

## **CROPWELL BISHOP CREAMERY LIMITED**

### **TERMS AND CONDITIONS OF TRADING**

(January 2010 Edition)

#### **1. Interpretation**

- 1.1. The Seller means Cropwell Bishop Creamery Limited of Nottingham Road, Cropwell Bishop, Nottingham, NG12 3BQ.
- 1.2. The Buyer means the person, body or firm with whom the Seller shall have contracted to sell the goods defined below.
- 1.3. The Goods means all and any goods and products which the Seller has agreed and may agree to sell to the Buyer.
- 1.4. The Price means the agreed price plus value added tax (if applicable) to be paid by the Buyer to the Seller in pounds sterling for the Goods (and for the purposes of payment time shall be of the essence).

#### **2. Payment**

- 2.1. The Price shall be paid not later than the 20<sup>th</sup> day of the calendar month following the calendar month in which the Goods were invoiced and time shall be of the essence.

#### **3. Retention of Title**

- 3.1. The Goods shall be at the Buyer's risk as from delivery.
- 3.2. Notwithstanding delivery, the ownership in the Goods shall not pass from the Seller to the Buyer until the Buyer shall have paid the Price in full together with any other sums whatever which may be due from the Buyer to the Seller.
- 3.3. Until the ownership in the Goods passes to the Buyer the Buyer shall hold the Goods as bailee for the Seller and shall keep them safe, insured (to the full price and for "all risks") separate and identifiable from all other goods in the Buyer's possession.
- 3.4. If the Buyer fails to pay any sum due to the Seller, the Seller may (in addition to any other rights it may have) enter any land or buildings to repossess the Goods and the Buyer grants the Seller an irrevocable licence to do so.

#### **4. Storage**

- 4.1. The Goods shall be stored by the Buyer at the temperature stated on the packaging or if none, between 0 & 5°C, unless otherwise directed (whether in any Contract, Order, specification otherwise).
- 4.2. It shall be the responsibility of the Buyer to ascertain from the Seller the Seller's recommendations or requirements in relation to storage of Goods.
- 4.3. The Seller shall have no liability whatsoever for any damage or defect in the Goods (whether in whole or in part) which arises from the Goods being stored or kept other than in accordance with the Seller's recommendations and/or requirements as mentioned above.

## **5. Inspection and Complaints**

5.1. The Buyer shall inspect the Goods as soon as possible after delivery by the Seller and, in any event, within 24 hours.

5.2. Any complaint as to the quantity of Goods supplied must be made within 24 hours from the time of delivery. Any complaints as to the quality of the Goods must be notified within 72 hours of the time of delivery.

5.3. Upon receiving a complaint the Seller will inspect and/or collect the Goods said to be defective. Returned goods must be clearly identified with the customer's name, in the original packaging and use by date.

5.4. All Goods are sold and supplied on the condition that the Goods may only be rejected if not fit for human consumption and any liability on the part of the Seller shall be dependent upon the requirements in Condition 4 above being fulfilled after the time of delivery.

## **6. Quality and export**

6.1. All Goods comply with the Seller's product specification (which is available on request) and are made to European Union Standards.

6.2. Should the Buyer wish to export any of the Goods outside of the European Union, the Buyer must consult with the Seller to ascertain whether the Goods comply with the laws and requirements of the particular country concerned.

## **7. Liability**

7.1. The Seller shall not be liable to the Buyer or third parties in connection with the contract for loss of profit, loss of business, damage to goodwill, loss of opportunity, loss of contracts, loss of product (where the Goods are incorporated with others) interruption to processes or to the Buyer's business.

7.2. The Seller's maximum liability shall be at its option to either replace the Goods or to refund the price paid by the Buyer for the Goods.

7.3. Nothing in these conditions excludes the Seller's liability to the Buyer for fraudulent misrepresentation or for death or personal injury resulting from the Seller's negligence.

## **8. Shortfall and delay**

8.1. The Seller reserves the right to defer the date of delivery or to cancel the contract or reduce the quantity of the Goods ordered if the Seller is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control for example, industrial disputes, act of God, government actions, hostilities, terrorist attack, raw material shortage, food scare, accident, breakdown of plant or machinery, restrictions on movement, fire, flood, storm, disease, epidemic, import or export regulations or embargos. If the event in question exists for a continuous period of 30 days the Buyer may give notice to terminate.

8.2. The Seller will endeavour to deliver the full quantity of goods ordered but, in the event of any shortfall, the Buyer shall be responsible for payment of the price in relation to the Goods actually delivered and the Buyer shall not be entitled to reject the Goods actually delivered.

8.3. The Seller will use its best endeavours to supply any shortfall in Goods delivered as soon as shall be practicable after notification. The Seller shall, nonetheless, have no responsibility if such shortfall cannot be made good.

## **9. Time for Delivery**

9.1. The Seller will take all steps which are reasonably practical to ensure that delivery dates requested and agreed are adhered to. However time is not of the essence.

9.2. The Seller shall not be responsible for late delivery of any Goods nor shall the Buyer be entitled to reject any Goods where late delivery has occurred unless The Seller shall first have been given reasonable written notice requiring delivery to be made within the time reasonably specified by the Buyer in such notice.

## **10. Application and Law**

10.1. All orders accepted by the Seller for the Goods are on the basis that these Terms and Conditions are agreed and will apply. Any variation of these Terms and Conditions of Trading will only be effective if agreed, in writing, between the Seller and the Buyer.

10.2 .If there is a dispute between the Buyer and the Seller then the dispute will be dealt with by the English Courts and English law will apply.

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