

**LOS COE CHILLED FOODS LIMITED**  
**TERMS AND CONDITIONS FOR SUPPLY OF PRODUCTS**

The following terms are incorporated into all supply contracts between Loscoe Chilled Foods Limited (**LCF**) and its Customers, to the exclusion of the Customer's terms and where there is any conflict between these terms and any terms the Customer seeks to apply, these terms shall take precedence.

**1 Order**

- 1.1 The Customer shall place an order for products via email or fax to LCF (**Order**). The contract for the Order and provision of the products shall be deemed accepted (and therefore formed) by LCF, at the point that LCF begin fulfilling the Order. Following acceptance of the Order by LCF, the Order may only be varied by the Customer at LCF's sole discretion.
- 1.2 In the event that there are any issues with an Order, LCF shall contact the Customer as soon as reasonably practical to discuss and where possible, resolve the issues. For the avoidance of doubt, where an issue is raised with an Order, the Order shall not be deemed as accepted by LCF, until such issue has been resolved between LCF and the Customer.

**2 Price**

- 2.1 The price of the products shall be based on the standard prices as agreed in writing between LCF and the Customer (**Standard Prices**).
- 2.2 The Customer shall check and confirm the accuracy of the price on each Order. Any variation (or attempted variation) of the Standard Prices whether in the Order or otherwise shall not apply.

**3 Payment Terms**

- 3.1 LCF shall be entitled to invoice the Customer for each Order on or at any time after delivery.
- 3.2 The Customer shall pay invoices in full and in cleared funds within 28 days of the date of the invoice. Payment must be made to the bank account nominated in writing by LCF.
- 3.3 If the Customer fails to make any payment to LCF under the supply agreement, or any other agreement by the due date for payment, then, without limiting LCF's remedies, the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until payment of the overdue amount, whether before or after judgement. The Customer shall pay the interest together with the overdue amount. In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due from the due date until payment.

**4 Title and Risk**

- 4.1 Risk in the products shall pass to the Customer upon delivery of the products at the Customer's premises or the Customer's designated delivery point or upon collection of the products from LCF's premises, and delivery shall be determined as the point of arrival at the Customer's premises or designated delivery point or upon the Customer collecting the products from LCF's premises.
- 4.2 Title to the products shall not pass to the Customer until LCF has received full and cleared settlement of all outstanding invoices.
- 4.3 The Customer may resell or use the products in the ordinary course of its business (but not otherwise) before LCF receives payment for the products. If the Customer resells the products before that time it does so as principal and not as LCF's agent.
- 4.4 If before title to the products passes to the Customer, the Customer becomes subject to any insolvency event, then, without limiting any other right or remedy LCF may have:

4.4.1 the Customer's right to resell the products or use them in the ordinary course of its business ceases immediately; and

4.4.2 LCF may at any time:

- (a) require the Customer to deliver up all the products in its possession which have not been resold, or irrevocably incorporated into another product; and
- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the products are stored in order to recover them,

and the Customer shall allow LCF or its representatives to access any premises where the products are located for the purpose of removing the products. For the purposes of this clause 4.4, "insolvency event" shall mean the occurrence of any of the following events: insolvency; inability to pay debts as they fall due; admission of inability to pay debts; general assignment, arrangement or composition with or for the benefit of creditors; commencement of insolvency proceedings; and/or appointment of an administrator, provisional liquidator, receiver or similar official over assets or anything similar.

## **5 Customer's Obligations**

5.1 The Customer shall provide LCF with all reasonable cooperation and all necessary information as requested by LCF, in relation to the Order, the products and their delivery.

5.2 The Customer must carry out an initial inspection of a random sample of the products on delivery of the products.

5.3 The Customer must also carry out a full inspection of the products within 24 hours of delivery (**Inspection Period**). LCF shall accept no liability in relation to defective and/or non-conforming products, where the defect and/or non-conformity would have been apparent on delivery and:

- (a) The Customer has not carried out an initial inspection of a random sample of the products and a full inspection of the products within the Inspection Period; and
- (b) The Customer has not reported (giving such evidence as LCF shall reasonably require) such defect and/or non-conformity within the Inspection Period.

5.4 Where any defect and/or non-conformity in the products is not immediately noticeable on initial inspection, the Customer must notify LCF (providing such evidence as LCF shall require) as soon as reasonably practical after discovery of such defect and/or non-conformity and at all times, taking into account the shelf life of the product.

5.5 In the event that the products delivered to the Customer are less than the amount ordered by the Customer, the Customer must inform LCF of such shortage(s) upon receipt of the products. LCF shall deliver the remaining products to the Customer as soon as reasonably practical. For the avoidance of doubt the Customer shall have no right to cancel any Order in the event of short delivery.

5.6 The Customer must store and maintain the products in accordance with any and all instructions provided by LCF and/or described on the packaging of the products, and at all times, in accordance with good industry practice.

## **6 Return of Products / Cancellation**

6.1 In the event that the Customer notifies LCF of any defect and/or non-compliance in the products in accordance with either clause 5.2 or 5.3 above LCF shall collect and replace (at its cost) such goods within a reasonable time of being so notified subject always to the provisions of the remainder of this clause 6, and the Customer shall have no other remedy in relation to such products.

6.2 LCF shall not be liable for products returned by the Customer where the products are not damaged and conform in all material respects with the specification requirements agreed with the Customer.

- 6.3 Products returned that are, in the reasonable opinion of LCF, not damaged and delivered in conformity with the specification in all material respects will not be credited to the Customer's account and LCF shall have no further liability to the Customer in respect of that delivery.
- 6.4 Further to clause 6.2, and for the avoidance of doubt, LCF shall only grant a refund or replace the products to the Customer, if upon return of the products, the products are faulty or are not materially in conformity with the specification. In all other circumstances where the Customer returns products to LCF, LCF shall not grant a refund to the Customer.

## **7 Liability**

- 7.1 The Customer shall not be entitled to set off any liability it owes to LCF against any liability it has to LCF, whether either liability is present or future, liquidated or unliquidated and whether or not either liability arises under the supply agreement and/or these terms.
- 7.2 LCF shall not under any circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise for any:
- (a) loss of profit;
  - (b) loss of goodwill;
  - (c) loss of business;
  - (d) loss of business opportunity;
  - (e) loss of anticipated savings;
  - (f) loss of corruption of data or information; or
  - (g) special indirect or consequential damages,
- suffered by the Customer that arises under or in connection with the supply agreement and/or these terms.
- 7.3 LCF's total liability arising under or in connection with the supply of products 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 the charges payable by the Customer to LCF, in respect of products supplied under the Order concerned.

## **8 General**

- 8.1 LCF reserves the right to conduct credit checks on a Customer, and the Customer accepts and agrees that LCF may conduct a credit check on it passing (as required) information about the Customers to third parties in order to do so.
- 8.2 No variation of these terms shall be effective unless it is in writing and signed by a director of LCF.