



Standard Terms & Conditions of Sale and Supply

1. Contract:

1. The Terms and conditions hereinafter set out constitute the terms and conditions of any contract between Central Catering Supplies Ltd ("the company") and any purchaser (the purchaser") in respect of the supply of goods, products and or services ("goods") supplied by the company.
2. These terms and conditions override, supersede and exclude any terms and conditions cited or referred to by the purchaser in order, negotiations or otherwise prior to the making of any contract as hereinafter defined between the company and purchaser and no variation of or addition to the contract of these terms and conditions shall be binding on the company unless confirmed in writing and duly signed by an authorised manager of the company.
3. Orders once accepted by the Company cannot be altered, cancelled or deferred by the Purchaser except by mutual agreement.

2. Terms of Payment:

1. All Cash on delivery invoices are payable in full at the time of delivery.
2. All credit account invoices are payable by within 30 days of invoice date. Interest will be charged at the rate of 3% per calendar month or part of a month on all invoices still outstanding at the expiration of the period allowed for payment.
3. Payment shall be made in full by the due date by the purchaser to the company regardless of any dispute between the purchaser and the company arising out of the supply of goods supplied by the company in accordance with these terms and conditions.
4. In the event that the purchaser fails to make payment in full by the due date the company shall have the right to suspend any further supply of goods to the purchaser until such payment is made and /or treat the agreement to supply the goods as at an end without prejudice to any other right or claim which the company may have against the purchaser.
5. In the event that the purchaser fails to make payment by the due date all costs and expenses incurred by the company in recovery of the outstanding sum shall be recoverable from the purchaser on a full indemnity basis including, without prejudice to the generality of the foregoing, all legal and administrative costs irrespective whether or not legal proceedings are issued against the purchaser.
6. If the purchaser fails to take delivery of any goods under the agreement to supply them the company shall be entitled to charge at commercial rates for the transportation, handling and storage of any such goods and for their insurance from the date of invoice to the date when the purchaser takes delivery or the company otherwise disposes of the goods.



3. Title and Risk:

1. The Company shall retain the Title in all the goods supplied by it to the Purchaser until the purchaser has paid the Company the full price thereof and all sums whatsoever due from the purchaser to the Company. The Purchaser shall at all times in his/its capacity hold such goods and any proceeds, rights and claims arising thereof on the company's account and for the company's benefit. The Company shall be entitled, without notice or liability, at the purchasers expense and without prejudice to any legal remedy, at anytime to repossess (by entry upon the purchasers premises or otherwise) any goods to which the Company has Title.
2. Notwithstanding the provisions of clause (3.1), the risk in goods supplied to the purchaser by the Company passes to the purchaser when delivery of such goods (or the first consignment or instalment thereof) to the purchaser or to a carrier begins.

4. Price:

1. All prices are quoted exclusive of value added tax or any other tax, which may be applicable.
2. The price shall be the price ruling at the date of despatch to the Purchaser.
3. The Company reserves the right to increase the price of goods to reflect any increase in cost to the Company due to any factor, without limitation, such as any foreign exchange fluctuation, currency regulation, alteration of duties, increase in cost of labour, materials or any other manufacturing costs, any change of delivery dates, destinations, quantities or specifications for goods which is requested by the purchaser, or any delay caused by any instruction from the purchaser or failure of by the purchaser to give the company adequate instructions or information.

5. Delivery:

1. The Company shall make every effort to meet delivery dates. However, any such dates quoted by the Company are not terms of the agreement to supply the goods and the Company shall not be liable for loss, consequential loss or damage caused directly or indirectly by any late delivery nor in such circumstances will the purchaser be entitled to cancel any order or terminate the contract.
2. The Company reserves the right to charge for couriered, any special deliveries and carriage surcharge on small value orders being orders with values under the minimum order value ruling at the time of ordering.
3. No liability will be accepted for non-delivery or delay in delivery.
4. Claims for short deliveries or loss of goods must be made within two days of receipt and all goods must be checked and signed for on receipt.

6. Warranties:

1. Descriptions, material and illustrations contained in any brochures, catalogues, price lists, leaflets or any other descriptive matter or any samples supplied by the Company represented thereby, shall not form part of any order or contract between the purchaser and the Company and shall not amount to any representation or warranty by the Company.
2. In the event of any defects in goods the Company will replace the defective goods provided that the purchaser has promptly given the Company details of such defects and has returned the defective goods to the Company, carriage paid, not later than two days after delivery to the purchaser.
3. To the extent permitted by law, all express or implied conditions or warranties, whether statutory or otherwise, including (without limitation) warranties or conditions relating to the condition of merchantability of any goods supplied by the Company or their fitness for any purpose are hereby excluded.
4. The total liability of the Company in connection with any contract is limited to the value of the said contract and the Company shall not under any circumstances be liable for:
 - a. Loss of profit;
 - b. Loss of contract;
 - c. Any other consequential loss;
 - d. Damage to the Purchaser or any other person, other than that caused by the Company's negligence.

The Purchaser accepts that it is his/its responsibility to insure against these risks.



7. Force Majeure:

The Company shall not be liable to the Purchaser or deemed to be in breach of contract by reason of any delay in performing or failing to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

1. Act of God, explosion, tempest, flood, fire or accident.
2. War or threat of war, insurrection, sabotage, civil disturbance or requisition.
3. Acts of law, restraints, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
4. Import or export regulations or embargoes.
5. Strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party).
6. Power failure or breakdown in machinery.
7. Difficulties in obtaining labour, raw materials, fuel, parts or machinery.

8. Insolvency:

If the Purchaser:

(a) being a Company:

1. Has a petition presented for its winding up or
2. passes a resolution for voluntary winding up (other than for the purpose of a bona fide amalgamation or reconstruction); or
3. enters into a voluntary arrangement with its creditors; or
4. becomes subject to an administrative order; or
5. has a receiver or administrative receiver appointed of all or any of its assets; or

(b) being an individual or firm:

1. becomes bankrupt or insolvent; or
2. enters into a voluntary arrangement with creditors;

then the Company shall be entitled to treat the Contract as being at an end or suspend any further deliveries under the Contract. If the goods have been delivered but not paid for, the price shall become due immediately regardless of any previous agreement to the contrary.

9. Waiver or Forbearance:

No waiver or forbearance by the Company whether express or implied in enforcing any of its rights under these conditions of sale shall prejudice its rights to do so in future.

10. Consumers:

Where the goods are sold under a consumer transaction (as defined by the Sale of Goods Act 1979) the statutory rights of the Purchaser are not affected by these Conditions of Sale.

11. Severance:

Any provisions or part of these Conditions of Sale which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not effect any other provision in or part of these Conditions of Sale.

12. General:

- (a) The Purchaser shall not assign or otherwise transfer all or any part of an agreement for the supply of goods or the benefit thereof without the Company's prior written consent.
- (b) These conditions shall be governed by and construed in accordance with English Law.

