

TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1.1. Any contract made with us for the sale of goods shall incorporate and be subject to these conditions. Any condition stipulated by the buyer which is different or in addition to these terms and conditions shall not be binding upon us agreed in writing.
- 1.2. Any quotation given by us is an invitation to make an offer only and shall be binding on us when accepted in writing by our despatch not.
- 1.3. Unless otherwise agreed in writing we reserve the right to deliver goods of a different description provided that the substituted goods are suitable for the purpose made known to us.

2. DELIVERY

- 2.1. We will endeavour to comply with agreed delivery dates but such dates are estimates and not guaranteed and shall not be deemed a term or condition of the contract of sale.
- 2.2. We shall not accept liability for failure to meet such dates and such failure shall not entitle you to repudiate or cancel the contract unless we cannot deliver within 48 hours.
- 2.3. Delivery shall be deemed to take place on the physical delivery of the goods by or on behalf of us to the customer's point of delivery.
- 2.4. All goods delivered must be inspected by you on receipt and claims in respect of incomplete or incorrect supplies must be notified to us preferably in writing 24 hours otherwise the products will be deemed to have been accepted by you.
- 2.5. The risk in the goods supplied shall pass to you at the time of delivery of the goods.
- 2.6. Where product is supplied in our trays and on our pallets these remain our property at all times and must be returned to us.

3. CREDIT & PAYMENT

- 3.1. All goods shall be paid for within 30 days from date of invoice and in the event of the customer failing to pay on the due date, we reserve the right to charge interest from the due date of payment at a rate 2% per month or part thereof.
- 3.2. The contract between us is subject to the proviso we may require immediate payment in full. If this is not forthcoming we may suspend all future deliveries.

4. PRICE

The price is exclusive of VAT. We reserve the right to vary prices at any time prior to delivery of the goods to take into account any increase in the costs to us of materials, labour, transport, taxes or currency fluctuations.

5. TITLE RETENTION

Until the purchase price of the goods comprised in this or any other contract between us and all other sums whatsoever which are or shall become outstanding from you to us shall have been paid in full (and if by cheque, its clearance) the following shall apply.

- 5.1. Notwithstanding sale of the goods to you, ownership and legal title to the goods shall remain with us.
- 5.2. You hereby irrevocably authorise us at any time prior to the title passing to you under these conditions at your expense to enter any premises where the goods are kept to take possession thereof upon your default in any of your obligations to us.
- 5.3. You shall store the goods so that they are readily identifiable as being our property.
- 5.4. You shall notify us without delay of any action being taken by a third party which might infringe our title to the goods.
- 5.5. You shall insure the goods against theft of damage howsoever caused until we receive payment in full.

6. LIEN

We retain a general lien on any of your equipment or other goods in our possession for any unpaid balance you owe to us.

7. WARRANTY

- 7.1. You shall inspect the goods on delivery and notify us of any defects in them, then apparent from reasonable inspection within 24 hours of delivery. Defects not so apparent must be notified to us in any event within six months.
- 7.2. We shall make good by replacement of the goods or refund of the purchase price defects which under proper storage and handling appear in the goods and notified to us within the time limits set out in clause 7.1.
- 7.3. The foregoing undertaking us lieu of any warranties and conditions whether express or implied by statute, common law or otherwise howsoever, and save as aforesaid we shall not be liable to you for any claims whatsoever (save for personal injury or death arising from our negligence) in respect of the supply of goods.
- 7.4. NOTHING HERIN CONTAINED SHALL OPERATE TO EXCLUDE ANY WARRANTY OR CONDITION IMPLIED BY THE UNFAIR CONTRACT TERMS ACT 1977 IN THE EVENT OF YOUR DEALING AS A "CONSUMER" AS DEFINED BY S.12 OF THE SAID ACT.