Terms or any other agreement between you and Ritter; or

   d. we have reasonable grounds on which to believe that any information that you gave to us in relation to this Credit Agreement are untrue; or

   e. there is a meeting of your creditors, or if any scheme of arrangement or composition or trust deed is made or proposed with or for the benefit of your creditors or you appear unable to pay all your debts;

   f. a receiver, administrator, or administrative receiver is appointed over or takes possession of all or any part of your assets.

   g. you cease to trade or for any other reason ceases to be a registered customer of Ritter (for which purposes your failure to purchase goods or services for a period of 56 days shall be conclusive evidence of your no longer being a customer of ours);

   h. we have reason to doubt that the person who applied for a credit account or signed a Direct Debit Instruction was who that person claimed to be, or that that person was not the owner of your business or otherwise authorised by you to apply for a credit account on your behalf; or

   i. you make an indemnity claim under the Direct Debit Scheme ("Indemnity Claim").

7. If you fail in your obligations to us under this Credit Agreement, your credit rating may be affected and you may find it harder or more expensive to obtain credit in future.

8. If you make an indemnity claim, you will indemnify us for all losses that we may incur following such Indemnity Claim, including the principal amount, interest on that amount (pursuant to clause 3 above) and legal costs on an indemnity basis.

9. We may vary any of the terms set out in this Credit Agreement at any time by giving you not less than 14 days' prior notice in writing.

10. By signing this Credit Agreement, the signatory is agreeing that it is authorised to act on your behalf of and confirms that all statements made in relation to this Credit Agreement by you, are true.

11. We may serve any notices that may, from time to time, be served under this Credit Agreement, and communicate with you generally, by post or by sending messages to the email address stated above (or such other email address of which you may advise us, from time to time).

12. This Credit Agreement shall in all respects be construed and have effect according to English Law and any disputes shall be subject to the jurisdiction of the courts of England and Wales.

Signature of authorised signatory(s):

Signed	……
Print Name	……
Position	……
Date:	……

Signed	……
Print Name	……
Position	……
Date:	……

DIRECT Debit

Ritter Courivaud Ltd

IMPORTERS AND DISTRIBUTORS OF THE FINEST FOODS

Instruction To Your Bank/ Building Society To Pay Direct Debit

Please complete parts 1 to 5 to instruct your bank to make payments directly from your account and return the forms to Accounts Receivable Dept, Ritter Courivaud Ltd, Unit 4 Westlinks, Alperton Lane, Wembley, Middlesex HA0 1ER

SERVICE USER NUMBER

5	0	9	7	7	6

1 To The Manager Bank/Building Society

_____ Bank PLC

_____ Full

_____ Postal

_____ Address

_____ Postcode

2 Name(s) of account

_____

_____

3 Bank/ Building Society account number

4 Branch Sort Code

		–			–		

5 Payer's email address for notification:

_____

FOR RITTER COURIVAUD LTD OFFICIAL USE ONLY

This is not part of the instruction to your Bank or Building Society

Branch No Customer Number

Ritter Courivaud Ltd , Unit 4 Westlinks,
Alperton Lane, Wembley, Middlesex, HA0 1ER

Bank Use Only for the above Instruction to your Bank or Building Society

Please pay Ritter Courivaud Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Ritter Courivaud Ltd and, if so, details will be passed electronically to my Bank/Building Society.

● PLEASE ENSURE THE MANDATE IS SIGNED BY AN AUTHORISED SIGNATORY

Signature :

Print Name:

Date:

2nd Signature:

Print Name:

Date:

Banks and Building Societies may not accept Direct Debit instructions for some types of accounts.

This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee

DIRECT Debit

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

- If there are any changes to the amount, date or frequency of your Direct Debit, Ritter Courivaud Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Ritter Courivaud Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Ritter Courivaud Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when Ritter Courivaud Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us

NEW CUSTOMER FORM

Ritter Courivaud Ltd
IMPORTERS AND DISTRIBUTORS OF THE FINEST FOODS

Please complete and return this form with your credit account application form.

Delivery Access & Site Information

Please answer all questions and if necessary provide any further information in the box provided.		**Further information**
Business opening times		
Access times for deliveries		
Requested delivery time-frame		
Permission to drop and drive?	YES ☐ NO ☐	
Is parking adequate, and with space to allow safe loading and unloading	YES ☐ NO ☐	
Is the route free from public access?	YES ☐ NO ☐	
Are members of the public safe in the area whilst loading and unloading?	YES ☐ NO ☐	
Is external lighting adequate?	YES ☐ NO ☐	
What is the approximate distance in metres from the vehicle to location?	☐ metres	
Is the path or ground in good condition and free from potholes?	YES ☐ NO ☐	
Is the route level, downhill, or uphill?	YES ☐ NO ☐	
Is the route to the storage area free from steps?	YES ☐ NO ☐	
Are there any other obstructions?	YES ☐ NO ☐	
Is the storage area at ground level? If not, were is it?	YES ☐ NO ☐	
Are door/flap entrances in good order and wide enough?	YES ☐ NO ☐	
Are floors flat and dry?	YES ☐ NO ☐	
Is the lighting level adequate?	YES ☐ NO ☐	
Is the ceiling height adequate to stand erect?	YES ☐ NO ☐	
Is the storage space adequate?	YES ☐ NO ☐	
Are there shelves above head height?	YES ☐ NO ☐	
Are doors/shutters in good condition and easy to open/close?	YES ☐ NO ☐	

Additional comments:

Marketing Preferences

We would like to contact you via EMAIL to share product news, offers and information that may be of interest to you.
If you would like to receive information from us please provide full name and email address and tick below as required:

NAME..... **EMAIL** .....

I would like to subscribe to the following mailing lists: PLEASE TICK: **Ritter Courivaud** ☐ **Ritter Fresh** *(fish, meat, poultry & game)* ☐

You can UNSUBSCRIBE at any time by clicking the link on the email. A copy of our Privacy Policy can be found on www.rittercourivaud.co.uk.

Form Completed by	**Position**	**Date**

RITTER COURIVAUD LIMITED ("RITTER")
TERMS AND CONDITIONS OF SALE (THE "CONDITIONS")

These Conditions apply to all sales of Goods by Ritter to the exclusion of any other terms and/or conditions in any format that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless such terms and/or conditions are agreed in writing by a director of Ritter. By accepting a delivery of Goods these terms will be deemed accepted.

1. Definitions

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

Force Majeure: events, circumstances or causes beyond a party's reasonable control.

Goods: the goods (or any part of them) supplied to the Customer by Ritter.

2. Orders

2.1 Orders shall be placed by telephone, email, EDI or Ritter's website as agreed by Ritter and the Customer. Ritter may accept or decline orders at its absolute discretion. Ritter may, at its discretion, accept an amendment to an order by the Customer.

2.2 Unless otherwise agreed, any order to be delivered:
(a) within the M25 motorway in Greater London must be for a minimum value of £50; and
(b) outside of the M25 motorway in Greater London must be for a minimum value of £150.

2.3 Unless notified otherwise, if Ritter receives an order:
(a) on or before 15:00, the delivery date will be one Business Day after the order date;
(b) after 15:00, the delivery date will be two Business Days after the order date.

2.4 Ritter shall assign an order number to each order it accepts and notify the order number to the Customer. Each party shall use the relevant order number in all subsequent correspondence relating to the order.

2.5 The Customer is responsible for ensuring that orders are complete and accurate. The Customer shall give Ritter all necessary information that Ritter reasonably requires in order to fulfil each order.

2.6 Customers ordering via Ritter's website will also be subject to Ritter's Terms and Conditions of Online Purchase.

3. The Goods

3.1 All Goods are offered subject to availability.

3.2 Any drawings, descriptive matter, or advertising produced by Ritter and any descriptions or illustrations contained in Ritter's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the contract or have any contractual force.

3.3 Ritter shall ensure that the Goods correspond with their description and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by Ritter.

3.4 The Customer acknowledges that Ritter is not a manufacturer of any of the Goods, but merely a distributor and that as such the specification of the Goods can change without notice. The Customer acknowledges that it should always check the label of the Goods it has purchased for the current ingredients and possible allergens and nutritional information.

3.5 Information about the Goods may be made available online via independent third platforms. Ritter may partner with such a platform for the purposes of allowing customers the ability to electronically retrieve certain information; including but not limited to allergens information; regarding the Goods.

3.6 In the event the Ritter agrees to upload any information to any online portal at the request of the Customer, including extracting data from a third party portal, Ritter shall use reasonable endeavours to ensure that the information is uploaded correctly. The information available will depend upon the manufacturer updating any such portal. The Customer accepts that, Ritter is not the manufacturer, nor a provider of product data and has no control over the accuracy of the information it uploads, and it cannot guarantee that the information that it has uploaded relates to the Goods which the Customer has in its possession, should there be more than one specification of the Goods in the supply chain.

4. Delivery

4.1 Ritter shall ensure that each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable).

4.2 Ritter shall endeavour to deliver Goods to the location which is specified on the Customer Information Form on the delivery date determined in accordance with clause 2.3.

4.3 Delivery is completed on the completion of unloading the Goods at the location agreed in accordance with clause 4.2.

4.4 The Customer shall inspect the Goods on delivery.

4.5 Any claim made by the Customer to Ritter for any loss or damage must be made within 24 hours of delivery.

4.6 Dates are approximate only, and the time of delivery is not of the essence. Ritter shall not be liable for any delay in delivery of any Goods or any failure to deliver Goods that is caused by:
(a) a Force Majeure Event; or
(b) the Customer's failure to provide Ritter with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.7 If after the day on which Ritter attempted to make delivery of Goods the Customer has not taken delivery of those Goods, Ritter may resell or otherwise dispose of part or all of the Goods.

4.8 If Ritter delivers up to and including 5% more or less than the quantity of Goods ordered, the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.

4.9 These Conditions shall apply to any repaired or replacement Goods supplied by Ritter.

5. Title and risk

5.1 Risk in Goods shall pass to the Customer on completion of unloading the Goods at the agreed delivery location.

5.2 Title to Goods shall only pass to the Customer once Ritter receives payment in full (in cash or cleared funds) for them.

5.3 Subject to this Clause 5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Ritter receives payment for the Goods. However, if the Customer resells the Products before that time:

(a) it does so as principal and not as Ritter's agent;
(b) title to the Goods shall pass from Ritter to the Customer immediately before the time at which resale by the Customer occurs; and
(c) the Customer will at all times remain obliged to pay for the Goods in accordance with these Conditions

5.4 Until title to the Goods has passed to the Customer, the Customer shall maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

5.5 Ritter may recover Goods in which title has not passed to the Customer. The Customer irrevocably licenses Ritter, its officers, employees and agents, to enter any premises of the Customer (including vehicles) to recover any Goods in which property has not passed to the Customer.

6. Price and payment

6.1 Ritter reserves the right to alter the price of the Goods without notice.

6.2 The Goods shall be invoiced at the price in place on the day of despatch.

6.3 The price of the Goods excludes value added tax (VAT), which the Customer shall additionally be liable to pay to Ritter at the prevailing rate (if applicable), subject to the receipt of a valid VAT invoice.

6.4 Ritter may invoice the Customer for the price of Goods plus VAT at the prevailing rate (if applicable) on or at any time after it confirms the relevant order to the Customer. Ritter shall ensure that the invoice includes the date of the order, the invoice number, and any other information agreed between the parties.

6.5 If Ritter agrees to purchase a large consignment of Goods specifically at the Customer's request, Ritter will manage the Goods to ensure that any short dated stock, or stock that will soon become short dated is sent to the Customer as a priority. Notwithstanding the foregoing, the Customer is responsible for the costs of any Goods that becomes short dated as a result of the Customer failing to purchase the expected quantities of the Goods, for whatever reason and the Customer irrevocably promises to pay for the Goods, on Ritter's first written demand and waiving all rights of objection a sum or sums not exceeding in aggregate the sale value of those Products

6.6 The Customer shall pay invoices in full in cash or cleared funds on receipt of Goods, unless credit is granted under a separate agreement. If the Customer is paying Ritter in cleared funds, payment shall be made to the bank account nominated in writing by Ritter.

6.7 If the Customer fails to make any payment due to Ritter under the contract by the due date for payment, then, without limiting Ritter's remedies under clause 8:
(a) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount in addition to any other costs of enforcement.
(b) Ritter may suspend all further deliveries of Goods until payment has been made in full.

6.8 The Customer shall pay all amounts due under the contract in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Ritter may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by Ritter to the Customer.

7. Limitation of Liability

7.1 Nothing in this contract shall limit or exclude Ritter's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).

7.2 Subject to clause 7.1:
(a) Ritter limits its liability to the maximum extent permitted by law as follows: Ritter's total liability to the Customer, whether in contract, tort (including negligence) shall be limited at its option to replacing the whole or part of any Goods deemed damaged or defective or refunding or crediting the purchase price or the pro rate portion of the purchase price of the Goods which the defective Goods form part.
(b) Ritter's maximum liability arising out of our supply of goods to the Customer under these terms will be limited to the price of the Goods which are damaged or the subject of the dispute.
(c) Under no circumstances will Ritter be liable for any indirect or consequential losses of any kind, including but not limited to loss of profit, loss of revenue, loss of opportunity, goodwill or customers; however such liability arises, whether in contract, tort (including negligence), nor for any defect on any Goods caused by abnormal conditions of storage, transportation, treatment or handling; or any negligence or wrongful act by the Customer or any other customer; or by the Customer's employees or agent; or by any failure of Ritter to perform its obligations under these Conditions caused by circumstances beyond its reasonable control.

8. Termination

8.1 Without limiting its other rights or remedies, either party may terminate the contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so (for the avoidance of doubt non-payment under clause 6 shall constitute a material breach);

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, Ritter may terminate the contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the contract on the due date for payment.

9. General

9.1 **Entire agreement.** This contract 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.

9.2 **Variation.** No variation of this contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.3 **Compliance with laws.** In performing its obligations under the contract, the Customer shall (and shall procure that each member of its group) comply with all applicable laws, statutes, regulations and codes from time to time in force.

9.4 **Fraud, bribery & ethical trading.** Each party must adhere to the Bribery Act 2010 and have an anti bribery policy.

9.5 Both Ritter and the Customer will comply with any policy relating to anti-bribery and ethical trading.

9.6 Where the Customer has reasonable grounds to believe that there has been any fraud, criminal behaviour or breach of any policy relating to anti-bribery and/or ethical trading by the Customer, the Customer shall notify Ritter.

9.7 If we have reasonable grounds to believe the Customer has committed fraudulent or criminal behaviour or breached any policy relating to anti-bribery and/or ethical trading Ritter may, acting reasonably suspend the delivery of Goods pending an investigation and until that investigation is completed.

9.8 **Assignment.** The Customer cannot assign any of its rights or obligations under the contract without Ritter's consent. Ritter may assign any of its rights or obligations without the Customer's consent.

9.9 **No wavier.** No failure or delay by a party to exercise any right or remedy provided under the Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.10 **Governing law and jurisdiction.** The contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).