

TERMS AND CONDITIONS OF SALE

1. **DEFINITIONS** – In these Terms and Conditions of Sale all references to “the Company” are to Aimia Foods Ltd, all references to “the Buyer” are to the person, firm or company by whom the Order is given to the Company and all references to “Goods” are to the goods which are supplied by the Company to the Buyer.
2. **GENERAL** – All contracts for the sale of Goods by the Company shall be deemed to incorporate these Terms and Conditions of Sale except as otherwise specifically agreed in writing by the Company. These Terms and Conditions of Sale shall override any terms and conditions stipulated, incorporated or referred to by the Buyer in any order, correspondence, negotiations or in any other way.
3. **OFFER AND ACCEPTANCE**
 - (a) The Company’s price list and quotations do not constitute offers by the Company.
 - (b) No order is binding on the Company until accepted by the Company’s issue of an official order acknowledgement or invoice.
 - (c) Acceptance of the Buyer’s order is subject to the Goods being available.
 - (d) After an order has been accepted by the Company, the order can only be cancelled with the Company’s written consent.
4. **PRICES**
 - (a) All Goods will be supplied at the Company’s prices in force at the date of despatch, which are exclusive of VAT.
 - (b) All prices and quotations are subject to variation or withdrawal by the Company at any time without notice.
 - (c) Any duty or tax, present or future, levied or imposed in any country or territory in respect of the sale or delivery of the Goods is payable by the Buyer.
5. **PAYMENT TERMS**
 - (a) The Buyer shall pay the full net amount of each invoice in respect of the Goods by the 15th day of the month following the month of delivery.
 - (b) Time for payment will be of the essence and the Buyer shall have no right of set off, statutory or otherwise.
 - (c) Interest shall be due and payable on all overdue amounts at the rate specified in the Late Payment of Commercial Debts (interest) Act 1998 as amended, as applicable to a claim for statutory interest.
 - (d) The Company shall grant credit accounts only upon approval of trade and bank references as required and the Buyer’s acceptance of these Terms and Conditions of Sale. In its discretion the Company may require the Buyer to pay cash or provide security for payment.
6. **DELIVERY**
 - (a) While the Company will endeavour to meet delivery dates, it will not be liable for any delay in delivery howsoever caused or for any loss or damage consequential or otherwise arising therefrom, nor shall any delay entitle the Buyer to cancel any contract. Time of delivery shall not be of the essence.
 - (b) If a contract provides for delivery by instalments, each instalment shall be deemed to be the subject of a separate contract. Non-delivery or delay in delivery of any instalment shall not affect the contract as regards to other instalments, nor shall it entitle the Buyer to treat the contract as rescinded.
 - (c) Goods are not supplied on a sale-or-return basis and a full signature for the Goods received must be at the time of each delivery, signature on the delivery document being conclusive proof of delivery. No Goods may be returned without the written permission of the Company. The Company shall not be under any liability whatsoever for Goods returned by the Buyer without permission.
7. **DAMAGED OR DEFICIENT GOODS**
 - (a) In the event of Goods reaching the Buyer in a damaged or deficient condition the Buyer should:-
 - (1) notify the carrier and the Company immediately;
 - (2) endorse the relevant proof of delivery document accordingly;
 - (3) submit to the Company’s Head Office written particulars of the claim within three days of receipt of the Goods.
 - (b) Claims for total or partial loss of consignment must be received at the Company’s Head Office within three days of the date of the relevant invoice.
 - (c) Claims received in respect of Goods signed for in good condition cannot be accepted by the Company.
8. **TITLE TO GOODS**
 - (a) Notwithstanding the passing of risk, the title to and property in the Goods shall remain with the Company until the Buyer has paid all sums due and owing to the Company.
 - (b) Until title to the Goods passes the Buyer;
 - (1) shall hold the Goods as fiduciary agent and bailee for the Company;
 - (2) shall keep the Goods separate and stored so as to be clearly identifiable as belonging to the Company;
 - (3) is licensed by the Company to sell the Goods in the ordinary course of business provided that the proceeds of sale are held in trust for the Company and always identifiable and provided also that the Buyer’s power of sale may be revoked at any time by the Company and shall cease automatically if the Buyer commits any act of bankruptcy or enters into administration, receivership or winding up; and
 - (4) on demand shall deliver up the Goods to the Company, which the Buyer irrevocably authorises to enter the Buyer’s premises for the purpose of recovering the Goods.
9. **RISK AND INSURANCE**
 - (a) The risk in Goods agreed to be sold by the Company shall unless the Goods are forwarded by sea, pass on delivery of the Goods to the Buyer. The Company shall be entitled to treat the risk as having passed if the Buyer fails to require or accept delivery of the Goods (as the case may be) when delivery falls due.
 - (b) Goods forwarded by sea are at the Buyer’s own risk, unless the Company is specifically instructed to insure on the Buyer’s behalf. The Company is not required to give any notice to the Buyer to enable the Buyer to insure the Goods during their sea passage. The Company accepts no responsibility for short landed Goods if a clean receipt is given to the carrier.
10. **FORCE MAJEURE**
 - (a) The Company shall not incur any liability or be responsible for any loss or damage sustained by the Buyer arising out of or consequence of any interruption in the source of supplies, holding up or delay in shipment of deliveries, any prohibition of import or export, the seizure or stoppage of or requisition of ships or vessels, Act of God, outbreak of hostilities (whether or not war is declared), insurrection, riot, Civil disturbance, Government act or regulation, fire, flood, explosion, accident, theft, climatic conditions, strike, lock-out or trade dispute (whether of the Company’s employees or some other parties), shortage or unavailability of goods, labour or power, or caused by or resulting from any other event or circumstances (whether or not of the same or similar kind to those enumerated) beyond the Company’s control.
 - (b) Without prejudice to the generality of paragraph (a) of this condition, the Company shall have the right to cancel or delay delivery or reduce the amount delivered (without any liability on the Company for any loss or damage consequential or otherwise arising therefrom). If the Company is unable to fulfil its contractual obligations by reason of any cause beyond the Company’s control.
11. **FINANCIAL RISK** – If the Company considers in its absolute discretion that the financial circumstances of the Buyer do not justify payment on the credit terms or any other arrangements previously agreed or the Buyer fails duly to pay for any Goods or to comply with any other material requirements under any contract with the Company, then in either such event the Company may at its own option, without prejudice to any of its other rights or remedies, either require payment in cash before despatch of Goods remaining to be delivered or may cancel all or any contracts with the Buyer and in the case of contracts where delivery is to be made by instalments cancel all or any of such contracts as regards undelivered instalments.
12. **WARRANTY**
 - (a) The Company warrants that it has title to and the right to sell the Goods.
 - (b) The Company warrants that all Goods conform with the requirements of the Foods and Drugs Act and of all relevant foodstuffs regulations applicable to the Goods currently in force in the United Kingdom.
 - (c) No warranty or representation is given as to the fitness of the Goods for any purpose.
13. **LIABILITY**
 - (a) Nothing in clause 13 shall exclude or restrict the Company’s liability for death or personal injury resulting from its negligence.
 - (b) In the event of any defect of manufacture or materials or workmanship in the Goods and subject to notification in accordance with clause 7 above, the Company undertakes at its own expense either to remedy such defect or at its option to replace the Goods.
 - (c) Subject to clause 13 (a) and (b) the Company shall not be liable for any loss of or damage to or resulting from the supply or use of the Goods whether arising from breach of duty in contract or tort (including negligence) and in no circumstances shall the Company be liable for any loss of profit or revenue or for any indirect or consequential loss or damage.
 - (d) Subject to clause 13 (a) the total liability of the Company for all or any claims shall not exceed the price of the Goods.
14. **EXPORT SALES** – All export sales are subject to all necessary licences and Exchange Control authorisation being obtained. It is for the Buyer to obtain all such licences and authorisations in respect of any country other than the United Kingdom.
15. **TERMINATION** – If the Buyer commits a material breach of contract or any act of bankruptcy or enters into administration, receivership or winding up, then in any such event the Company shall have the right to cancel or suspend delivery and treat the contract as determined, but without prejudice to the Company’s right to any sums due and damages for loss suffered in consequence of such determination.
16. **HEALTH AND SAFETY** – The Company has made available any product information issued on the safe storage, handling and distribution of the Goods. The Buyer shall be responsible for complying with all statutes, regulations and codes of practice applicable to the Goods.
17. **NO ASSIGNMENT** – All contracts are made between the Company and the Buyer and are not assignable by the Buyer without the consent of the Company.
18. **NOTICES** – Any notice purported to be given under the contract to the Buyer shall be deemed to have been duly served and have been received by the Buyer in due course of post, if sent by the Company by prepaid letter post addressed to the Buyer at the Buyer’s last known address.
19. **GOVERNING LAW** – These Terms and Conditions of Sale and all contracts for the supply of all goods by the Company shall be governed by and construed in accordance with English Law, and the Company and the Buyer agree that the English Courts shall have exclusive jurisdiction to determine any disputes arising from or connected with this agreement.



CREDIT APPLICATION FORM

Please complete and return to:

Aimia Foods Limited
Credit Control Department
Penny Lane
Haydock
St. Helens
Merseyside
WA11 0QZ
Tel No. 01942 272900



TRADING NAME (IN FULL):	
TYPE OF BUSINESS:	HOW LONG TRADING:
INVOICE ADDRESS:	DELIVERY ADDRESS:
STATEMENT ADDRESS:	
TEL NO:	FAX NO:
CONTACT NAME - ACCOUNTS PAYABLE:	
TEL NO:	FAX NO:
EMAIL ADDRESS:	

LIMITED COMPANY - REGISTERED NAME:	
REGISTRATION NO:	
DATE OF INCORPORATION:	
DIRECTORS NAMES:	ADDRESSES:
1	
2	
3	

SOLE PROPRIETOR/PARTNERSHIP:	ADDRESSES:
1	
2	
3	DATE OF BIRTH:

TRADE REFERENCES:	
1	2

BANK DETAILS:	
NAME & ADDRESS:	
ACCOUNT NO:	SORT CODE:

LETTERHEAD ATTACHED?	YES <small>(please tick)</small>	NO <small>(please tick)</small>
BUYING GROUP - NAME AND MEMBERSHIP NO.		
AMOUNT OF CREDIT REQUIRED?		
VAT REGISTRATION NO:		

THE INFORMATION PROVIDED ON THIS FORM WILL BE USED BY AIMIA FOODS LIMITED TO DETERMINE THE CREDIT WORTHINESS OF YOUR BUSINESS. WE MAY UNDERTAKE A SEARCH WITH A CREDIT REFERENCE AGENCY BEFORE ACCEPTING YOUR APPLICATION. WE MAY ALSO MAKE ENQUIRIES ABOUT THE PRINCIPAL DIRECTORS WITH A CREDIT REFERENCE AGENCY. THE CREDIT REFERENCE AGENCY WILL RECORD THESE SEARCHES. WE WILL MONITOR & RECORD INFORMATION RELATING TO YOUR TRADE CREDIT PERFORMANCE AND SUCH RECORDS WILL BE MADE AVAILABLE TO CREDIT REFERENCE AGENCIES AND OTHER ORGANISATIONS TO ASSESS APPLICATIONS FOR CREDIT.

FOLLOWING A SUCCESSFUL CREDIT CHECK YOU WILL BE ENTITLED TO PLACE ORDERS WITH US UNDER THE TERMS OF THIS AGREEMENT. YOU ACKNOWLEDGE AND ACCEPT THAT ALL TRANSACTIONS SHALL BE GOVERNED BY THE ELECTRONIC SIGNATURES DIRECTIVE 1999 (AS AMENDED) AND INCORPORATED BY ELECTRONIC COMMUNICATIONS ACT 2000 AND ELECTRONIC SIGNATURES REGULATIONS 2002. YOU CONFIRM THAT PRINTING YOUR NAME BELOW AND EMAILING THIS DOCUMENT TO CREDIT.CONTROL@AIMIAFOODS.COM SHALL CONSTITUTE YOUR SIGNATURE AND INTENTION TO BE BOUND BY THE TERMS AND CONDITIONS OF SALE OF AIMIA FOODS LIMITED, TOGETHER WITH ANY ADDITIONAL TERMS OF THE COMMERCIAL INVOICE BOTH OF WHICH SHALL GOVERN AND BE REFERRED TO AS THE "AGREEMENT".



I/WE AGREE TO BE LEGALLY BOUND BY THE ABOVE TERMS AND CONDITIONS AS STATED OVERLEAF	
NAME:	POSITION: Director / Proprietor / Partner
SIGNATURE:	DATE:

FOR OFFICE USE	
ACCOUNT NO:	CREDIT LIMIT: