



CONDITIONS OF SALE

- 1 DEFINITIONS
 - 1.1 "The Seller" means Community Foods Ltd.
 - 1.2 The Buyer" means the person, firm or company named overleaf
- 2 OTHER TERMS OR REPRESENTATIONS
 - 2.1 All contracts are subject to the seller's conditions of sale as printed herein.
 - 2.2 The seller shall not be bound by any variation, waiver or addition to these terms unless the same is agreed in writing
 - 2.3 These conditions shall supersede and override any conditions or purchase stipulated by the buyer except and to the extent that any conditions or purchase are agreed in writing by the seller.
- 3 DESCRIPTION AND QUALITY
 - 3.1 Unless otherwise stated the quality shall be equal to the fair and average quality of that particular year's crop.
 - 3.2 Due to the nature of many of the products sold by the seller, no guarantee can be given of 100% purity.
 - 3.3 The seller is unable to make condition or warranty as to the suitability of the goods for any particular purpose and it shall be the buyer's responsibility to ensure that any goods contracted for or supplied are suitable, or put them into such a condition as will render them suitable, for any particular purpose.
 - 3.4 Due to the perishable nature of many of the goods sold, the seller is unable to make condition or warranty as to the length of time for which goods will remain fit for consumption. It is the responsibility of the buyer to ensure that such goods are fumigated as necessary.
 - 3.5 Should any goods supplied not conform with their description or sample or not be of merchantable quality then such goods shall be accepted, but a fair allowance shall be made which shall be the buyer's sole remedy. Such allowance will be limited to the appropriate proportion of the purchase price. The buyer shall forfeit the right to claim such an allowance if the claim is not made within seven days of delivery.
- 4 ESTIMATION
 - 4.1 The quantities contracted for sale are estimated. The words 'about' or 'more or less' or similar words when applied to the contract quantity mean that the quantity to be shipped or delivered will not be more than 10% more or less than the quantity specified.
- 5 PRICE
 - 5.1 The price of this contract is based on current costings. Should the price to the seller be increased due to any increases in freight, duty, levy, minimum import price, value added tax, insurance, transport, landing, warehousing or other charges, then such increases shall be for the buyer's account..
- 6 PAYMENT
 - 6.1 With the exception of goods collated by customers in the cash and carry, which shall be paid for at the time of receipt, and unless otherwise stated in writing, all invoices shall be paid within fourteen days from their date of issue.
 - 6.2 There will be a charge of 1% for every 2 weeks or part thereof in delay in payment. Cheques returned unpaid to us will be charged at £9.00 plus 2% of the original cheque value. Represented cheques will be charged at £9.00 plus 1% of the original cheque value for each representation.
 - 6.3 Payment by cheque or other negotiable instrument will be deemed conditional payment.
- 7 RIGHTS TO TERMINATE OR DELAY
 - 7.1 The seller shall have the right at any time to demand from the buyer payment of all overdue accounts, whether for goods supplied under this or any contract of sale and in the event of the buyer failing to comply with such demand, the seller may delay delivery until such overdue accounts are paid.
 - 7.2 If the buyer shall become insolvent, go into, or be placed into receivership or liquidation, has suspended payment of debts or is making any arrangements with creditors, the seller may, without prejudice to any other rights to which he may be entitled hereunder or otherwise, terminate the contract forthwith (or upon such notice as the seller thinks fit).
- 8 FORCE MAJEURE
 - 8.1 In the event of contingencies beyond the control of the seller (such as fire, accident, war, flood, interruption of traffic or production, lack of shipping space, regulations or restrictions by any government, alteration of regulations, lack of import or export licences, strikes, lock outs, civil disturbances or any case of force majeure), or of any other cause interfering with the manufacture or delivery of goods, the seller will not be liable for any loss caused by non-delivery or delay or postponement of delivery.
- 9 DELIVERY
 - 9.1 Shipment and delivery dates are given in good faith, but are only estimates made by the seller and are not guaranteed.
 - 9.2 The seller may, at his sole discretion, make delivery by instalments.
 - 9.3 Where delivery is made by instalments each delivery shall be considered a separate contract, and each instalment shall be paid for separately.
- 10 LOSS OR DAMAGE
 - 10.1 It shall be the responsibility of the buyer to notify the carrier, warehouse and seller of any loss or damage to goods in writing within seven days from the date of delivery, or if goods are sold ex store then within seven days from the date of the delivery order.
 - 10.2 The buyer shall be debarred from recovering any losses whether resulting directly or indirectly from any loss or damage if he fails to comply with 10.1.
 - 10.3 In any event the seller shall not be liable for loss or profits or consequential loss or damage howsoever caused or occasioned.
- 11 CONTAINERISATION
 - 11.1 Any demurrage caused or resulting from the buyer being unable to take delivery or arising from the detention of containers at the buyer's premises or the premises of their agents or contractors shall be for the buyer's account.
 - 11.2 The buyer is responsible for ensuring that the seal affixed to the container is affixed and intact at the time of delivery and when a seal is broken or missing at the time of delivery this must be noted on the carrier's receipt. In the absence of such notification no claim whatsoever shall be entertained by the seller.
 - 11.3 Any deficiencies, shortages or damage must be noted clearly on the carrier's receipt at the time the container is accepted and unloaded.
 - 11.4 Any claim must be made in writing to the carrier and the seller on the day of delivery.
- 12 PROPERTY AND RISK
 - 12.1 Property in the goods shall remain with the seller until the buyer has made full payment for them.
 - 12.2 Until property passes to the buyer, the buyer shall keep the goods separate and readily identifiable as the property of the seller.
 - 12.3 Property in the goods shall not pass to the buyer until the buyer has discharged all outstanding liabilities to the seller.
 - 12.4 If, before property passes to the buyer, the buyer sells the goods the buyer shall receive the proceeds of sale thereof on trust for the seller and shall keep such proceeds separate from other monies.
 - 12.5 Risk in the goods shall pass to the buyer on delivery or upon the seller issuing a delivery order in favour of the buyer.
- 13 AGENTS
 - 13.2 Where the buyer is acting on behalf of a principal, whether disclosed or not, the buyer shall be personally responsible for the performance of the contract by the principal.
- 14 PROPER LAW
 - 14.1 This contract shall be governed by English law.
- 15 DISPUTES
 - 15.1 Any disputes arising out of this contract shall be settled by arbitration in London in accordance with the rules of the appropriate trade association.