

Forrest Fresh Foods Ltd Standard Terms and Conditions for Sale of Goods

1. Definitions

- 1.1. In this document, the following words shall have the following meanings:
- 1.2. "FFF" means Forest Fresh Foods Ltd of Unit 6B, Scotts Industrial Park, Fishwick Street, Rochdale, OL16 5NA, Company No. 07122479, VAT registration 993846358.
- 1.3. "Buyer" means the organisation or person who buys Goods from FFF;
 - 1.3.1. "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by FFF;
- 1.4. "Delivery date" means the date specified by FFF when the Goods are to be delivered;
- 1.5. "Goods" means the articles to be supplied to the Buyer by FFF;
- 1.6. "Order Number" means the unique number that appears on the Purchase Order/ Invoice/ Proforma.
 - 1.6.1. "Price" means the price set out on the Invoice by FFF as amended from time to time or such other price as the parties may agree in writing plus such carriage, packing, insurance or other charges or interest on such as may be quoted by FFF or as may apply in accordance with these conditions;
- 1.7. "Parties" means the Buyer and FFF.
- 1.8. "Purchase Order" means an order for the purchase of goods served by FFF.
- 1.9. "Debt" means any monies outstanding to FFF that have not been settled on the Invoice Terms and Conditions

2. General

- 2.1.1. These conditions shall apply to all contracts for the sale of Goods by FFF to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may seek to apply under any purchase order, order confirmation or similar document.
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
 - 2.3.1. Any variation to these Conditions (including any special terms and conditions agreed between the parties including without limitation as to discounts) shall be inapplicable unless agreed in writing by FFF.
 - 2.3.2. Any advice, recommendation or representation given by FFF or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods or otherwise which is not confirmed in writing by FFF is followed or acted upon entirely at the Buyer's own risk, and, accordingly, FFF shall not be liable for any such advice, recommendation or representation which is not so confirmed.
- 2.4. Nothing in these Conditions, shall affect the statutory rights of any Buyer dealing as a consumer.
 - 2.4.1. If FFF does not enforce any right in these conditions, FFF will not be prevented from enforcing that right at a later date and FFF will not be deemed to have waived any rights.

3. Price and Payment

- 3.1.1. Payment of the Price is strictly cash with order unless a credit account has been established with FFF in which event payment of the Price is due 30 days following the date of invoice, unless specific extended terms are agreed upon in writing by FFF alone.

- 3.1.2. FFF shall be entitled to charge interest on overdue invoices from the date when payment becomes due, interest to accrue from day to day until the date of payment at a rate of 8 % per annum above the base rate of the Bank of England. FFF also reserve the right to charge and claim back from buyer any fixed costs associated with debt collection, Legal action or enforcement on overdue invoices.
- 3.2. FFF reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.
- 3.3. If payment of the Price or any part thereof is not made by the due date, FFF shall be entitled to:
 - 3.3.1. Require payment in advance of delivery in relation to any Goods not previously delivered;
 - 3.3.2. Refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
 - 3.3.3. If the Buyer fails to collect their ordered Goods within 10 days of FFF making those Goods available, then any deposit received will be forfeited by the Buyer.
 - 3.3.4. Appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract) as FFF may think fit;
 - 3.3.5. Charge legal fees for collection of outstanding debt to FFF.
 - 3.3.6. Returned cheques will be charged at £50 per cheque.
 - 3.3.7. Terminate the contract.
- 3.4. FFF may request from the Buyer a deposit of 25% of any Invoice for Goods or products that are not within its normal range.
 - 3.4.1. If the remaining balance is not paid by full before delivery of Goods or by the date agreed on the invoice, then FFF can terminate the contract.

4. Description

- 4.1.1. Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

5. Sample

- 5.1.1. Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so far as to constitute a sale by sample.

6. Delivery

- 6.1.1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by FFF. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.1.2. Any attempts to offload goods is at the risk of the buyer. FFF accept no liability for goods damaged during offloading. Damage caused by the buyer or anyone they instruct when offloading will be chargeable to the buyer. Goods deemed unsafe should be notified to FFF and rejected within 24 hours of accepting delivery.
- 6.1.3. The date of delivery specified by FFF is an estimate only. Time for delivery shall not be of the essence of the contract and while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.

- 6.1.4. If FFF is unable to deliver the Goods for reasons beyond its control, then FFF shall be entitled to place the Goods in storage until such time as delivery may be affected and the Buyer shall be liable for any expense associated with such storage. For example, if FFF fails to deliver due to no persons being available from the Buyer to receive the ordered Goods.
- 6.1.5. If the Buyer fails to accept delivery of Goods on the delivery date or within 3 days of notification that they are ready for dispatch whether prior to or after the delivery date FFF reserves the right to invoice the Goods to the Buyer and charge the Buyer. In addition, the Buyer shall then pay reasonable storage charges or demurrage as appropriate in the circumstances until the Goods are either dispatched to the Buyer or disposed of elsewhere.
- 6.1.6. FFF shall be entitled to deliver the Goods by instalments and where the Goods are so delivered, each delivery shall constitute a separate contract and failure by FFF to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat any other related contract as repudiated.
- 6.1.7. Where the Buyer requires delivery of the Goods by instalments, rescheduling requires FFF's written agreement and will not be possible unless at least 3 weeks' written notice is provided and so agreed. Each delivery shall constitute a separate contract and failure by the Buyer to pay the Price in respect of any instalment shall entitle FFF to treat any other related contract as repudiated in addition to any other rights of FFF pursuant to these Conditions.
- 6.1.8. Notwithstanding that FFF may have delayed or failed to deliver the Goods (or any of them) promptly, the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the delivery date.

7. Acceptance

- 7.1.1. FFF is a distributor of goods and the Buyer is exclusively responsible for detailing the specification of the Goods, for ascertaining the use to which they will be put and for determining their ability for that purpose.
 - 7.1.2. The Buyer is required to check Goods upon delivery and shall be deemed to have accepted the Goods. Accordingly, no claim for defect, damage or quality will be entertained (without prejudice to FFF's other rights pursuant to these Conditions) unless written notice together with all supporting evidence is received by FFF on the date of delivery. After acceptance, the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 7.2. The Buyer shall not remove or otherwise interfere with the marks or numbers on the Goods.
- 7.2.1. The Buyer shall accept delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that any such discrepancy shall not exceed 5%, the Price to be adjusted pro-rata to the discrepancy.

8. Risk and Title

- 8.1.1. Risk of damage or loss of the Goods shall pass to the Buyer in the case of Goods to be delivered at FFF's premises, at the time when FFF notifies the Buyer that the Goods are available for collection, or in the case of Goods to be delivered otherwise than at FFF's premises, at the time of delivery.
- 8.1.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until FFF has received in cash or cleared funds payment in full of the Price of the Goods and of all other Goods agreed to be sold by FFF to the Buyer for which payment is then due.
- 8.1.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as FFF's fiduciary agent and Bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as FFF's property.

- 8.1.4. Until such time as the property in the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been resold) FFF shall be entitled at any time to require the Buyer to deliver up the Goods to FFF and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or of any third party where the Goods are stored and repossess the Goods.
- 8.1.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of FFF, but if the Buyer does so all monies owing by the Buyer to FFF shall (without prejudice to any other right or remedy of FFF) forthwith become due and payable.

9. Insolvency of Buyer

- 9.1.1. If the Buyer fails to make payment for the Goods in accordance with the contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's property or the Goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law or if any such matter as provided for in this clause is reasonably apprehended by FFF, all sums outstanding in respect of the Goods shall become payable immediately.
- 9.1.2. FFF may in the circumstances set out in clause 9.1 above also in its absolute discretion, and without prejudice to any other rights which it may have, exercise any of its rights pursuant to clause 8 above.

10. Warranty

- 10.1.1. Where the Goods are found to be defective, FFF shall replace defective Goods free of charge within the manufacturer's warranty period if acceptable from the date of delivery, subject to the following conditions;
- 10.2. The Buyer notifying FFF in writing immediately upon the defect becoming apparent;
- 10.3. Any Goods to be replaced shall be returned to FFF at the Buyer's expense, if so requested by FFF.
- 10.3.1. Where the Goods have been supplied to FFF by a third party, any warranty granted to FFF in respect of the Goods shall be passed on to the Buyer and the Buyer shall have no other remedy against FFF.
- 10.3.2. FFF shall be entitled in its absolute discretion to refund the Price of the defective Goods in the event that the Price has already been paid.
- 10.3.3. The remedies contained in this Clause are without prejudice and subject to the other Conditions herein, including, but without limitation, to conditions 11 and 12 below.

11. Liability

- 11.1.1. No liability of any nature shall be incurred or accepted by FFF in respect of any representation made by FFF, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to: -
- 11.2. The correspondence of the Goods with any description or sample;
- 11.3. The quality of the Goods; or
- 11.4. The fitness of the Goods for any purpose whatsoever.
- 11.4.1. No liability of any nature shall be accepted by FFF to the Buyer in respect of any express term of this contract where such term relates in any way to:

- 11.5. The correspondence of the Goods with any description;
- 11.6. the quality of the Goods; or
- 11.7. the fitness of the Goods for any purpose whatsoever.
 - 11.7.1. Except where the Buyer deals as a consumer all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are hereby excluded from the contract to the fullest extent permitted by law.
- 11.8. Non-UK products must be labelled by the Buyer to comply with all food labelling regulations.
- 11.9. For the avoidance of doubt FFF will not accept any claim for consequential or financial loss of any kind however caused.

12. Force Majeure

- 12.1.1. FFF shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and FFF shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as FFF considers unreasonable, it may without liability on its part, terminate the contract or any part of it.

13. Relationship of Parties

- 13.1.1. Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Conditions shall be deemed to construe either of the parties as the agent of the other.
- 13.1.2. Information from FFF and relating to FFF including prices, quotations, quantities and similar is strictly confidential. This information must not be shared with any third party without prior consent in writing from FFF. FFF will be entitled to claim damages for any subsequent business loss as a direct result of shared information.

14. Governing Law and Jurisdiction

- 14.1.1. This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

I/We have read the terms and conditions shown above and accept they will apply exclusively to all dealings between our companies. We accept that goods supplied to us will remain the property of Forrest Fresh Foods Ltd until all amounts outstanding from us on any account have been paid in full to Forrest Fresh Foods Ltd.