

Foodshoots Ltd Terms and Conditions of Trading

Please read these Terms carefully, as they set out our and your legal rights and obligations in relation to the Products that we sell.

1. Definitions and interpretation

1.1 In these Terms:

“**Contract**” means a contract between the parties for the sale and supply of Products entered into in accordance with Clause [3];

“**Customer**” means the customer for the Products.

“**Force Majeure Event**” means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars;

“**Prices**” means the Supplier's standard list prices for the Products as provided by the Supplier to the Customer from time to time;

“**Products**” means the products, which are purchased by the Customer from the Supplier under these Terms set out in our published brochure, price list and website

“**Supplier**” means FoodShoots Limited a limited company incorporated in England and Wales registration number 8485285, registered office at David Edmunds & Co, 34a Wells Way, Bath, BA2 2AA

“**Terms**” means these terms and conditions of supply.

1.2 The ejusdem generis rule is not intended to be used in the interpretation of these Terms; it follows that a general concept or category utilised in these Terms will not be limited by any specific examples or instances utilised in relation to such a concept or category.

2. These Terms

These Terms are the only conditions upon which the Supplier will deal with the Customer, and they govern all Contracts to the exclusion of all other Terms and Conditions

3. Contracts

3.1 Each order for Products given by the Customer to the Supplier will be deemed to be an offer by the Customer to purchase Products from the Supplier subject to these Terms.

3.2 In order for a Contract to come into force:

- (a) The Customer must submit an order to the Supplier and must give to the Supplier its express written acceptance of these Terms; and
- (b) The Supplier must send to the Customer an order confirmation; and upon the issue of an order confirmation by the Supplier a Contract will come into force between the parties.

4. Delivery

4.1 Unless otherwise agreed in writing:

- (a) All Products will be delivered by the Supplier to [the Customer's
- (b) The Supplier will be responsible for arranging loading, carriage,
- (c) The Supplier will be responsible for paying all costs relating to premises; transport, unloading and insurance for the Products; loading, carriage, transport, unloading and insurance of the Products; and when the Products are delivered to the Customer.
- (d) Risk in the Products will pass from the Supplier to the Customer

4.2 If the parties agree that delivery of the Products under a Contract will be by instalments, each instalment will constitute part of a single Contract, and not separate Contracts.

5. Title

5.1 Legal and equitable title to the Products will pass from the Supplier to the Customer upon the later of:

- (a) Receipt by the Supplier of all amounts due from the Customer to the Supplier

5.2 The Supplier shall be entitled without further notice to inspect or recover possession of any Products to which it retains title; and the Customer grants to the Supplier and its employees and agents an irrevocable licence to enter at any time any premises where the Products are or may be situated for the purpose of inspecting or removing any such Products the title in which has remained with the Supplier.

5.3 The Supplier may bring an action for the Prices of Products, and any other amounts due under a Contract, notwithstanding that title to the Products has not passed to Customer.

6. Prices and payment

6.1 The Supplier may issue an invoice for the products under a Contract when the products have been made available for delivery to the Customer.

6.2 The Customer will pay the Prices to the Supplier on a pro-forma basis for the first 3 orders and then within 7 days of the date of issue of an invoice issued in accordance with Clause

6.3 The company must charge the amount of VAT where applicable

6.4 If the Customer does not pay any amount properly due to the Supplier under or in connection with a Contract, the Supplier may:

- (a) Claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

7. Warranties

7.1 The Supplier warrants that:

- (a) the Supplier has the right to sell the Products;
- (b) the Products are free from any charge or encumbrance,
- (c) the Products correspond to any description or sample of the Products supplied by the Supplier to the Customer and are of satisfactory quality
- (d) the Products are fit for any purpose expressly or impliedly

8. Complaints, credits and replacements

8.1 The Supplier will promptly and in any event within 10 Business Days, fully respond to all reasonable enquiries and complaints by the Customer relating to the quality, performance and durability of the Products.

8.2 If Products do not comply with any warranty the Customer may with the prior agreement of the Supplier return those Products for either

- (a) a full credit of the price paid to the Supplier for such Products
- (b) Or replace the product as the supplier sees fit.

8.3 Products returned must be properly packed and returned to within 15 Business Days of receipt of the Products by the Customer. Any Products returned in contravention of this Clause will not be the subject of any credits or replacements and the Customer will continue to be liable for payment of the Price in respect of such Products.

9. Limitations and exclusions of liability

9.1 Nothing in the Contract will limit or exclude any liability of a party under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

9.1 The Supplier will not be liable for any loss of business, contracts or commercial opportunities.

10. Contract term and termination

10.1 Each Contract will come into force in and will continue in force until the

- (a) the completion of: delivery of all Products; and the receipt by the Supplier of all amounts due to the Supplier under the Contract.

11. General

11.1 Each Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to a Contract are not subject to the consent of any third party.

11.2 Subject to Clause 10.1

- (a) These Terms and conditions will constitute the entire agreement between the parties in relation to the subject matter of the Contract, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter;

11.3 Contracts will be governed by and construed in accordance with the laws of England and Wales and the courts of will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with a Contract.