

TOWN & COUNTRY MEATS GROUP LIMITED

Terms & Conditions of Sales

- By placing an order with the Company via the Company's sales team, the Customer is offering to purchase the Products in accordance with these Terms and Conditions. The Contract shall be formed when the Company acknowledges acceptance of the Customer's to which the customer will receive a sales confirmation.
- The Customer is responsible for ensuring that the terms of any order are complete and accurate, on the sales confirmation, and any queries or issues are raised with immediate effect by responding to said sales confirmation. Claims have a maximum of 24 hours to be received from sales confirmation being sent, anything received after this time will be deemed void.
- Once a price has been agreed and sales confirmation received if no claim has been made within 24 hours the sale is confirmed as correct.
- Price is inclusive of delivery (unless collection by customer is agreed) of the Products by the Company to such address as is agreed by the Company, but does not include carriage and packing on special or urgent deliveries requested by the Customer, or on orders of a non-routine nature.
- The Contract/Sales is subject to availability of stock and the Company reserves the right to vary or alter the specification of Products without notice unless otherwise agreed in writing with the Customer.
- The Contract constitutes the entire agreement between the parties and the Customer acknowledges that it has not relied on any statement, promise or representation made or given by, or on behalf of, the Company which is not set out in the Contract.
- Any specifications, descriptions or serving suggestions contained in the Company's sales confirmations, brochures or sales material or on the Company's website are produced for the sole purpose of giving an approximate idea of the Products. They shall not form part of the Contract or have any contractual force.

2 TITLE & RISK

- The risk of loss or damage to the Products shall pass to the Customer on completion of delivery. Once product is signed for via delivery note any packaging, weight or other issue will be the responsibility of the customer if not reported on delivery.
- The Company shall not be responsible for any loss or damage to the Products which is caused due to the condition of the Delivery Location or any act, default or omission of the Customer or its representatives.
- Title in the Products shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to the Company from the Customer on any account.
- Until title passes to the Customer, the Customer shall hold the Products on a fiduciary basis as the Company's bailee; store the Products separately from all other products in such a way that they are clearly identifiable as the property of the Company; maintain the Products in a satisfactory condition; keep the Products insured on the Company's behalf for their full price against all risks; and notify the Company immediately if product becomes subject to any non-reversible events: ie out of condition due to neglect.
- If, before title in the Products passes to the Customer, the Customer becomes in such a financial situation which equates to non-payment, if products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored, in order to recover them.

3 PAYMENT TERMS

- Where credit is granted, unless otherwise agreed in writing, all sums payable in respect of the Products must be paid without deductions within 28 days from the date in which the invoice was raised.
- Failure to pay by the due date shall entitle the Company to suspend delivery of all unexecuted or future orders. The time for payment of the price of the Products shall be of the essence.
- The Company reserves the right at any time in its absolute discretion to demand immediate payment of any account whether due or not and to take legal action to recover the debt and costs.
- If payment is not made in accordance with this Condition, the Company reserves the right to charge Statutory Interest on the overdue balances for the period from the date on which payment became due until the date on which payment is made including any period after the date of any judgement or decree against the Customer.
- In the event of any cheques, standing orders or direct debits due from a Customer to the Company being dishonoured, a charge of £45 (or such other sum as the Company may from time to time advise the Customer) will be made on the Customer's account to cover bank and administrative costs.
- The Company reserves the right in its absolute discretion to refuse to grant credit and in the event the Customer enters into an insolvency arrangement or the Customer's credit rating or financial standing deteriorates in a way that presents a credit risk, the Company may remove any credit terms previously agreed with the Customer and (without prejudice to any other rights that the Company may be entitled to) impose new payment terms, including payment on delivery.
- The Company may, at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

4 DELIVERY

- Deliveries of Products to the Customer shall be in accordance with the Company's delivery schedule. The Company shall not be liable for any loss or damage whatsoever arising as a result of a delay or failure to deliver Products by a particular date or arising as a result of any cause beyond the Company's control, including any force majeure event or the Customer's failure to provide adequate delivery instructions. Time for delivery shall not be of the essence.
- Delivery of Products shall be made by the Company to a reasonably accessible location at the Customer's premises, or as otherwise agreed between the parties ("the Delivery Location"). The Customer shall allow the Company access to such premises and shall use best endeavours to ensure that a responsible person shall be at the place of delivery to take delivery of the Products and to sign for them. If such a person is not present at the time of delivery the Customer hereby consents to the Company leaving the Products at what appear to be the premises nominated by the Customer as the place of delivery, and when the Products are so left, risk in the Products shall pass to the Customer and no liability shall remain with the Company in respect of the Products.
- Delivery of the Products shall be completed once the Products are unloaded at the Delivery Location.
- If the Customer fails to take delivery or fails to give the Company adequate delivery instructions at the time stated for delivery then without prejudice to any other right or remedy available to the Company, the Company may do one or more of the following:
 - charge the Customer the cost of carriage of the refused delivery both to and from the Delivery Location in addition to the Company's administration charges involved;
 - charge the Customer the full cost price of the Products and a sum in respect of its loss of profit provided that the Company shall use its reasonable endeavours to mitigate such loss;
 - where the delivery includes Equipment, store the Equipment until actual delivery and charge the Customer for the reasonable cost of storage (including insurance);
 - sell the Equipment and charge the Customer for any shortfall below the price under the Contract.
- If the Customer fails to take delivery or fails to give the Company adequate delivery instructions at the time stated for delivery, the Customer shall not be entitled to refuse to accept redelivery after the estimated date for delivery by reason of the consequent failure of those Products to meet any shelf-life requirement or otherwise.
- The Company may deliver the Products by instalments, which shall be invoiced separately. Any delay in delivery shall not entitle the Customer to cancel any order or any instalment.

5 ACCEPTANCE AND CLAIMS PROCEDURE

- The Customer must check that the quantity and specifications of Products delivered correspond with the Contract before signature of the delivery note. Any delivery note signed "unchecked" will be accepted as correct on delivery.
- Claims in respect of short deliveries or damage to Products reasonably visible on inspection must be made to the Company within 24 hours of the time of the delivery which gives rise to the claim. The Customer must retain damaged Products for inspection and collection. Credit will only be granted by the Company if the provisions of this Condition are complied with.

6 CANCELLATION OF AN ORDER

An order may not be cancelled by the Customer without the written consent of the Company. The Company reserves the right upon consent being given to levy a cancellation charge of not less than 20% of the Products which are the subject of the order (or orders) to cover the Company's losses arising from the cancellation. Nominated Products and Sourced Products ordered on behalf of the Customer cannot be returned, unless the manufacturer agrees to accept them. Where this is not the case the Customer shall purchase all such Nominated Products and Sourced Products from the Company within 14 days.

7 INSOLVENCY OF CUSTOMER

- In the event that:
- the Customer makes any voluntary arrangement with its creditors, proposes to enter into a company voluntary arrangement, enters into administration, is unable to pay its debts as they fall due, makes application to a Court to suspend enforcement action against it, goes into liquidation (in the event that the Customer is a company) or becomes insolvent, enters into a trust deed or voluntary arrangement for the benefit of its creditors (in the event that the Customer is an individual or firm), or if the equivalent occurs under any jurisdiction; or

- an encumbrancer takes possession of, or a receiver or administrative receiver is appointed over, any of the property or assets of the Customer; or
- the Customer suspends any payments hereunder or ceases, or threatens to cease, to carry on business; or
- the Company reasonably considers that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;

then without prejudice to any other rights or remedies available to the Company, the Company shall be entitled forthwith to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and if the Products have been delivered but not paid for, the price shall become immediately payable notwithstanding any previous agreement to the contrary.

8 WARRANTIES

- The Company warrants that all Food Products (with the exception of Nominated Products in respect of which the Company's complete responsibility is set out in Condition 13) shall comply with the Food Safety Act 1990 and all relevant UK legislation from time to time in force. The Company warrants that all Non-Food Products (with the exception of Nominated Products in respect of which the Company's complete responsibility is set out in Condition 13) shall comply with all relevant UK legislation from time to time in force.
- The Company gives no warranties in respect of the Equipment. The Company will, to the extent that it is able, at the sole cost and expense of the Customer, assign or make available to the Customer the benefit of any warranties or guarantees relating to the Equipment obtained from the manufacturer thereof.
- The Customer shall ensure that no Food it purchases from the Company is sold (or otherwise distributed) after any 'best-before' or 'use-by' dates included on the Products or their packaging. To the extent any Food is sold (or otherwise distributed) by the Customer after any such date, it shall be at the Customer's sole risk, and the Customer shall compensate and hold the Company harmless against any losses, claims, expenses or damages it incurs howsoever relating to the same.

9 LIMITATION OF THE COMPANY'S LIABILITY

- Nothing in these Terms and Conditions shall limit or exclude the Company's liability for: (i) death or personal injury caused by the Company's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) for any other matter in respect of which it would be unlawful for the Company to exclude or limit liability.
- Subject to Condition 11.1 and 11.3:
 - the Company shall under no circumstances be liable to the Customer, whether in contract, tort (including negligence) or otherwise, for any loss of profit, loss of opportunity, loss of customers, loss of reputation or any indirect or consequential loss arising under or in connection with the Contract;
 - in respect of damaged or otherwise defective Products, the Company's liability shall be limited to replacing the whole or any part of the respective Product or, at the Company's option, refunding or crediting the purchase price or a prorated portion of the purchase price;
 - in all other circumstances, the Company's total liability to the Customer in respect of all other losses arising under or in connection with a Contract shall in no circumstances exceed the value of the order to which the Contract relates.
- Subject to Condition 11.1, the Company shall not be liable for any losses, expenses, claims or damages suffered or incurred by the Customer (or any third party):
 - to the extent they arise as a consequence of any damage or defect in a Product which was caused by its unsatisfactory storage, treatment or handling (other than by the Company or its representatives) or any act or omission on the part of the Customer or its employees, agents or representatives;
 - relating to damaged or defective Products where the damage or defect ought reasonably to have been noticeable at the time of delivery, and the damage or defect is not reported to the Company in accordance with Condition 7;
 - claims not notified to the Company within 3 months of the respective invoice (or, if later, when the Customer became aware, or ought reasonably to have become aware, of the claim).

10 FORCE MAJEURE

"Force Majeure" means an event beyond the reasonable control of the Company and includes, without limitation, events that may arise due to the actual or planned departure of the United Kingdom or part thereof from the European Union ("Brexit") or out of negotiations between the United Kingdom and the European Union regarding the same, which, whilst they may or may not have been reasonably foreseeable, could not have been reasonably avoided; any failure or delay on the part of a supplier to supply Products and/or services; acts of God; expropriation or confiscation of facilities; any form of Government intervention; war, hostilities, rebellion; terrorist activity; pandemic; local or national emergency (including an emergency service to a hospital); sabotage or riots; industrial action; floods, fires, explosions or other catastrophes; closure of motorways or other roads, or unusually severe traffic congestion (including closure or delay at borders), leaving no reasonable alternative route; unusually severe weather conditions; loss of power or telecommunications systems; or computer failure or breakdown (which could not have been reasonably avoided).

The Company reserves the right to defer the date of delivery or reduce the volume of Products ordered by the Customer or to cancel the Contract without liability to the Customer if it is prevented from or delayed in the carrying out of its obligations under the Contract due to a Force Majeure Event. The Company may make adjustments to the pricing and/or other financial terms relating to supply of the Products, to take into account the financial impact of any Force Majeure Event on the Company.

11 CONFIDENTIALITY

- The Customer undertakes that it shall not at any time disclose any confidential information concerning the business, affairs, customers, suppliers, pricing or other financial information of the Company to any third party whatsoever.
- The Customer may disclose the Company's confidential information (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations to the Company under the Contract, provided that such employees, officers, representatives and advisers to whom the Customer discloses such information comply in full with this Condition; and (ii) as may be required by law, court order or any government or regulatory authority, provided that the Customer gives as much advance notice of such disclosure to the Company, as possible.
- The Customer shall not use the Company's confidential information for any purpose other than to perform its obligations under the Contract.
- Where the Customer purchases from the Company via a buying group or consortia ("Buying Group"), the Customer consents to the Company supplying to the Buying Group information relating to the Customer's purchases, its account and payment history, or any other information requested by the Buying Group in connection with the Customer's trading relationship with the Company. The Customer also consents to the Company sharing confidential information with other entities within the Company's group, including parents, subsidiaries or affiliates of the Company.

12 ADDITIONAL TERMS

- Failure or delay on the part of the Company in enforcing any provision of the Contract shall not be construed as a waiver of any of the Company's rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- If any provision of the Contract is found by any Court, tribunal or other administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- Telephone calls (inbound and outbound) and email correspondence with the Company may be recorded or monitored. By using or accepting such communication methods, the Customer agrees to the recording or for monitoring of the same for quality purposes and training.
- The Company, but not the Customer, may assign its rights and obligations under the Contract.
- Any written communication given pursuant to the Contract must be sent via email to the corrective email address given within invoice/delivery notes.
- The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- The Contract shall be governed by the laws of England and the Company and the Customer agree to submit to the exclusive jurisdiction of the English Courts.
- If the Customer is a partnership the liability of the individual partners to the Company shall be joint and several.
- The signature on behalf of a Customer who is a limited company by any person purporting to sign with the Customer's authority shall bind the Customer and the Customer shall be liable to comply with the terms of the Contract.
- The Customer shall be liable to comply with the terms of the Contract and pay for any Products which are ordered using its Customer account number.
- The Company reserves the right to amend these Terms and Conditions from time to time by posting updated versions on its website.