

Mentmore Foods Ltd: Terms & Conditions of Business

We (Mentmore Foods Ltd) are delighted to accept orders and supply goods to our Customers and we promise to complete all such orders as promptly and efficiently as possible.

To help us perform our duties all we ask is that our customers receive the goods from us as ordered and pay for them in full and on time.

The following Terms and Conditions, which may from time to time be amended, apply to all Agreements for the Supply of Goods completed between us and you as our customer. They cover our statutory requirements, our supply obligations and your acceptance and payment obligations.

1) Ordering of Goods

Unless you make payment in full at time of order, orders for goods can only be accepted from pre-approved credit account customers. You may contact us by any means to give details of the goods you require and we will then issue you, for your agreement and signature a **Customer Order Form** which when then signed by us becomes an **Order Agreement** (which is the sales contract) for the supply of goods; until that time of acceptance no prior quotation, terms or commitments shall be binding on either of us.

2) Customer Order Form and Agreement

The Customer Order Form and Order Agreement will contain specific details relating to such items as packaging, delivery and costs. These details form part of the terms of supply of the goods to you and accordingly form part of these Terms & Conditions of Business.

3) Goods Supplied.

All goods are warranted to be of the nature and substance described in their specification, and are warranted free of defects on delivery to you. Risk in the goods is deemed to pass to you on delivery to your nominated delivery address and responsibility for the correct storage of goods rests you immediately after delivery.

4) Certificates of Conformity

Mentmore Foods Ltd has complete traceability for every consignment of goods supplied, and Certificates of Conformance to specification to evidence this can be supplied on request.

5) Multiple and Minimum Quantity Orders

When an Order Agreement is for a defined minimum quantity of total product/s, in a single or multiple part orders, that is to be delivered over a specified period, our agreed pricing and terms for your goods will reflect the specified minimum quantity of product/s; accordingly the following terms will apply:

- a) By the last day of the specified order period you are required to have placed orders with us to cover the minimum amount of goods as set out in the main Order Agreement.
- b) If, immediately following the specified order period referred to above, there remains a shortfall in ordered product we will contact you and request that you:
 - i) Agree to order, immediately pay for, and accept delivery forthwith, of the remaining goods then forming the shortfall of goods ordered, or
 - ii) Agree not to order the goods comprising the shortfall and instead pay to Mentmore the sum of 30% of its value as agreed liquidated damages for failing to purchase the agreed order volumes.

6) Delivery of Goods

- a) We use third party haulage contractors experienced in delivering to food premises. They will use reasonable endeavours to arrange any delivery requested by you on an agreed date or dates yet due to the timing fluctuations of transportation the day and/or time of delivery shall remain an estimate only.

- b) If we agree to deliver Goods to you then our obligation is to arrange delivery to your nominated and agreed location. We will inform you of the expected date and, if known, the expected time of delivery, which unless otherwise agreed shall be during normal working hours on a normal business day.
- c) We will always endeavour to agree to meet any reasonable special delivery conditions, such as a telephone booking requirement or specified delivery time period, yet this can only be agreed if requested at least 48 hours before their scheduled delivery.
- d) When delivery is made, the consignment will be presented in clean sound and undamaged condition. The person accepting the delivery at your premises is deemed to be properly authorised to do so and any shortage or damage MUST be noted on the delivery note and countersigned by the delivery driver.
- e) If goods are not examined at the time of delivery, they are to be signed on the driver's copy of the delivery note as "goods not examined" and also on a copy to be retained by you. To be valid a claim must be notified to us no later than 24 hours following delivery.
- f) If for any reason on arrival at your premises you are not able to receive the goods, due the perishable nature of some goods we shall have no liability for non-delivery or any consequences arising therefrom.
- g) On delivery:
 - i) your statutory or contractual ability to reject goods remains unaffected,
 - ii) our title in the goods does not pass to you until payment for the goods is made in full,
 - iii) unpaid goods are held by you acting as our agent and Bailee and you shall keep them safely stored, insured and available for inspection, resale and collection.

7) Exclusion of Liability

Except in respect of death or personal injury caused by our negligence we shall not be liable to you for any indirect special or consequential loss or damage, costs, expenses or other claims which arise from the supply of the Goods or their use and our entire liability shall not exceed the price of the Goods.

8) Payment

We go to a considerable amount of trouble to ensure your deliveries arrive when you want them and we ask that you extend the same courtesy to us when making payments as required below:

- a) All payments are to be made by bank transfer to the account of Mentmore Foods Ltd at:
Barclays Bank PLC, Knightsbridge Group, PO Box 40 London SW3 1QB
Sort Code 20-47-34, Account Number 60554731
- b) Other than for approved credit account holders all payments are due on date of order.
- c) In consideration of receiving delayed payment facilities all credit account customers agree the following terms:
 - i) Unless otherwise agreed, invoices are due for payment no later than 14 calendar days from the date of the invoice.
 - ii) Date paid shall be the date fully cleared funds are credited to our bank account.
 - iii) Interest shall be charged on all overdue amounts in accordance with The Late Payment of Commercial Debts Regulations 2013. The current applicable Statutory Rate of interest is 8.5%, being a rate of 8% above The Bank of England base rate. The rate shall be charged on a daily basis, to run from the last due date for payment until receipt by us of the full amount in cleared funds (including any accrued interest and any other costs) whether before or after judgment in respect of the overdue amount.
- d) If we need to take legal action to secure recovery of a debt:
 - i) You will agree to and support our nomination of either The High Courts in London, or the Milton Keynes County Court, as the court to hear any collection or connected proceedings.
 - ii) On referring your account to a collection agency (which may not necessarily be a firm of solicitors), you agree we can add a referral fee to the amount owing. The current referral fee is £200 + VAT and this sum is in addition to the compensation for recovery of our own office costs as allowable under Late Payment legislation.

- e) Any Credit terms offered by us can at our sole discretion be removed or amended, subject to us notifying you of the change in writing.

9) Severability

If any provision in these terms is held to be invalid in whole or part such provision will be deemed not to form a part of the terms. In any event the enforceability of the remainder of the Contract will not be affected.

10) Force Majeure

The Company shall not be liable for any failure of or delay in its performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. If any of the foregoing events prevents the Company from completing its obligations for a period of 30 days then the Company shall be able to cancel its obligations without penalty

11) Law and Disputes

This Agreement shall be governed by English law, and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.

12) Notices

Notices must be in writing and delivered by pre-paid first class post, registered post or recorded delivery and be addressed to the other party at its registered address or such other trading address as had been in operation immediately prior to posting. Notices will be deemed to be served on the second day after posting.

It is agreed between **US** as Mentmore and **YOU** as the customer that all the terms and conditions in these Terms of Business are reasonable and satisfy the requirements of the Unfair Contract Terms Act, 1977, or any re-enactment or revision thereof