

TERMS AND CONDITIONS OF SALES

1. General

- 1.1 In these terms and conditions the Seller" means NEW HARVEST WHOLESALE LTD; "the Buyer" means the party ordering goods; "Goods" means the items ordered (including instalment of goods or any part of them) which the Seller are to supply in accordance with these Terms and Conditions of the Contract for the purchase and sale of Goods;
- 1.2 These Terms and Conditions shall apply to all contract agreements or the offer made by the Sellers, all orders from the Buyer are accepted subject thereto;
- 1.3 These Terms and Conditions cannot be altered, waived or modified except as expressly agreed in writing, signed by a Director or the duly authorised officer of the Seller;
- 1.4 Any of the terms and provisions of the Buyer's order or any Terms and Conditions of the purchase used by the Buyer received at any time which are inconsistent with these Terms and Conditions shall not apply and shall not be binding on the Seller;
- 1.5 Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to the provision as amended, re-enacted or extended at the relevant time.

2. Delivery

- 2.1 All products must be inspected by the Buyer on receipt and any shortage or damaged must be reported to the company within 24 hours, otherwise the products will be deemed to have been accepted by the Buyer;
- 2.2 Delivery times or dates quoted by the Seller. (if any) are estimates only and whilst the Seller will use its reasonable endeavours to meet such times or dates the Seller will not be liable for any delay in delivery howsoever caused (even if caused or contributed to by the negligence of the Seller, its employees or agents) and the Seller will not be liable for any loss of use, loss of profits, or any other consequential loss or damage whatsoever arising from such delay.
- 2.3 Failure to accept a delivery will result in a charge which will be calculated to cover our costs

3. Claims for Damage or Shortage will only be considered

- 3.1 In the event of it being proved to the Seller's satisfaction the Goods supplied by the Seller were short when delivered or damaged or that the Goods were not in accordance with the Contract then it will compensate the Buyer to the extent of the value of the Goods but subject to the Seller conditions:
- 3.1.1 The damage or shortage or claim that the Goods are not in accordance with the Contract shall have notified to the seller within 24 hours of delivery. and
- 3.1.2 The Seller shall have been given opportunity to examine the Goods. and
- 3.1.3 The Buyer shall have made the Goods available for collection by the Seller.

4. Force Majeure

The Seller and the Buyer shall be relieved of all or any of his obligations under the Contract to the extent that performance of such obligations is prevented, frustrated, impeded or delayed in consequence of any statute, regulation, rule, order or instruction of any Government, or other authority or any strike, lock-out or trade dispute (whether involving the Seller's employees or other parties) or civil commotion or any other cause, whether or not of a like or similar nature beyond the Seller's and Buyer's control.

5. Title and Risk

- 5.1 The Goods shall be at the Buyer's risk as from delivery.
- 5.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until: 5.2.1 The Buyer shall have paid the price plus VAT in full; and
- 5.2.2 No other sums whatever shall be due from the Buyer to the Seller.
- 5.3 Until property in the Goods passes to the Buyer in accordance with clause 5.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 5.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell the Goods in the ordinary course of the Buyer's business.
- 5.5 The Seller shall be entitled to recover payment in full for the Goods notwithstanding that property in any of the Goods has not passed from the Seller.
- 5.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller.
- 6.7 The Buyer shall insure and keep insured the Goods to the full price against 'all risks'.

6. Returns & Conditions of Goods

- 6.1 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 6.2 For the goods to be eligible for a return, customers must ensure that: The goods were delivered in the last 24 hours; The goods are in their original packaging; The goods are faulty, including: damaged packaging or contents, poor product quality, incorrect items were delivered, or shortages in quantity.
- 6.3 New Harvest Wholesale Limited reserve the right, at our sole discretion, to refuse returns of any goods that do not meet the above return conditions. In the event of any disputes, we also reserve the right to make the final decision. For any questions regarding our Returns Policy, please contact the Seller.

7.0 Payment

- 7.1 Unless otherwise agreed in writing by the Seller or provided herein payment for all goods is due immediately;
- 7.2 Credit arrangements may be withdrawn by the Seller and immediate payment required where the Buyer has failed to comply with such arrangements and/or not made payments to the Seller on the due date;
- 7.3 Terms of payment are as stated on the front of the Seller invoice or on the confirmation letter of credit account
- 7.4 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 5% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment. The Company reserves the right to charge an administration charge of not less than £40 plus VAT for any dishonoured cheques;
- 7.5 The Seller reserves the right to cancel any order or to suspend delivery if payment has not been made by the due date;
- 7.6 The Seller requires security to be provided by the Buyer in respect of its obligations before deliveries are resumed.

8. Set off

The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set off or counterclaim which the Buyer may have or allege to have or for any reason whatever.

9. Warranties and liability

- 9.1 The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law
- 9.2 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the Goods. The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer for any reason whatsoever.

10. Indemnity

The Buyer must indemnify the Seller against all claims by customers and any other third parties arising out of any breach whatsoever by The Buyer of these condition of sale.

11. Severance

If any provision of these terms is held to be unenforceable in whole or at it shall be deemed severable and the remaining provision shall continue in force.

12. Licence to enter premises

For the purpose of any repossession of stock you hereby grant an irrevocable licence for the Company or its agent to enter upon any relevant land or buildings with such transport as may be necessary for the purpose of removing the relevant stock, All costs incurred by the Company or its agent in such repossession shall be borne by you.

13. Recall

In the event of a product being recalled you will make every endeavour to comply with our instructions and will refrain from the sale of those items to third parties once notice has been given,

14. Proper law of contract

This contract is subject to the law of England and Wales.