

NATURE'S CHOICE CATERING GREENGROCERS LTD.
(The "Company")

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these Conditions:

- "Conditions"** means these Terms and Conditions of Sale;
"Customer" means the person, firm or company buying Goods from the Company;
"Goods" means the food products and other items to be supplied to the Customer by the Company.

2. FORMATION OF CONTRACT

- 2.1 These Conditions are the only terms and conditions on which the Company contracts for the supply of Goods and they are incorporated in all contracts entered into by the Company. Each order for Goods that is accepted by the Company will constitute a separate contract between the Company and the Customer.
- 2.2 These Conditions may only be varied in writing signed by a duly authorised representative of the Company.

3. ORDERING & DELIVERY

- 3.1 Orders will be placed by the Customer by email, by facsimile or by telephone to the Company. Unless the order specifies a delivery date, delivery will be scheduled for the next working day.
- 3.2 All orders are accepted subject to availability and the Company reserves the right to refuse to accept any order, in which case it will inform the Customer promptly.
- 3.3 If the Company is unable to deliver any item ordered, it may in its discretion (but without any obligation to do so) provide a reasonable substitute unless the Customer's order specifies otherwise.
- 3.3 The Company will deliver Goods to the address of the Customer provided by the Customer. At least two working days' notice in writing must be given to the Company by an authorised signatory of the Customer of any change to the delivery address or any special delivery instructions.
- 3.4 The Customer is responsible for making suitable arrangements to receive each delivery and for giving any special delivery instructions in advance which will be documented on invoice. If there is no-one to receive a delivery it may be deposited outside the

Customer's premises, with prior arrangement. The Company will have no liability to make any refund in such circumstances.

- 3.5 An itemised invoice will be delivered to the Customer with each delivery of Goods.
- 3.6 The Customer will be responsible for inspecting Goods upon delivery and it is a condition that any error, shortage or defect in Goods at delivery are notified to the Company in writing within 24 hours of delivery, quoting the invoice number.

4. PRICES & PAYMENT

- 4.1 Prices of Goods vary from day to day and the Customer acknowledges that all Goods that are ordered and delivered must be paid for at the prevailing prices on the delivery date. The prevailing prices will be shown on the invoice delivered with the Goods.
- 4.2 Prices include packaging and delivery within the area covered by the Company's normal delivery services.
- 4.3 Unless otherwise stated, prices are quoted exclusive of Value Added Tax which will be included in the invoice as appropriate and payable by the Customer.
- 4.4 The Company will submit an invoice for the Goods upon delivery. Invoices become due on delivery and payment must be made in full without any deductions within 30 days of the invoice date. If the Customer has grounds for questioning any invoice he must give notice with details to the Company within 5 days of the invoice date and, when appropriate, the Company will issue a revised invoice &/or a credit note.
- 4.5 A monthly statement will be sent to the Customer immediately following the end of each month showing all amounts invoiced during the month.
- 4.6 The Company reserves the right to charge interest on any overdue payment at the statutory rate of interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1999. Any sums remaining outstanding 30 days after payment is due will be subject to recovery action by the Company's agents. Such recovery action will attract enforcement charges calculated at the rate of 20% of the outstanding sum.
- 4.7 The Company reserves the right to seek full recovery of the outstanding sum, interest and enforcement charges from the person signing this contract on behalf of the Customer should the Customer be unwilling or unable to pay the outstanding sum due. If the company is liquidated or unable to pay the outstanding sum, the person signing this contract is personally liable to pay all the outstanding money owed at that time.
- 4.8 Notwithstanding clause 4.6 and 4.7, the Company, without affecting any other remedy which it may have, will be entitled to terminate the contract with the Customer and/or suspend any further deliveries of Goods if any payment is not made on the due date by the Customer.

5. WARRANTIES AND LIABILITY

- 5.1 The Company warrants that all Goods will be of reasonable quality at the time of delivery.
- 5.2 The Customer must notify the Company immediately it becomes aware of any error or shortage in any delivery of Goods or of any defect in any Goods supplied, and in any event within 24 hours of delivery. The Company will then have the right to examine any Goods that are alleged to be defective and will, at the Company's discretion, either replace defective or incorrectly delivered Goods or refund the price. A revised invoice will then be issued to the Customer.
- 5.3 The warranties given above will not apply to defects which are due to inappropriate storage, misuse and/or neglect of the Customer or to loss or damage occurring after delivery.
- 5.4 Under no circumstances will the maximum liability of the Company exceed the purchase price of the relevant Goods nor will the Company have any liability to the Customer for any loss or damage except as expressly stated in these Conditions. Liability for loss of profits, loss of business, loss of contracts, loss of goodwill and any other direct, indirect or consequential loss (whether in contract or in tort) is expressly excluded.
- 5.5 All terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. The Customer acknowledges that the only warranties are those given expressly by the Company in these Conditions. However, liability for personal injury or death that is caused by the Company's negligence is not limited.

6. BREXIT TRIGGER EVENT

- 6.1 Should a Brexit Trigger Event occur, the Company reserves the right to alter any of its prices fixed or otherwise at any time (within 48 hours notice to the Customer).
- 6.2 A Brexit Trigger Event shall not terminate or alter (or give any party a right to terminate or alter) this contract, or invalidate any of its terms or discharge or excuse performance under it. If there is an inconsistency between the provisions of this clause and any other provision of this agreement, the provisions of this clause shall prevail.

7. FORCE MAJEURE

The Company will not have any liability to the Customer if it is prevented from complying with any order or performing any other obligation on account of circumstances beyond its control (force majeure) which include, but are not limited to, extreme weather conditions, act of God, war, terrorism, fire, flood, strike, power failure or difficulty in obtaining materials, transport or labour. In any of these circumstances, the Company reserves the right to suspend or cancel any order by giving notice to the Customer.

8. NOTICES

8.1 Any notice to be given by either party to the other under these Conditions shall be in writing or, if given by phone or by email, confirmed in writing and sent by first class post or delivered by facsimile or by hand. Notice sent by post shall be treated as delivered after two working days. Notice delivered by facsimile or by hand will be treated as delivered on the day of delivery unless this occurs outside normal working hours, in which case delivery will be effective on the next working day.

8.2 The Customer shall promptly give notice to the Company of any change of address or other details that affect deliveries of Goods or invoicing arrangements and (when the Customer is a company) of any change of directors.

9. ASSIGNMENT AND SUB-CONTRACTING

9.1 Neither party will assign any of its interests without the prior written consent of the other.

9.2 The Company may, at any time, sub-contract all or part of its obligations with respect of the supply and delivery of Goods.

9.3 The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

10. TERMINATION

10.1 The Company may give not less than 14 days notice at any time to terminate its contractual relationship with the Customer.

10.2 If the Customer commits a breach of contract, fails to make a payment on the due date; or becomes insolvent or has a liquidator, receiver or administrative receiver appointed, then, in any such case the Company shall be entitled forthwith either to suspend the supply of Goods or, at its option, to terminate its contractual relationship with the Customer and repossess any Goods for which payment has not been received in full. The Company shall also have this right if it reasonably considers that any of the events mentioned above is likely to occur.

11. SEVERANCE

If any provision of these Conditions is held by a court to be unenforceable, the remaining provisions will continue in effect.

12. GOVERNING LAW & DISPUTES

These Conditions are governed by the laws of England.

Any dispute between the parties shall be finally determined by the English courts and the parties agree to submit to the jurisdiction of those courts.