

## **TERMS OF BUSINESS**

1. In these Terms of Business the following terms shall have the following meanings:-

"This Agreement"	the agreement between the Company and the Customer for the supply of the Goods to the Customer, incorporating these Terms and Conditions
"Company"	Middledale Foods Limited (registered number 3188886) whose registered office is at 19, North Bar Within Beverley East Yorkshire HU17 9DB
"Customer"	the purchaser of the Goods
"Goods"	all the goods ordered by the Customer from the Company following the date hereof
"Business Days"	Monday to Friday inclusive excluding Saturdays, Sundays and Bank Holidays
  
2. Acceptance by the Company of any order from the Customer and all business transacted by the Company will be subject to these Terms of Business as amended from time to time by the Company.
  
3. No binding contract shall be effected or shall be deemed to be effected until any order placed by the Customer has been accepted by the Company, whether in writing, by facsimile, e-mail, telephone or otherwise.
  
4. No officer, official, servant, agent or employee of the Company or any other person whatsoever has any authority to transact any business with the Customer other than on the terms set out in these Terms of Business or to exclude, alter, vary, modify or qualify all or any of these terms unless expressly authorised in writing by a director of the Company.
  
5. A quotation made by the Company does not constitute an offer and the Company reserves the right to withdraw or revise the same at any time prior to the Company's acceptance of the Customer's order. In any event any order sent by the Customer shall be accepted at the Company's discretion.
  
6. The Company reserves the right to vary its prices by prior written notice to the Customer. The price chargeable for any Goods is the price last notified to the Customer before delivery of the Goods. All prices are exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.
  
7. The Customer shall comply with all of the Company's requirements regarding returnable packaging and if the Customer fails to comply the Company reserves the right to charge for such returnable packaging at the replacement cost incurred by the Company for the same.
  
8. Delivery of the Goods shall be made by the Company (or its agents) delivering the Goods to the Customer's premises details of which will be provided by the Customer to the Company when placing its order. Any time or dates stated for delivery shall be an estimate only and time shall not be of the essence. The Company shall in good faith use its best efforts but shall not be liable for any failure or delay in despatch or delivery, or for the consequences of any such failure or delay, or for any loss or damage whatsoever arising out of or in connection with any such failure or delay. The Goods may be delivered by the Company in advance of the stated delivery date upon the Company giving reasonable notice to the Customer.
  
9. Notwithstanding delivery of the Goods or any other term of these Terms of Business, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Customer for which payment is then due. Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties properly stored, protected and insured and identified as the Company's property, but shall be entitled to re-sell or use the Goods in the ordinary course of its business.

10. The Customer grants the Company its agents and employees an irrevocable licence at any time to enter any premises where the Goods are stored in order to inspect them or where the Customer's right to possession has terminated to recover them. The Customer's right to possession shall terminate immediately in the event of any of the circumstances specified in clause 17 below or upon giving of immediate written notice by the Company.
11. The Customer in sending or giving an order to the Company for Goods is not thereby obliging the Company to execute the whole of the order. The Company is entitled to execute in its discretion such part of the order as the Company is able, ready and willing to execute. Due to the nature of some of the Goods the Company cannot guarantee precise quantities but will use all reasonable endeavours to deliver plus or minus five per cent of the ordered quantity. In such cases the Customer will pay for the actual quantity of Goods delivered.
12. No claim by or from the Customer for damage whether in transit or otherwise for shortage of or delay in delivery or for loss of or non-delivery of any Goods or consignment or any part thereof will be entertained by or on behalf of the Company unless the Customer complies with the formalities set out below for notification of such a claim. In the event of damage, shortage of or delay in delivery, the Customer must give immediate notice by telephone and subsequently in writing to the Company within two business days of the date of actual delivery or receipt of the relevant Goods or consignment followed by a fully detailed claim against the Company in writing within seven Business Days of the date of actual delivery or receipt of the relevant Goods.
13. Because of the highly perishable nature of the Goods in which the Company trades, the Company shall not be obliged to entertain any claim in respect of Goods being "out of date" or otherwise of unsatisfactory quality unless written notice thereof is received by the Company in the shortest possible time and in any event no later than two Business Days after the delivery of the Goods.
14. In view of the Goods being of a highly perishable nature and as such requiring appropriate refrigerated storage no claim will be entertained from a Customer or otherwise for Goods not in the opinion of the Company stored in the proper environment. The Company's recommended storage conditions for Goods are set out in the product specifications which are available on request to the Company.
15. Subject as expressly provided in these Terms of Business and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the full extent permitted by law. Nor does the Company make any representations, give any warranty or guarantee or enter into any term, condition, warranty or guarantee as to the accuracy of all or any specifications, illustrations, data sheets or other particulars of all or any of the Goods or any part or parts of any Goods supplied by the Company to the Customer. The Company reserves the right to alter and amend such specifications, illustrations, data sheets or particulars from time to time to ensure that any description or illustrations of the Goods is accurate.
16. Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representations (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of these Terms of Business for any indirect special or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer and the entire liability of the Company under or in connection with the agreements made pursuant to these Terms of Business shall not exceed the price of the Goods.
17. The Company shall invoice the Customer as soon as practicable after delivery of the Goods. Payment shall be made by the Customer to the Company so as to be received by the

Company by the 21st day of the month following the month of invoice or as shall be otherwise agreed in writing. The Company reserves the right to apply a statutory account charge on any late payments at a rate of 3% above the base rate of HSBC Bank Plc from time to time. The Company reserves the right to vary such account charge in relation to market and economic influences. Further the Company reserves the right to withdraw credit terms previously agreed with the Customer at its absolute discretion at any time on written notice to the Customer.

18. If the Customer makes any voluntary arrangement with its creditors (whether formal or informal) or (being an individual or firm) has a receiver appointed over any of its assets becomes bankrupt or (being a Company) becomes subject to an administration order or has an administrative receiver appointed over all or any of its assets or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) the Customer ceases or threatens to cease to carry on business or if the Company reasonably apprehends if any of the above events is about to occur in relation to the Customer and notifies the Customer accordingly then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Agreement or suspend any further deliveries under the Agreement without any liability to the Customer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
19. The Company shall not be liable to the Customer or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure 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:-
  - 19.1. Act of God, explosion, flood, tempest, fire or accident
  - 19.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition
  - 19.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
  - 19.4. import or export regulations or embargoes
  - 19.5. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party)
  - 19.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery
  - 19.7. power failure or breakdown in machinery
20. Any notice required to be given by either party to the other under these Terms of Business shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
21. No waiver by the Company of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
22. If any provision of these Terms of Business is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other terms of these Terms of Business and the remainder of the term in question shall not be affected.
23. This Agreement shall be governed by English law, and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.
24. It is agreed between the Company and the Customer that all the terms and conditions in these Terms of Business are reasonable and satisfy and shall be deemed to satisfy the requirement of reasonableness under the Unfair Contract Terms Act, 1977, or any other statute re-enacting representing or replacing for the time being that Act.