



# catering supplies

## Bunzl UK Ltd terms and conditions of sale

### 1) Basis of sale

- a. Bunzl UK Limited ("the Company") shall sell and the person who accepts the Company's quotation or who places an order accepted by the Company ("the Customer") shall purchase goods supplied by the Company subject in either case to these conditions which shall govern the contract to the exclusion of all other terms, conditions and warranties whatsoever (including any which are implied by statute or common law and any which may appear in the Customers order) unless any of the same are specifically agreed in writing by a director of the Company.
- b. No variation to these conditions shall be binding unless agreed in writing by a director of the Company.
- c. The Company's employees or agents are not authorised to make any representations as to the description, quality or fitness for any particular purpose of any goods supplied by the Company. If a representation is made or an opinion expressed which materially affects the Customer's decision to place an order, the Customer should ensure that such details be confirmed in writing by a director of the Company so as to form part of the contract; no liability can otherwise be accepted.
- d. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of order invoice or other document or information issued by the Company shall be subject to correction without liability on the part of the Company.
- e. Whilst the Company takes every precaution in the preparation of its catalogues and other literature, these documents are for the customer's general guidance only and the particulars contained therein shall not constitute representations by the Company and the Company shall not be bound thereby.

### 2) Delivery

- a. Goods to be delivered to the Customer shall be delivered by one or more consignments, as may be agreed between the parties. Where goods are to be supplied by more than one consignment, then each consignment shall be deemed to constitute a separate contract.
- b. Each consignment must be inspected in the presence of the Company's delivery agent.
- c. Risk in the good supplied shall pass to the Customer when the goods are delivered to or collected by the Customer or its agents.
- d. Notwithstanding clause 2 (a) above, where the Company supplies special printed stock and has specified a last delivery date in its quotation, the Company reserves the right to deliver all such stock covered in the quotation by the last delivery date. Where no last delivery date has been so specified, then the company shall be entitled to deliver the special printed stock covered by its quotation within a reasonable period.
- e. Any dates quoted for the delivery of goods are approximate only and the Company shall not be liable for any delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence. The goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

### 3) Prices

- a. Subject to sub-clause 3 (b) below, the price of the goods shall be the Company's quoted price or when no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's relevant price list current at the date of order acceptance.
- b. The price of the goods shall be subject to alteration by the Company at any time before delivery for reasons including, but not limited to, alterations arising from any increase in the costs of the Company which is due to any factor beyond its control such as, without limitation, any foreign exchange fluctuation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture or other overheads, any change in delivery, dates, quantities or specifications for any goods which is requested by the Customer or the failure of the Customer to give the Company adequate information or instructions.
- c. The price is exclusive of any applicable Value Added Tax, which the Customer shall be additionally liable to pay to the Company.
- d. Deliveries exceeding the Company's minimum order delivery requirement from time to time are made free of charge to mainland U.K. addresses. For all other deliveries, the cost of carriage will be charged in addition to the price charged in accordance with these conditions.

### 4) Payment

- a. The Customer shall pay the price of the goods within 28 days of the date of the Company's invoice notwithstanding that delivery may not have taken place and the property in the goods has not passed to the Customer. Time for payment of the price shall be of the essence of the contract.
- b. If payment of the price or any part thereof is not made by the due date, the Company shall be entitled without notice:
  - i. to charge interest both before and after any judgement on the outstanding amount at the rate of 4% per annum above the HSBC Base Rate accruing daily.
  - ii. appropriate any payment made by the Customer to such goods and/or services supplied under any contract between the Customer and the Company as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
  - iii. to cancel or suspend delivery of any goods ordered by the Customer, which have not been delivered without incurring any liability to the Customers.
- c. The Customer shall have no right of set-off in respect of any claims it may make against the Company.

### 5) Reservation of Title

- a. Notwithstanding delivery and the passing of risk, the property in all the goods delivered by the Company to the Customer shall remain vested in the Company until unconditional payment in full is received and cleared through the Company's bank account not only for the goods but also for goods and/or services comprised in any other contracts between the Company and the Customer which have been delivered and/or performed but remain unpaid.
- b. Until payment due from the Customer under all contracts between the Customer and the Company has been so received in full:
  - i. the Customer shall hold the goods upon trust for the Company.
  - ii. the Customer shall at all times keep the goods comprehensively insured against normal perils and damage;
  - iii. the Customer shall subrogate to the Company any rights it may or will have in respect of insurance monies recoverable from the goods;
  - iv. the Customer shall hold the goods as bailee in a fiduciary capacity for the Company and it shall be the responsibility of the Customer to keep the goods in good condition at its own expense;
  - v. the goods shall be held separately from any other assets and be identified as the property of the Company; and
  - vi. the Customer shall permit any officer, employee, representative or agent of the Company to enter with or without vehicles onto the Customer's premises or other site where the goods are located and to repossess the goods.

### 6) Termination

- a. In the event of:
  - i. entry by the Customer into a deed of arrangement;
  - ii. the failure by the Customer to comply with any statutory demand served on it under the Insolvency Act 1986;
  - iii. the making of voluntary arrangement between the Customer and its creditors under the Insolvency Act 1986;
  - iv. the obtaining of any judgement against the Customer, or the levying of distress of execution on any premises owned or occupied by the Customer;

- v. the appointment of a receiver or an administrative receiver (whether by the court or out of court) in relation to the whole or any part of the Customers property.
  - vi. The presentation of a petition for the winding up of the Customer or for the making of an Administrative Order; or
  - vii. The commission by the Customer of any breach of these conditions or any other term of the contract for the provision of goods or services, the Company may forthwith without notice terminate the contract without liability to the Customer.
- b. Any such termination (howsoever occasioned) shall not affect any accrued rights or liabilities of the Company and in particular the Company's right to be paid for goods delivered or services performed prior to such termination and to damages generally.

### 7) Claims and limitations on liability

- a. Without prejudice to clause 8, the Customer shall have no claim for shortages or defects apparent on visual inspection of the goods unless:
  - i. the Customer has inspected the goods in the presence of the Company's delivery agent; and
  - ii. the Company receives a written claim from the customer within 24 hours of the date of delivery.
- b. The Customer shall have no claim in respect of defects not apparent on visual inspection at the time of delivery unless a written claim is received by the Company within three days of the defect in the goods supplied first becoming apparent to the Customer and in any event no later than one month after the date of delivery of the goods to the Customer.
- c. Subject to sub clauses 7(a) and (b) above, if any goods supplied to the Customer prove on inspection to be defective in material or manufacture the Company undertakes, at its option, to replace the same or to refund to the Customer the price of the goods and in no circumstances will liability exceed the cost of replacement or the price paid by the Customer for the goods.
  - d. Whereas:
    - i. the potential extent of the damage that might be caused or be alleged to be caused to the Customer is disproportionate to the amount that can reasonably be charged (and is charged) by the Company to the Customer;
    - ii. the Company is concerned to keep down the cost of advice or recommendations given to the Customer and this must necessarily involve limiting the liability of the Company for any loss or damage caused to the Customer. For the reasons set out above any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the goods (including recommendations and training on good food hygiene practice) whether confirmed in writing or otherwise is followed or acted upon entirely at the Customer's own risk and accordingly subject to clause 7 (e) the Company shall not be liable for any such advice or recommendations.
- e. The Company shall accept liability for death or personal injury resulting from the negligence of the Company or its employees.
- f. The Company shall not be liable for any loss of profit (whether direct or otherwise), or any consequential or indirect losses suffered by the Customer or its customers, whether this arises from a breach of a duty in contract or in tort or in any other way. Without prejudice to 7(c) and 7(e), the Company's total aggregate liability arising under or in connection with the Heads of Terms Agreement, and all orders fulfilled pursuant to it to which this Appendix 1 applies, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to £250,000.
- g. Nothing in these conditions shall effect the statutory rights of any person dealing with the Company as a consumer.
- h. The Company reserves the right to cancel or vary any Contract in the event of its being unable for any reason to execute the whole or part of the order.

### 8) Quantity Variations

- a. A shortage or surplus not exceeding 10% in quantity of the order shall be deemed to be due execution of any such order and shall be allowed or charge for and paid pro rata.

### 9) Intellectual Property

- a. The copyright and any other intellectual property rights in any drawing or other work susceptible of copy right protection produced by the Company for the Customer shall vest and remain vested in the Company until payment therefore has been received by the Company in full. The price of such drawings or other work shall be the Company's quoted price which may be altered by the Company without notice to the Customer if not accepted within 28 days of the date of the quotation. The Company shall be entitled to increase such quoted price notwithstanding acceptance by giving notice to the Customer at any time in the event of any increase in the Company's overheads prior to production. The provisions of clause 4 above shall apply mutatis mutandis to the payment of the price of the drawings or other work.
- b. Until payment due from the Customer in respect of any drawings or other work so produced has been received by the Company in full:
  - i. the Customer shall not without the prior written consent of a direct of the Company disclose or use or suffer others to disclose or use any of the drawings or other work or any extracts therefrom or any copies thereof;
  - ii. the drawings and other work received by the Customer together with any copies thereof and materials derived therefrom shall be returned to the Company promptly on demand failing which the Customer shall permit or procure that any officer, employee, representative or agent of the Company to enter with or without vehicles onto the Customer's premises or any other site where the drawings or other work are located and to repossess the same together with any copies thereof.
- c. In addition all other remedies that the Company may be entitled to as a matter of law, the Company shall be entitled to specific performance and any other form of equitable relief to enforce provisions of the clause 9 and the Customer acknowledges by commissioning drawings or other work that damages will not be an adequate remedy for any breach by the Customer of the clause.

### 10) Indemnity

- a. The Customer shall upon demand indemnify the Company against all loss, damage, injury, costs and expenses (including without limitation professional fees incurred) suffered by the Company to the extent that the same are caused or related to:
  - b. design specifications given to the Company by the Customer in respect of goods or drawings or other works which are to be produced by the Company;
  - c. the improper incorporation, assembly, use, processing, storage or handling by the Customer of goods supplied by the Company.

### 11) Specifications

- a. Specifications, dimensions and other product details are stated in good faith and the Company will endeavour to ensure that the goods supplied to the Customer comply with such specifications, dimensions or other product details. However it may not be possible for the Company to control minor deviations from specifications, dimensions and other product details and therefore it reserves the right in such cases to supply goods of a substantially similar specification or dimension.

### 12) Unenforceability

- a. In the event that any condition or part thereof shall be in breach of or be unenforceable under any rule of law or legislation it shall be of no effect but all other conditions shall remain in full force and effect and shall be severable from such offending condition or part of it.

### 13) Force majeure

- a. The Company shall not be liable for any failure to deliver the goods or other failure to perform the contract arising from circumstances outside the Company's control.