

## H.B.S. FOODS LTD

### TERMS AND CONDITIONS OF SALE AGREEMENT

Contracts are made and orders are accepted only upon and subject to these conditions of sale.

#### 1. Contracts

No quotation, estimate or tender given or made by the sellers shall form an offer capable of acceptance by the buyer. A binding contract for sale shall only be created upon the acceptance in writing by the sellers of the buyers order or other offer to purchase.

Any other typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the sellers shall be subject to correction without any liability on the part of the sellers.

#### 2. Prices

In the event of the buyer cancelling a part of the order in accordance with the provisions of clause 11 the sellers reserve the right to revise the price or prices quoted for goods already delivered.

#### 3. Conditions and warranties

Where samples of goods are provided, these are submitted only as indicative of the class, size or colour of goods for any sales of goods shall not be by reference to any such samples.

All conditions, warranties, terms and obligations whether expressed or implied by statute, common law, custom or otherwise (including, without prejudice to the generality of the foregoing, any warranty or condition as to the merchantable quality for any particular purpose of the goods) are excluded to the fullest effect permitted by law. If the buyer claims or detects a defect in the goods, the buyer will either return those goods to the sellers or, if the goods are retained by the buyer, indemnify and keep the seller indemnified against all liability and claims which may arise out of or incidental to the defect.

#### 4. Delivery of goods to the buyer and the buyers responsibility

On being given notice of delivery to some place other than the seller's premises the buyer is responsible for arranging prompt unloading of the motor transport at the final destination. Any additional costs incurred due to delays in discharging motor transport are for the buyers account provided such delays occur during the accepted working hours applicable to the area of destination see clause 9 retention of title.

#### 5. Damage loss short delivery

On delivery the buyer shall examine the goods for defects and completeness. Thereafter no claim for damage in transit for shortage in delivery or for loss of goods will be entered unless in the case of damage a separate notice in writing is given to the carriers or to the sellers within seven days of the receipt of the goods. In all cases a signature, unexamined, shall be deemed to be an unconditional acceptance of the goods.

The sellers shall not in any circumstances be liable, whether in contract or tort, to the buyer for any indirect or consequential loss or damage (including, without limitation, loss of profit, loss of contracts or damage to property) or for any claim against the buyer by any third party and the guarantee given by the sellers hereunder shall not be transferable to any person.

**6. Credit agreements**

Where the sellers have granted the buyer a credit facility, the price for the goods shall be paid by the buyer at the end of the month following the month of delivery. Any variation in terms must be agreed.

The sellers reserve the right to withdraw or vary credit facilities at any time by summary written notice to the buyer.

**7. Late payment**

When payment of any of the seller's invoices is over-due the sellers may suspend further deliveries

In the event of legal action being taken by the sellers against the buyer for breach of payment obligations hereunder, the buyer shall be responsible for all costs and disbursements incurred by the sellers on a full indemnity basis.

**8. Risk and liability**

Risk and damage to or loss of the goods shall pass to the buyer at the time of delivery.

**9. Retention of title**

Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions. Title to the goods shall remain in the seller until all monies owing to the seller by the buyer on any account whatsoever have been paid.

Until such time as the title in the goods passes to the buyer, the buyer shall hold the goods as the sellers 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 the sellers property.

Until such time as the title in the goods passes to the buyer (and provided the goods are still in existence and have not been resold) the sellers shall be entitled at any time to require the buyer to deliver up the goods to the sellers and if the buyer fails to do so forthwith to enter upon any premises of the buyer or any third party where the goods are stored and reposes the goods.

**10. Customer cancellation of orders**

Contracts and orders and parts thereof maybe cancelled only by the seller's written acceptance of such cancellation. Where the sellers accept such cancellation, the sellers reserve the right to charge the buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation. Where the sellers do not accept such cancellation, they, the sellers reserve the right to recover the invoice price from the buyer and to charge the buyer with additional losses both direct and indirect resulting from such cancellation. In any case where the sellers were required to place a deposit with a manufacturer or supplier in respect of an order, the sellers may require the buyer to reimburse such sum in the event of cancellation.

**11. Force majeure**

The sellers shall not be liable to the buyer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the sellers obligations in relation to the goods, if the delay or failure was due to any cause beyond the sellers reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the seller's control.

- A. Act of god, explosion, flood, tempest, fire or accident.
- B. War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- C. Acts, 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 the sellers or of a third party)
- F. Difficulties in obtaining raw materials, labour, fuel, parts or machinery.

**12.       Insolvency liquidation receivership administrative receivership**

The sellers shall have the right to terminate the contract forthwith where the buyer becomes insolvent or makes arrangements with its creditors or suffers a receiver to be appointed or (being a body corporate) enters into liquidation in any of which cases the sellers shall have no further obligation hereunder and the price for all goods delivered and work done shall become immediately due and payable.

In the event of insolvency, liquidation, receivership or administrative receivership or arrangement with creditors the seller has the option to identify and remove any products invoiced but not paid for at any time

**13.       Compliance with data protection act 1998**

The sellers are required under the act to pass on data requested by their bankers which is pertinent to the buyers ability to pay for goods supplied to them.

**14.       Supply of goods**

The seller cannot be held responsible beyond 28 days of delivery for any infestation claims against the products delivered. All goods received by the buyer must be signed for correctly. Shortages or damages must be notified at point of delivery. Any claims made after delivery may not be honoured by the seller.

The terms and conditions in the above agreement are understood and accepted

SIGNED .....

PRINT .....

DULY AUTHORISED DIRECTOR ON BEHALF OF:

.....  
COMPANY NAME/STAMP

