

Lakeside Food Group Limited

Standard Terms and Conditions of Sale



- Contract:** These terms and conditions shall apply to the sale of goods (**Goods**) by Lakeside Food Group Limited (**Seller**) to its customer (**Buyer**). These terms and conditions may only be modified or supplemented by a written instrument duly executed by an authorised representative of Seller, including without limitation Seller's sales order confirmations or Buyer's detailed requirements and specifications for the Goods (**Specification**), which together comprise the contract between Buyer and Seller (**Contract**). The Contract shall supersede any terms and conditions proposed by Buyer which are inconsistent with, or in addition to, the terms and conditions set forth in the Contract, including those in Customer's purchase order.
- Representations:** Seller's employees are not authorised to make any representations concerning the Goods unless confirmed by a director in writing. In entering into a contract Buyer acknowledges that they do not rely on, and waive any claim for breach of, any such representation which is not so confirmed.
- Specification:** The quantity, quality and description of and any specification for the goods shall be those set out in Seller's sales confirmation. Seller reserve the right to make any change in the specification of goods which are required to conform with any applicable safety or other statutory requirements or where the goods are to be supplied to Seller's specification, which do not materially affect their quality.
- Delivery Dates:** Seller will use its best endeavours to comply with delivery dates but such dates are estimates only and no guarantee is given nor shall such delivery dates be a term or condition of the contract and time shall not be of the essence in respect thereof. Should Buyer wish to make time of the essence Buyer shall give Seller 72 hours notice. Seller shall accept no liability of any nature whatsoever for failure to meet delivery dates and such failure shall not entitle Buyer to repudiate or cancel the contract.
- Prices:** Unless otherwise stated, prices will be quoted net of all taxes imposts and levies which are or may from time to time be levied by any government, statutory or local authority and such additions (if any) shall be charged at the rates prevailing on the date of delivery or invoice as the case may be. In the event of Seller incurring any increases in packaging, insurance or transportation costs or any costs which are beyond Seller's control, Seller reserves the right upon giving written notification to increase its prices and such increased prices shall thereupon become payable by Buyer in respect of any Goods already ordered.
- Title:** Notwithstanding delivery of any Goods the title of such Goods shall remain with Seller until Buyer has paid in full all sums owing to Seller under the Contract or any other contract. Buyer may sell or use the goods sold under the Contract in the normal course of business and Seller consents to such sale or use providing that Buyer may only sell or use the Goods unless and until Buyer: (a) commits an act of Bankruptcy; (b) goes into liquidation; (c) makes an arrangement with its creditors; (d) has a Receiver appointed over its assets; or (e) receives a written demand from Seller to pay overdue sums owed to Seller. Seller may recover and dispose of any Goods in which Seller has retained title under this clause upon the occurrence of any of the events referred to above. Notwithstanding the provisions herein the Goods shall be at Buyers risk from the time when they are delivered to Buyers premises or to public cold store or are available for collection by Buyer or cease to be in Seller's possession.
- Payment:** Payment shall be made on or before the last day of the agreed payment terms (**Due Date**). The agreed terms are stated on every invoice. The Due Date shall be of the essence of the contract. If Buyer does not pay for the Goods by Due Date Seller shall be entitled to interest from the end of the Payment Period until the payment is made at the rate of 5% above Barclays Bank PLC Base Rate for the time being. Buyer shall not be entitled to withhold payment of any amount payable under this Contract to Seller because of a disputed claim of any nature nor shall Buyer be entitled to set off payment due to Seller under the Contract in respect of any disputed claim. Where the payment in full in respect of any consignment is not made on or before Due Date Seller shall have the right to retain any further goods which may be due for delivery until the outstanding amounts are paid in full together with such amounts as Seller in its discretion may require in respect of goods awaiting delivery. Payment shall become due immediately, upon the occurrence of any of the following: (a) non compliance on Buyer's part with any statutory demand pursuant to the Insolvency Act 1986 or any subsequent amendment thereof; (b) the appointment of any receiver over Buyer's assets; (c)

Buyer going into liquidation whether a voluntary or compulsory; (d) the issue of execution or distress against Buyer goods or property; (e) Buyer making any arrangements with its creditors; or (f) Seller reasonably believes that any of the events mentioned above is about to occur in relation to Buyer and Seller notifies Buyer accordingly.

- 8. Claims:** No claim shall be made by Buyer against Seller in respect of visible faults unless notice thereof is given to Seller within 48 hours of delivery and such notice is confirmed in writing within 7 days of delivery. No claim shall be made by Buyer against Seller in respect of invisible faults unless notice thereof is given to Seller in writing within 7 days of removal of the Goods from Buyer's stores or public cold store and unless the Goods have been kept in such cold store at a temperature no higher than -18°C at any time (in case of frozen food). In respect of both visible and invisible faults Seller shall be under no liability to Buyer whatsoever unless, having been given the opportunity to inspect the Goods, Seller has been unable to replace any found to be defective within 7 days of receipt of notice given (10 days in respect of overseas customers). Seller shall not be liable for any loss of profit or of contracts and Buyer shall indemnify Seller against any such claims. All further claims for damages save in respect of death or personal injury caused by negligence are hereby expressed excluded. All warranties and conditions, statutory or otherwise, as to quality or the fitness of the goods for any particular purpose whether known to Seller or not are excluded. Buyer shall insure against all liability arising from use of and consumption of the goods.
- 9. Orders:** In the event of any order being cancelled by Buyer, Buyer shall indemnify Seller against all loss (including profits), costs (including labour, overheads and legal costs) and all other expenses and damages incurred by Seller in connection with the order and its cancellation. Seller reserves the right on accepting orders to deliver (whether in any particular weight range of the Goods ordered or in the total number of Goods ordered) such numbers of the Goods as shall not vary by more than 5% (either more or less) from the number ordered and the Buyer shall pay the Seller for the number so delivered.
- 10. Force Majeure:** Seller shall not be liable to Buyer or be deemed to be in breach of contract by reason of any delay performing, or any failure to perform, any of Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Seller's reasonable control: (a) Act of God, explosion, flood, tempest, fire or accident; (b) War or threat of war, sabotage, insurrection, civil disturbance or requisition; (c) Act, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; (d) Import or export regulations or embargoes; (e) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either the Seller or the Buyer or of a Third Party); (f) difficulties in obtaining raw materials, labour, fuel, parts or machinery; or (g) power failure or breakdown of machinery.
- 11. General:** No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
- 12. Law of the Contract:** The Contract shall in all respects be governed by and construed in accordance with the English language and English law and shall be deemed to have been made in England and the parties agree to submit to non-exclusive jurisdiction of the courts of England.
- 13. Agreement:** These terms and conditions cannot be varied without express written agreement duly signed by a director of Seller.