

## TERMS & CONDITIONS OF SALE

### 1. GENERAL

These conditions are the only conditions on which Farndon Foods Ltd (the Seller) is prepared to deal with its customer (the Buyer) and they shall govern the contract to the entire exclusion of any other express or implied conditions.

These Conditions may only be modified by a variation in writing, signed on behalf of the Seller by a Director and no other actions on the part of the Seller (whether delivery of the goods or otherwise) shall be construed as an acceptance of any other conditions.

These Conditions (as modified in accordance with condition 1.2 and together with the matters referred on the face of the Sellers quotation and acceptance of order) embody the entire understanding of the parties and supersedes any prior promises, representations, undertakings or implications.

No contracts shall be concluded until the Seller dispatches an acknowledgement of order to the Buyer. Any quotation in whatever form given to the Buyer is given subject to these conditions and does not constitute any offer to sell.

### 2 PERFORMANCE

The Seller warrants that the goods shall at the same time of delivery be free from defects in workmanship and materials. If any goods do not conform to this warranty the seller will: replace the goods found not to conform to the warranty take such steps as the Seller deems necessary to bring the goods into a state where they are free from such defects; or take back the goods found not to conform to the warranty and refund the appropriate parts of the purchase price.

Provided that the liability of the Seller shall in no event exceed the purchase price of the goods and performance of any of the above options shall constitute an entire discharge of the Seller's liability under this warranty.

The foregoing warranty is conditional upon:-

2.2.1 the Buyer inspecting the goods immediately upon delivery and giving written notice to the Seller of the alleged defect in the goods notice to be received by the Seller within three days of delivery of the goods; and

2.2.3 the Buyer complying with its obligations under this or any other contract made by the Seller.

If the Buyer fails to give such notice pursuant to condition 2.2.1 the goods shall be

deemed to have been accepted by the Buyer.

2.3 Save as provided in condition 2.1 and in section 12 of the Sale of Goods Act 1979:-

2.4.1 all conditions and warranties express or implied, as to the quality or fitness for any purposes of the goods and hereby expressly excluded; and

2.4.2 the Seller shall be under no liability for any loss or damage (whether direct, indirect or consequential) howsoever arising which may be suffered by the Buyer.

2.5 In the event that, notwithstanding the foregoing provisions of this Condition, the Seller is found liable for any loss or damage suffered by the Buyer, that liability shall in no event exceed the purchase price of the goods.

2.6 The foregoing provisions of this Condition shall not apply to sales which are made to persons who deal as consumers (as that expression is defined in section 12 of the Unfair Contract Terms Act 1977), unless the contract is an international supply contract (as described in section 26 of that Act).

### 3. PRICE

3.1 The price for each consignment of the goods will be that expressed on the face hereof ( and include the cost of delivery of the goods to the place of the Buyer's business).

3.2 The Contract price is exclusive of value added tax or any similar taxes, levels or duties , which will be added to or charged on invoices at the appropriate rates.

### 4. PAYMENT

4.1 Unless otherwise agreed in writing the Buyer shall pay for the goods by cash on delivery.

4.2 Where any sums owed by the Buyer to the Seller under this or any other contract is overdue the Seller may withhold any delivery of goods due to be made under this contract until arrangements as to payment or credit have been established which are satisfactory to the Seller.

### 5. LIEN

The Seller will (without prejudice to any other remedy available to it) have in respect of all unpaid debts due from the Buyer a general Lien of all property of the Buyer in the position of the Seller for whatever purposes and whether worked upon or not and be entitled of the expiration of not less than 14 days notice in writing to the Buyer to dispose of such property and to apply the proceeds towards the satisfaction of such debts.

### 6. DELIVERY

6.1 Subject to clause 5 delivery of each consignment of the goods shall be made to the place, and in the manner designated by the Buyer when placing the order.

6.2 Unless otherwise expressly agreed in writing any delivery times specified by the Seller in its quotation or otherwise are business estimates only and the Seller will not be liable to the Buyer for any loss or damage (whether direct, indirect or consequential) sustained by the Buyer as a result of the Sellers failure to comply with such delivery times.

6.3 The Seller will not be liable to the Buyer for any loss or damage (whether direct, indirect or consequential) sustained by the Buyer as a result of any delay in delivery or dispatch of the goods where such delay is caused by lack of instructions from the Buyer, strikes, lock-outs, other industrial action, failure of the Seller's suppliers to fulfil their obligations , or any other cause beyond the Seller's reasonable control.

6.4 If the Buyer refuses to accept delivery in accordance with conditions 6.1 then the Buyer shall forthwith reimburse the Seller the cost of delivering the goods both to the Buyer's place of business and the cost of transporting the goods back to the Seller's premises.

### 7. RISK AND PROPERTY

7.1 The risk in the goods shall pass to the Buyer upon delivery of the goods to the Buyer or any carrier acting on the Buyer's behalf.

7.2 The property in the goods shall not pass to the Buyer until the full price of the goods and goods which are the full price of any other contract between the Buyer and the Seller is paid.

7.3 Until such time as the full price of all such goods has been paid:-

7.3.1 they shall be held by the Buyer in a fiduciary capacity and stored by the Buyer at the premises in such a manner that they are clearly identifiable as the goods of the Seller and shall be kept separate from any other goods whether or not supplied by the Seller.

7.3.2 they shall be handed over to the Seller on demand and the Seller shall be entitled to take possession of them without prejudice to any other rights of the Buyer and the Seller is hereby granted a license to enter into the Buyer's premises for the purpose of recovering the goods.

7.4 If the Buyer fails to pay for the goods in accordance with these terms the Seller will have the right to bring action against the Buyer for the price of the goods at any time not withstanding that property in the goods has not passed to the Buyer.

### 8. INITIAL DEFECTS

8.1 The Buyer shall have no claim in respect of any breach of the warranty in condition 2.1 which should have been apparent on reasonable visual examination of the goods unless the conditions in condition 8.4 are satisfied.

8.2 If the quantity of the goods delivered does not correspond with the quantity required to be delivered in the consignment the Buyer shall not be entitled to reject the consignment but shall be entitled only to:-

8.2.1 if the quantity delivered is less than the contract quantity to a further delivery of goods to make up the deficiency or (at the Seller's option) a refund of the appropriate part of the purchase price, and

8.2.2 if the quantity delivered exceeds the contract quantity to return the excess or to retain the whole , in which case the price shall be adjusted at the contract rate then prevailing. Provided that the Buyer shall have no entitlement whatsoever in respect of that deficiency unless the conditions in condition 8.4 are satisfied.

8.3 The Buyer shall have no claim in respect of the fact that the goods delivered are of the wrong description unless the conditions in condition 8.4 hereof are satisfied.

8.4 The conditions before referred to are that:-

8.4.1 the receipt for the goods is qualified by the remark to the affect and

8.4.2 the claim is made in writing upon the Seller within 3 days of delivery.

8.5 In the event the Buyer shall be treated as having accepted any consignment of the goods if it retains them for longer than three days after delivery.

### 9. SPECIFICATIONS

9.1 Where the Buyer is to supply specifications, the Buyer shall promptly furnish all specifications necessary for the Seller to be able to undertake the work in performance of the contract and the Buyer shall compensate the Seller for all loss and expenses incurred by the Seller by reason of by error, defect or omissions therein or by reason of any other act or omission on the part of the Buyer.

9.2 The Buyer warrants that any instructions or information (including without limitation any specifications or formulae) will not cause the Seller to infringe any letters patent, copyright , registered design, rights of confidence or trademarks in execution of the Buyer's order and the Buyer shall indemnify the Seller against all damages, penalties, costs and expenses incurred by the Seller as a result of any breach of this warranty.

### 10. CANCELLATION

Contracts are not subject to cancellation without the Seller's written consent. Where cancellation is accepted the Seller shall in addition to any express terms of acceptance of cancellation be entitled to reimburse of any costs incurred by the Seller in connection with the contract.

### 11. FORCE MAJEURE

The Seller shall have the right to cancel or reduce the volume of the goods delivered if it is prevented for or hindered on delivery of the goods through any circumstances beyond its control including (but not limited to) industrial action, war, fire, or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting therefrom.

### 12. SET OFF

The Buyer will have no right of set-off statutory or otherwise.

### 13. GOVERNING LAW

The contract is governed by the laws of England and the English High Courts of Justice (to the jurisdiction of which the Buyer hereby irrevocably submits) shall have the exclusive jurisdiction to resolve any disputes arising out of it.