

CONDITIONS OF SALE

1. DEFINITIONS

1.1 "The Company" means A J Pies and Pastries Ltd and/or its subsidiary companies.

1.2 "The Customer" means the person, firm or company purchasing the Goods.

1.3 "The Goods" means the goods or materials to be supplied by the Company to the Customer under this Contract.

2. ACCEPTANCE OF ORDER

2.1 All orders are accepted by the Company subject to these Conditions of Sale, which override any other terms or conditions upon which the Company sells or supplies the Goods and any clause in the Customer's orders or any other communication.

2.2 The Customer's purchase order constitutes a contractual offer and the Company's acceptance of that offer occurs upon the Company sending the Customer an order acknowledgement.

3. PRICE

Prices for firm orders accepted for delivery by the Company are fixed. In other cases the Company may vary the price of the goods by giving notice to the Customer by fax, email or letter within forty-eight hours after issue of the Company's original notice.

4. PAYMENT TERMS

4.1 Payment for Goods shall be made in accordance with the terms of the relevant invoice delivered to the Customer.

4.2 The Company may at any time require the Customer to make payment in advance of delivery or otherwise provide adequate security for the payment of all amounts payable under the Contract. In default, the Company may amend the terms of delivery or payment and/or to cancel any outstanding balance of order.

4.3 Where payment is to be made by instalments, if the Customer fails to pay any instalment on the due date, the Company may treat such failure as a repudiation of the entire Contract and recover damages for such breach of contract.

4.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above base rate of the Bank of England from time to time in force (subject always to a minimum rate of 10%) and shall accrue at such a rate after as well as before any judgement.

4.5 Where payments are made by credit or debit card, the Company reserves the right to charge 1.5% on credit card remittances. There will be no charge for debit card payments.

5. DELIVERY DATES

5.1 The Customer must accept the Goods when tendered by the Company.

5.2 Where the Contract provides for deferred delivery, the Customer must accept deliveries as specified in the Contract (or as soon thereafter as ready). Further, for the purposes of this Clause there shall be deemed to be a separate contract for each delivery, and payment for each delivery shall be due as specified in this Contract. Any failure of or defect in any one delivery shall not vitiate the Contract as to the remaining deliveries, and the Customer may not set off against any payment due to the Company for any delivery any claim which the Customer alleges against the Company in respect of any other delivery.

5.3 While every effort will be made by the Company to effect delivery in accordance with any pre-arranged dates, no guarantees as to dates of delivery by the Company are to be implied and the Company will not accept liability for any loss or damage occasioned by delay in delivery however caused. Time for delivery shall not be of the essence.

6. PASSING OF RISK TO CUSTOMER

The Goods shall be at the Customer's risk as from:

6.1 Where delivery is ex works or ex warehouse, the time when the Goods are loaded onto the collecting vehicle.

6.2 In any other case, from the time the Goods are unloaded at the point of delivery.

7. PASSING OF PROPERTY TO CUSTOMERS

7.1 Property in the Goods will pass to the Customer as soon as both the price for the Goods (including any delivery and other related charges) have been paid in full (in cash or cleared funds) for such goods and all other sums which are or which become due to the Company for sales of Goods or on any account and the risk in the Goods has passed to the Customer under paragraph 6.

7.2 So long as the property in the Goods remains in the Company the Customer shall hold such Goods as the Company's bailee, the Company representatives may freely enter the Customer's premises to inspect the Goods in the event of any breach of this Contract by the Customer, to remove the Goods.

8. WARRANTIES

8.1 Because the Goods require correct handling, storage and processing, and these matters are out of the Company's control once the Goods have left the Company's premises, the Company's liability in respect of the Goods shall be limited as set out in this paragraph 8.

8.2 The Customer will be responsible for inspecting and testing the Goods on arrival, and the Company shall not be liable for any indirect loss, consequential loss or loss of profit, opportunity or revenue of any kind (including but not limited to in particular loss of or defects in any product into which the Goods have been introduced or the consequences of any such product being defective).

8.3 These terms and conditions are, to the fullest extent permitted by law, in lieu of all conditions, warranties or other terms as to description, fitness for purpose, condition, merchantable quality or otherwise in respect of the Goods whether expressed in the Contract or implied by common law or statute or sought to be imposed by the Customer and notwithstanding that such purpose or condition may be, may become or may have been known to the Company.

8.4 The Company shall not be liable for any defect in the Goods unless:

(a) a claim is made by the Customer by fax or letter to be received by the Company within seven days of the Goods arriving at the Customer's premises; and

(b) the Company is given reasonable opportunity to inspect and test the Goods in the condition in which they arrived at the Customer's premises.

8.5 Nothing in these terms and conditions shall limit the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; any other matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

8.6 When the Company has agreed to carry out at its own facilities the processing or treatment of materials supplied by the Customers; accordingly, no guarantee or warranty of any kind can be given by the Company as to the specification, quality or performance of the ultimate products.

9. LOSS OR DAMAGE IN TRANSIT

9.1 Claims for damage or partial loss of Goods in transit must be made to the carrier immediately on delivery of the Goods and confirmed by fax or letter to the Company and to the carrier so as to reach both within three days of arrival of the Goods.

9.3 If the foregoing requirements are not met, the Company will have no liability in respect of loss or damage in transit.

10. FORCE MAJEURE

Every effort will be made to perform any Contract between the Company and the Customer in accordance with its terms, but due performance is subject to such variation (including suspension or cancellation) as the Company may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, war strike, lock-out or other labour dispute, fire, flood, drought, legislation or order of any public authority, or other cause (whether of the foregoing class or not) beyond the control of the Company or its suppliers; and the Company shall not be liable for any inability to deliver in accordance with the Contract caused by any such contingency.

11. DEFAULT

If the Customer commits a breach of these Conditions, or if the Customer becomes insolvent or makes an arrangement with its creditors or has a receiver appointed or (being a company) commences to be wound up (other than for the purposes of amalgamation or reconstruction) the Company may, without prejudice to its other rights, at its option by fax or letter to the Customer cancel all orders and contracts remaining unfulfilled between the Customer and the Company for the supply of Goods and/or require payment of all sums under this Contract which would not otherwise yet be payable by the Customer.

12. LAW

These conditions and all other express terms of the Contract shall be governed and construed in accordance with the laws of England and any dispute shall be settled in English Courts.