

## CONDITIONS OF SALE

1. Unless otherwise stated all goods specified in this contract are warranted to conform to the Sale of Food & Drugs Act (1955). Canned goods are warranted free from defects for 90 days from date of invoice unless otherwise stated, or in allowance made in lieu thereof.
2. Goods sold for shipment and otherwise prior to arrival, are subject to (a) safe arrival of vessel and cargo (b) any variation in rates of Freight, Insurance, Duty (to be for Buyers Account) part shipment permitted.
3. Each shipment, delivery or tender to be considered as a separate Contract. Should there be any dispute on quality, the goods may not be rejected, but are to be accepted by Buyers with an allowance either agreed mutually or by arbitration.
4. We are not to be held liable for any consequence from any cause due to "Force Majeure", delay, accidents, riots, strikes, lock-outs, failure of crop or pack, governmental restrictions, prohibition or other exercise of Governmental Authority, or any other cause beyond our control. Should any goods be the subject of any special export or import enactment or regulation, we are not to be held liable for any change in packing price or any other necessary consequences arising there from.
5. Goods sold ex wharf/quay/store are to be taken from where they lie or arrive. Carriage, at your request, may be undertaken for your account and risk.
6. Payments, unless otherwise agreed in writing, will (a) fall due 21 days from the date of delivery (b) on any goods not paid for within the agreed terms, be subject to interest charges of 2% per month effective as from thirty days from delivery date. This surcharge will be applied automatically, unless written agreement to waive this sub clause has been issued by us.
7. (a) Without prejudice to any seller's other rights under the agreement between the parties notwithstanding delivery of any goods the property in the goods shall remain in the Seller until the Buyer has paid in full in cash therefore. If such payment is overdue in whole or in part the Seller may (without prejudice to any of his other rights) recover or resell the goods or any of them and may enter upon the Buyer's premises for that purpose, a licence for which purpose is hereby granted. If any of the goods are incorporated in other goods before such payment the property in the goods delivered by the Seller shall nevertheless be and remain with the Seller until such payment has been made PROVIDED THAT where any goods delivered under this contract have been sold by the Buyer either in their original form or after processing or incorporation in some other product then the Buyer shall be trustee for the Seller of the proceeds of sale thereof or of any claim by the Buyer in respect of such proceeds until such time as the Seller shall have been paid in full for such goods.  
(b) Notwithstanding the provisions in sub-clause (a) hereof the sold goods shall be at the risk of the Buyer from the time when they cease to be in the possession of the Seller and in particular when they are delivered into the possession or custody of a carrier, forwarding agent, warehouseman or other bailee or agent for the purpose of transmission whether such person is in contract with or instructed by the Seller or the Buyer.  
(c) The Buyer shall inform the seller if
  - (i) Any distress or execution shall be levied upon the Buyer or the property or assets of the Buyer or
  - (ii) The Buyer makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy or
  - (iii) Any petition or receiving order in bankruptcy is presented or made against the Buyer or
  - (iv) (Where the Buyer is a limited company) any resolution or petition to wind up the business of the Buyer is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or a Receiver is appointed of the whole or any part of the Buyer's undertaking property or assets.
8. CLAIMS
  - (a) On shipments: Claims of whatsoever nature (excluding warranty) must be made out not more than 21 days from the last date of shipment/delivery or 14 days after date of invoice whichever is the earlier, otherwise they cannot be entertained.
  - (b) On delivered goods: All goods must be checked before signing Delivery Note, a clear signature and date must be given.  
All claims for non-delivery or damages must be made within 7 days of delivery date.  
No goods will be accepted by the Driver for unlifting, unless an uplift note has been authorised, except in the case of refusal of goods at the time of delivery due to, errors in delivery.
9. WARRANTY CLAIMS  
Claims for Defectives must be supported by Condemnation Certificates stating that goods have been destroyed and dated within the given warranty period. Certificates must be submitted not later than 14 days after expiry of warranty period and must bear Brand, Marks and Code Numbers of tins if any or other identification details.
10. STORAGE  
Goods must be stored under conditions generally accepted for the commodity as stated on labels or packing, otherwise claims for defectives may not be accepted.
11. The construction, validity and performance of all orders shall be governed by the law of England and all disputes, which may arise under, out of or in connection with or in relation to any order shall, failing an amicable settlement, be submitted to the arbitration to the Bradford Chamber of Commerce under and in accordance with its rules at the date hereof. Services of any notices in the course of such arbitration at the addresses as given on any order shall be valid and sufficient.