

## TERMS AND CONDITIONS OF SALE

### PW FINE FOODS LTD (the Company)

Contracts are made and orders accepted only upon and subject to these terms and conditions business. All other terms are hereby excluded unless expressly accepted in writing by the Company.

### ACCOUNTS

Two satisfactory trade or, if new in business, private references and a bank reference must be received before a credit account may be opened. Credit checks on the business and its proprietors will be carried out. The Company reserves the right to consult whomsoever it considers appropriate for the purposes of trade references and will record information in respect of such opinions which will be made available to other businesses for the continuing assessment of credit risk. Where application is made on behalf of a partnership, all partners at the time of each order/supply made to the partnership remain jointly and severally liable for the payment of monies in respect of such order/supply. The Company reserves the right to suspend trading with the customer on these terms and conditions if in the opinion of the Company there is a material deterioration in the customer's creditworthiness or their ability or willingness to comply with these terms. The company reserves the right in its absolute discretion at any time to insist upon payment by way of cleared funds or security for payment before providing or continuing with the services notwithstanding any subsisting agreement to provide credit to the customer.

### PAYMENT

**Payment is due by the 15<sup>th</sup> of the month following the Company's invoice date**, notwithstanding that delivery may not have taken place and that property in the goods has not passed to the customer. Our bankers are HSBC plc, 59 Old Christchurch Road, Bournemouth, Dorset, BH1 1EH, Account No. 92660075, Sort Code 40-13-07. We reserve the right at our option to charge interest at the statutory rate in The Late Payment of Commercial Debts (Interest) Act, 1998 from the date the payment becomes due until payment is made, together with all costs and disbursements incurred in recovery of such overdue amounts. The customer shall reimburse the Company with the entire cost of representing any cheque or any other instrument delivered in payment of any sum due by the customer. The Company reserves the right to make an administration charge if the customer requests copies of documentation. Details of such charges are available on request.

Where any part of any invoice is questioned by the customer in good faith the amount in question may be deducted, but the balance of the invoice must be paid in accordance with the above terms. Details of the query, including the invoice number and the reason for the deduction, must be notified to the Company within the period allowed for claims (see below). In the event of any invoice becoming overdue for settlement, we reserve the right to demand immediate payment of all outstanding invoices on the account(s). Without prejudice to any other right or remedy it may have the Company reserves the right to set off any amount owed to the customer against any amount payable by the customer to the Company under any contract.

### TITLE

Goods shall be at the risk of the customer as soon as they are delivered by the Company to the customer's vehicles or its premises or otherwise to its order. Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the customer shall have paid to the Company the price for the goods, together with the full price of any other goods supplied by the Company. The customer acknowledges that it is in possession of the goods solely as bailee for the Company until such time as the full price thereof is paid to the Company together with the full price of any other goods supplied by the Company. Until such time as title to the goods shall pass to the customer, it will store them in its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.

The customer's right to possession of the goods shall cease if he, not being a company, commits an act of bankruptcy or enters into an arrangement or composition for the benefit of his creditors or if it, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up. The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. All costs and expenses incurred by the company in procuring repossession of the goods shall be payable by the customer as a debt due on demand.

Subject to the terms hereof the customer is licensed by the Company to agree to sell on the Company's goods, subject to the express condition that such an agreement to sell shall take place as agents and bailees for the Company, save that the customer shall not hold himself out as such, whether the customer sells on his own account or not and that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies. If the customer has not received the proceeds of any such sale, he will if called upon so to do by the Company, within seven days thereof assign to the company all rights against the person or persons to whom the customer has supplied the Company's goods or any part of them.

### PRICES

Orders are subject to acceptance by the Company and to availability of goods and will normally be invoiced at prices ruling at the time of delivery. Unless otherwise stated, prices quoted are carriage paid but exclude VAT. Invoices will include all applicable VAT, duties and taxes. Unless otherwise agreed in writing, all prices shall be as specified in the Company's price list as published from time to time except that the Company reserves the right to adjust prices at any time prior to delivery to take account of increased raw material costs, fluctuations in exchange rates, higher rates of tax, duty, freight or insurance charges and prices charged to the company by branded product suppliers.

### ORDERS

You can place orders directly with your sales contact, or by e-mailing, telephoning, faxing or writing to our Customer Service department at Andover. Please state clearly your account number, product line code, product description, sizes and quantities of items required. This information together with details of our product range can be found in our product guide and price list. Goods are not offered on a sale or return basis. All orders will be invoiced on dispatch.

### DELIVERIES

Orders are subject to a minimum order value, which may be varied at the Company's discretion. Surcharges will be levied on orders below the minimum value at the Company's discretionary rates. Minimum order details may be obtained from the Company or your sales contact. Although every effort will be made to deliver goods as ordered the Company cannot accept responsibility for delays due to circumstances beyond its control and accepts no liability whatsoever for any loss arising from any failure to supply under any circumstances. We reserve the right to effect delivery by instalments. The customer must use reasonable endeavors to accept delivery in accordance with any agreed delivery arrangements and if requested assist with the unloading of any delivery.

### CLAIMS

Claims can only be made through the Company's Claims Administration Department. Any claims made before prior communication with the Claims Administration Department will not be considered. The records of the Company shall be conclusive as to deliveries to and purchases by the customer.

- All goods must be counted upon receipt. Any shortage must be indicated on the delivery note at the time of delivery.
- All goods must also be checked for damages upon receipt. Any damage must be indicated on the delivery note at the time of delivery.
- Goods must be checked against the delivery note within 48 hours of delivery.
- Any claim in respect of the above should be made by telephone to the Company's Claims Administration department within 48 hours of the delivery (01264 332128).
- Claims with regard to condition must be made in writing to the Company's Claims Administration department within 90 days of delivery for canned goods and within 30 days for all other goods.
- Credit may not be given for goods returned without prior agreement from the Company's Claims Administration Department. The Company reserves the right to recover carriage and handling costs where unauthorised returns are made.
- No claims will be entertained unless the above conditions are strictly adhered to.

### GUARANTEE

All goods offered by the Company are guaranteed to meet statutory requirements. However, the Company cannot accept responsibility where goods supplied are subject to further processing or re-packing by the customer.

**THE COMPANY RESERVES THE RIGHT TO AMEND THESE TERMS FROM TIME TO TIME UPON NO LESS THAN 28 DAYS NOTICE. CIRCULATING THE AMENDED NEW TERMS WITH COMPANY DOCUMENTATION OR CORRESPONDENCE SHALL BE DEEMED REASONABLE NOTICE. ALL ORDERS PLACED BY A CUSTOMER AFTER A PERIOD 28 DAYS FROM SUCH CIRCULATION SHALL BE DEEMED TO BE IN ACCEPTANCE OF THE NEW TERMS. THE PROPER LAW OF ALL DEALINGS UNDER THESE TERMS IS ENGLISH LAW AND ANY DISPUTES OR CLAIMS ARISING WILL BE SETTLED BY THE APPLICABLE COURT OF ENGLAND.**

