



## **FREeworld FOODS LIMITED**

### **STANDARD TERMS AND CONDITIONS OF SALE**

- **Contract:** These terms and conditions shall apply to the sale of goods (Goods) by Freeworld Foods Limited (Seller) to its customer (Buyer). These terms and conditions may only be modified or supplemented by a written instrument duly executed by an authorised representative of Seller, including without limitation Seller's sales order confirmations or Buyer's detailed requirements and specifications for the Goods (Specification), which together compromise the contract between Buyer and Seller (Contract). The Contract shall supercede any terms and conditions proposed by Buyer which are inconsistent with, or in addition to, the terms and conditions set forth in the Contract, including those in Customer's purchase order.
- **Specification:** The quantity, quality and description of any specification for the goods shall be those set out in Seller's sales confirmation. Seller reserves the right to make any change in the specification of goods which are required to conform with any applicable safety or other statutory requirements or where the goods are to be supplied to Seller's specification, which do not materially affect their quality.
- **Delivery Dates:** Seller will use its best endeavours to comply with delivery dates but such dates are estimates only and no guarantee is given nor shall such delivery dates be a term or condition of the contract and time shall not be of the essence in respect thereof. Should Buyer wish to make time of the essence Buyer shall give Seller 72 hours notice. Seller shall accept no liability of any nature whatsoever for failure to meet delivery dates and such failure shall not entitle Buyer to repudiate or cancel the contract.
- **Prices:** Unless otherwise stated, prices will be quoted net of all taxes imposts and levies which are or may from time to time be levied by any government, statutory or local authority and such additions (if any) shall be charged at the rates prevailing on the date of delivery or invoice as the case may be. In the event of Seller incurring any increases in packaging, insurance or transportation costs or any costs which are beyond Seller's control, Seller reserves the right upon giving written notification to increase its prices and such increased prices shall thereupon become payable by Buyer in respect of any Goods already ordered.
- **Title and Risk:** Risk in the Goods shall pass to Buyer upon delivery. Legal title to the goods shall remain with the Seller until such time as the Seller has received payment of the purchase price of the goods and the purchase price of any other goods or services previously or subsequently supplied by the Seller to the Buyer whereupon such title shall pass to the Buyer. The Buyer may resell the Goods or New Goods before ownership has passed to it but the Buyer's right to possession of the Goods or New Goods is immediately withdrawn and the Buyer's permission to sell the goods shall terminate immediately if the Buyer enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of Buyer's undertaking or assets or suffers anything analogous under foreign law. The Buyer grants the Seller, its agents and employees an irrevocable

licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Buyer's right to possession has terminated, to recover them.

- **Payment:** Payment shall be made on or before the last day of the agreed payment terms (Due Date). The Due Date shall be of the essence of the contract. If Buyer does not pay for the Goods by Due Date Seller shall be entitled to interest from the end of the Payment Period until the payment is made at a rate of 4% above HSBC Bank PLC Base Rate for the time being. Buyer shall not be entitled to withhold payment of any amount payable under this Contract to Seller because of a disputed claim of any nature nor shall Buyer be entitled to set off payment due to Seller under the Contract in respect of any disputed claim. Where the payments in full in respect of any consignment is not made on or before Due Date Seller shall have the right to retain any further goods which may be due for delivery until the outstanding amounts are paid in full together with such amounts as Seller in its discretion may require in respect of goods awaiting delivery. Payment shall become due immediately, upon the occurrence of any of the following: (a) non-compliance on Buyer's part with any statutory demand pursuant to the Insolvency Act 1986 or any subsequent amendment thereof; (b) the appointment of any receiver over Buyer's assets; (c) Buyer going into liquidation whether voluntary or compulsory; (d) the issue of execution or distress against Buyer goods or property; (e) Buyer making any arrangements with its creditors; or (f) Seller reasonable believes that any of the events mentioned above is about to occur in relation to Buyer and Seller notifies Buyer accordingly.
- **Claims:** No claim shall be made by Buyer against Seller in respect of visible faults unless notice thereof is given to Seller within 8 hours of delivery and such notice is confirmed in writing within 7 days of delivery. No claim shall be made by Buyer against Seller in respect of invisible faults unless notice thereof is given to Seller in writing within 7 days of removal of the Goods from Buyer's stores or public cold store and unless the Goods have been kept in such cold store at a temperature no higher than -18°C at any time (in case of frozen food). In respect of both visible and invisible faults Seller shall be under no liability to Buyer whatsoever unless, having been given the opportunity to inspect the Goods, seller has been unable to replace any found to be defective within 7 days of receipt of notice given (10 days in respect of overseas customers). Seller shall not be liable for any loss of profit or of contracts and Buyer shall indemnify Seller against any such claims. All further claims for damages save in respect of death or personal injuries caused by negligence are hereby expressed excluded. All warranties and conditions, statutory or otherwise, as to quality or the fitness of the goods or any particular purpose whether known to Seller or not are excluded. Buyer shall insure against all liability arising from use of and consumption of the goods.
- **Orders:** In the event of any order being cancelled by the Buyer, Buyer shall indemnify Seller against all loss (including profits), costs (including labour, overheads and legal costs) and all other expenses and damages incurred by Seller in connection with the order and its cancellation. Seller reserves the right on accepting orders to deliver (whether in any particular weight range of the Goods ordered or in the total number of Goods ordered) such numbers of the Goods shall not vary by more than 5% (either more or less) from the number ordered and the Buyer shall pay the Seller for the number so delivered.
- **Force Majeure:** Seller shall not be liable to Buyer or be deemed to be in breach of contract by reason of any delay performing, or any failure to perform, any of Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Seller's reasonable control: (a) Act of God, explosion, flood, tempest, fire or accident; (b) War or threat of war, sabotage, insurrection, civil disturbance or requisition; (c) Act, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any

governmental, parliamentary or local authority; (d) Import or export regulations or embargoes; (e) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either the Seller or the Buyer or of a Third Party); (f) difficulties in obtaining raw materials, labour, fuel, parts or machinery; or (g) power failure or breakdown of machinery.

- General: No Waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
- Law of the Contract: The Contract shall in all respects be governed by and construed in accordance with the English language and English law and shall be deemed to have been made in England and the parties agree to submit to non-exclusive of the courts of England.
- Agreement: These terms and conditions cannot be varied without our express written agreement, duly signed by a director of Seller

**Freeworld Foods Limited, 3b Red Lion Street, Spalding, PE11 1SX**  
**Registered in England: 6427416**