

PREMIER FOODS SERVICE PROVIDER STANDARD TERMS & CONDITIONS

Buyer: the person, firm or company who purchases the Goods from the Company.

Company: Premier Foods Service Provider Ltd. Reg no 07193905, of Unit 2, IDU, New Covent Garden Market, London, SW8 5EL.

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

Delivery Point: the place where delivery of the Goods is to take place under condition 1.9.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

Weekly Price List & Monthly Price List: price list produced by the Company determined according to Fruit Produce Journal

APPLICATION OF TERMS

- 1.1 Subject to any variation under condition 1.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions.
- 1.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 1.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 1.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions. Any quotation is valid for a period of 7 days only from its date, provided that the Company has not previously withdrawn it.

DESCRIPTION

- 1.5 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order. All descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's material are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract.

DELIVERY

- 1.6 Unless otherwise agreed in writing by the Company:
 - (a) delivery of the Goods shall take place at the Buyer's place of business;
 - (b) the Buyer shall take delivery of the Goods within a reasonable time of the Company giving it notice that the Goods are ready for delivery, and the Company will generally provide the goods within the next day unless agreed otherwise;
 - (c) any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 1.7 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 28 days.
- 1.8 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 - (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - (b) the Goods shall be deemed to have been delivered; and
 - (c) if proof of delivery is required in the form of a signature when the goods are delivered then this must be requested in writing with seven days notice,
 - (d) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

NON-DELIVERY

- 1.9 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 1.10 The Company shall not be liable for any non-delivery of Goods unless the Buyer gives written notice to the Company of the non-delivery within 24 hours of the date when the Goods would in the ordinary course of events have been received. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

PRICE

- 1.11 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's Weekly or Monthly Price List current at the date of the order placed. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

PAYMENT

- 1.12 Subject to condition 1.12(b), payment of the price for the Goods is due in pounds sterling on the last working day of the month following the month in which the Goods are delivered or deemed to be delivered:
 - (a) Time for payment shall be of the essence.
 - (b) No payment shall be deemed to have been received until the Company has received cleared funds.
 - (c) All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 1.13 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 1.14 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 1.15 If payment is not received on time and the Company has to pass the outstanding debt onto a third party recovery company, the Buyer will incur extra charges applicable on top of the outstanding balance at a further charge of 5% of the outstanding amount.

QUALITY

- 1.16 The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall:
 - (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - (b) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.

LIMITATION OF LIABILITY

- 1.17 Subject to the provisions of these conditions the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
 - (a) any breach of these conditions;
 - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 1.18 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 1.19 Nothing in these conditions excludes or limits the liability of the Company:
 - (a) for death or personal injury caused by the Company's negligence;
 - (b) or under section 2(3), Consumer Protection Act 1987;
 - (c) or under section 2(3), Consumer Protection Act 1987;
 - (d) or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability;
 - (e) or for fraud or fraudulent misrepresentation.
- 1.20 Subject to condition 1.18 and condition 1.19:
 - (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.