



## West Farm Wholesale Limited

### Trading Terms & Conditions

#### 1.0 DEFINITIONS

1.1 West Farm Wholesale means West Farm Wholesale Limited and any of its subsidiaries (as defined in section 1159 of the company's act 2006). "The Company" means the member of West Farm Wholesale Limited which accepts the order for the goods. "The Buyer" means the person, persons, firm or company entering into a contract with the company. "Terms" means the terms set out herein and any special terms agreed, in writing, between The Company and The Buyer. "Goods" means the products or services to be supplied by The Company. "Goods" means the products or services to be supplied by The Company. "Contract" means the Contract for the supply of Goods incorporating these terms and conditions of sale.

These are the terms and conditions that apply to all sales and are the basis upon which all orders are accepted. They will apply to all future transactions unless or until varied in writing by The Company.

#### 2.0 GENERAL

- 2.1 No terms, conditions or reservations stipulated by the buyer, and no course of dealing shall annul, vary or add to any of the items and conditions set out herein.
- 2.2 No cancellation or variation of any Contract is permissible without the agreement of The Company, and on terms that the buyer shall indemnify The Company against all losses of profit and costs incurred.
- 2.3 In the event that either party shall become subject to proceedings under the Insolvency Act 1986, the other party shall have the right to terminate the Agreement forthwith.

#### 3.0 AVAILABILITY

- 3.1 Notwithstanding acceptance of any order, all goods are offered for sale subject to availability.

#### 4.0 PRICING

- 4.1 All prices are subject to alteration without prior notice and products will be invoiced at the prices ruling at the date of delivery.
- 4.2 Prices in our list are quoted exclusive of value added tax that will be added, where applicable, at the rate current on the day of delivery.
- 4.3 Orders over the value of £500 will be delivered free of any delivery charge. Orders between £200 and £500 **MAY** be subject to a delivery charge of £30.00. Orders below £200 **WILL** incur a £30 charge for delivery. The minimum order value for any collected orders is £100. These values are exclusive of value added tax.
- 4.4 All deliveries are for UK mainland only, prices for all deliveries not to UK mainland addresses will be quoted on application, minimum order values still apply.

#### 5.0 PAYMENT

- 5.1 For buyers who have been granted credit facilities, payment for products supplied shall be made within 30 days of date of invoice. For buyers without credit accounts payment for products supplied shall be strictly on a pro-forma basis.
- 5.2 The buyer shall not be entitled to make any deduction or set off from any sums claimed by The Company any amount due or claimed against The Company by The Buyer whether under this or any other contract.
- 5.3 All discounts from trade prices are granted on condition that payment is made by the due date. Should payment not be received by the due date discounts and promotions may be removed and products re-invoiced at standard list price.
- 5.4 In the event that the customer shall fall into arrears with any payment whatsoever, then all other unpaid amounts shall become due and The Company shall be entitled to suspend any further deliveries and orders and withdraw credit facilities for future transactions.

- 5.5 The Company reserves the right at its discretion to charge interest on unpaid invoices calculated at a daily rate of 4% above Royal Bank of Scotland base lending rate then applicable from the date when payment for The Goods becomes due until the date when payment of cleared funds is received in full by The Company.
- 5.6 The Company reserves the right to charge a minimum of £35 for each cheque unpaid by The Buyers bank and a minimum of £35 for each unpaid Direct Debit, including cheques which are returned marked "please represent".

## 6.0 RESALE OF GOODS

6.1 The Goods are supplied subject to the following conditions:

- The Goods must be sold or re-sold only in the package and containers in which The Goods were supplied by The Company
- No trade mark(s) other than the trade mark(s) carried by The Goods at the time of delivery will be marked on or applied in relation to The Goods.
- The Buyer shall take all such steps that are necessary to ensure that The Goods are stored, displayed and offered for sale in accordance with any instructions provided by The Company from time to time.
- That the buyer will co-operate with The Company in the event it is necessary to recall any Goods supplied.
- The buyer shall not alter, add to, deface, remove, conceal or obliterate any trademark attached or applied to The Goods.
- No right or licence is granted under these conditions or any contract to The Buyer under any trademark, copyright, registered design or other intellectual property right except to use or re-sell The Goods. No warranty is given as to whether that use or re-sale will infringe the rights of third parties.

## 7.0 DELIVERY

- 7.1 Risk in product shall pass to The Buyer upon delivery.
- 7.2 Delivery dates are given in good faith but are estimates only.
- 7.3 Time for delivery shall not be of essence to The Contract.
- 7.4 Neither The Company, nor any of its Directors, Officers, Employees or Agents, shall be liable for any loss arising from any action taken, or omitted, by it or them, under or in connection with The Agreement of the assignment.
- 7.5 Without prejudice to the clause (above). The Company shall not in any case be liable for indirect or consequential damages.
- 7.6 The Company's total liability under or in connection with The Agreement (except in the case of willful misconduct), whether founded in contract or in tort, is limited in respect of any events, series of connected events, to a sum equal to the total contract price payable for the duration of The Agreement or for one year (whichever is the shorter).
- 7.7 Nothing in The Agreement shall exclude The Company's liability for death or personal injury caused by The Company's negligence.

## 8.0 CLAIMS

- 8.1 The Company accepts no liability for loss or damage to Goods in transit unless:
- Goods are examined and signed for immediately upon receipt of delivery.
  - The Buyer notifies The Company, in writing, within 72 hours of any claim for short delivery or damage to The Goods.
  - The relevant delivery document is endorsed with details of any loss or damage prior to the delivery vehicle leaving the premises being delivered to.
  - An oral communication of any alleged defect or damage, shortages or non-delivery will not be deemed sufficient for the purpose of these conditions.

## 9.0 RETURNS

- 9.1 Goods returned by The Buyer without the consent of The Company will not be accepted for credit.
- 9.2 The Company reserves the right to credit the value of any returned Goods that are not in saleable condition.
- 9.3 The Company will not accept the return of any part or opened case.

- 9.4 All Goods that are going to be returned or in process of shall be stored in a secure and hygienic environment at all times. The Buyer is responsible for ensuring the chosen transportation method that will guarantee the integrity of The Goods at all times.
- 9.5 The Company will be entitled to make an additional charge if, in its sole discretion, it agrees to the return of The Goods at The Buyers request.

#### 10.0 RETENTION OF TITLE

10.1 Until The Company has received payment for all Goods whatsoever that The Company has supplied at any time to The Buyer or to any holding, subsidiary or associate company of The Buyer as defined respectively by section 736 of The Companies Act 1985 and the section 435 of The Insolvency Act 1986:

- The Goods shall remain The Company's property and The Buyer shall store The Goods separately and/or keep them in such a way that they can be readily identified as being the property of The Company.
- The Buyer accepts that he hold The Goods in a fiduciary relationship as The Company's bailie.
- The Buyer is permitted to sell The Goods in the ordinary course of business on the basis that the net proceeds of any sale shall become The Company's property but has no authority to enter into any contract of sale on The Company's behalf.
- Without prejudice to any other remedy that The Company may have, The Company may, at any time, revoke The Buyers power of sale by notice to The Buyer is in default in payment of any sum whatsoever due to The Company, or any cheque or other negotiable instrument drawn by The Buyer in favour of The Company is dishonoured on presentation for payment, or if The Company has bona fide doubt as to the solvency of The Buyer.
- The Buyers power of sale shall automatically cease if any administrative receiver is appointed over any of the assets of The Buyer or, if The Buyer goes into voluntary liquidation or calls a meeting of its creditors or commits any act of bankruptcy.
- Upon determination of The Buyers power of sale all sums payable in respect of The Goods supplied shall become due immediately, notwithstanding that any period of credit permitted under the contract may not have expired, and The Company shall be entitled to enter upon any premises for The Buyer, or to which The Buyer has access, for the purpose of removing any remaining Goods which The Buyer agrees to place at The Company's disposal.
- The Company may maintain an action for the price of The Goods notwithstanding the ownership of them has not passed.

#### 11.0 FORCE MAJEURE

11.1 The Company shall not be liable for any failure or delay in performance of its obligations to The Buyer as a result of causes beyond The Company's reasonable control.

#### 12.0 VARIATIONS

12.1 Any conditions of contract, which The Buyer may seek to impose, shall form no part of the contract between The Buyer and The Company and any changes to the above Terms and Conditions must be agreed in writing. None of The Company's employees has the right to bind The Company to any verbal agreement that does not comply with these Terms & Conditions.

12.2 If any of these Terms & Conditions is rendered void or unenforceable at law then that part shall be severable from these Terms & Conditions and they shall remain otherwise in full force and effect.

13.0 JUDICIAL JURISDICTION

13.1 These Terms & Conditions shall be construed and governed in all by English Law and The Buyer and The Company shall submit to the jurisdiction of the English Courts.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVE TERMS & CONDITIONS AND I ACCEPT THEM ON BEHALF OF THE COMPANY NAMED BELOW FOR WHICH I AM A DULY AUTHORISED SIGNATORY:

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

CAPACITY OF SIGNATORY: \_\_\_\_\_

DATE: \_\_\_\_\_