

Interfood Technology Limited Terms and Conditions of Sale

- 1. Interpretation**
 - 1.1. In these terms and conditions of sale, the following expressions have the following meanings:
 - 1.1.1. "We, our, ours, us" means Interfood Technology Limited
 - 1.1.2. "You, yours, your" means the party whose name appears on an invoice for Goods supplied by us.
 - 1.1.3. "Goods" means the goods (being any machinery or equipment (or part thereof or spare part therefor or other goods) sold or to be sold or services supplied or to be supplied by us to you.
- 2. Variation**
 - 2.1. These Conditions shall apply to all quotations given or contracts made or to be made for the sale of Goods to the exclusion of any conditions submitted, proposed or stipulated by you in whatever form and at whatever time, whether written or oral.
 - 2.2. Your:
 - 2.2.1. giving us any delivery instruction; or
 - 2.2.2. acceptance of delivery of the Goods,shall constitute unqualified acceptance of these Conditions.
 - 2.3. We shall not be bound by any variation to these Conditions unless agreed in advance and in writing by us.
- 3. Price**
 - 3.1. The price of the Goods shall, unless otherwise stated by us in writing be our list price current at the date of delivery. In the case of an order for delivery by instalments the price payable for each instalment shall be our list price at the date of despatch of such instalment.
 - 3.2. Unless otherwise agreed in writing by us, the price of the Goods is exclusive of:
 - 3.2.1. costs of packaging and delivery; and
 - 3.2.2. Value Added Tax,which must be paid at the same time as payment for the Goods.
- 4. Carriage and Goods in transit**
 - 4.1. We shall:
 - 4.1.1. charge you for the delivery of the Goods to your premises; and
 - 4.1.2. insure Goods in transit to you.
 - 4.2. We shall not be liable for loss of or damage to the Goods in transit unless within [three] days of [the date notified by us to you as being the date on which the Goods were despatched from our premises] you notify us that you have not received the Goods or that the Goods are damaged.
- 5. RETURNED GOODS**
 - 5.1. WE SHALL NOT BE LIABLE FOR DEFECTIVE GOODS UNLESS:
 - 5.1.1. YOU NOTIFY US AS SOON AS POSSIBLE AND IN ANY CASE WITHIN [SEVEN] DAYS OF DELIVERY SPECIFYING WITH REASONABLE DETAIL ANY MATTER WHEREOF IT IS ALLEGED THAT THE GOODS ARE DEFECTIVE;
 - 5.1.2. THE DEFECTIVE GOODS ARE RETURNED CARRIAGE PAID AT YOUR RISK TO OUR PREMISES (AND SECTION 36 OF THE SALE OF GOODS ACT 1979 SHALL NOT APPLY) WITHIN 28 DAYS OF FAILURE; AND
 - 5.1.3. THE WHOLE CONSIGNMENT OF GOODS OF WHICH THE DEFECTIVE GOODS FORM A PART REMAINS AVAILABLE FOR INSPECTION BY US.
 - 5.2. NO CLAIM WILL BE MET BY US UNDER CONDITION 5.1 IF, IN OUR OPINION:
 - 5.2.1. THE DEFECT IS NOT DUE SOLELY TO DEFECTIVE MATERIALS OR MANUFACTURE;
 - 5.2.2. THE GOODS HAVE BEEN MISUSED OR SUBJECTED TO NEGLIGENCE, CARELESSNESS OR ABNORMAL CONDITIONS OR INVOLVED IN ANY ACCIDENT OR ATTEMPT AT REPAIR, REPLACEMENT OR MODIFICATION OR DEALT WITH CONTRARY TO ANY DIRECTIONS ISSUED BY US; OR
 - 5.2.3. THE TERMS OF PAYMENT SET OUT IN CONDITION 8 HAVE NOT BEEN COMPLIED WITH.
 - 5.3. We shall only accept Goods for credit, replacement or repair:
 - 5.3.1. if we have previously agreed to do so in writing; and
 - 5.3.2. the complete goods are returned to our premises within 28 days of failure; and
 - 5.3.3. you quote the invoice numbers relating to such Goods when returning them to us.
 - 5.3.4. you complete all returns documentation provided and return with the defective product (s)
 - 5.4. We may charge you a handling charge for dealing with the returned Goods.
- 6. WARRANTY**
 - 6.1. We warrant that, at the time of delivery, the Goods will correspond to the description given by us.
 - 6.2. EXCEPT WHERE YOU ARE DEALING AS A CONSUMER (AS DEFINED IN THE UNFAIR CONTRACT TERMS ACT 1977, SECTION 12) AND OTHERWISE TO THE EXTENT PERMITTED BY LAW, ALL CONDITIONS, WARRANTIES OR OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE ARE EXCLUDED AND THE PROVISIONS OF THESE CONDITIONS SHALL APPLY IN LIEU THEREOF.
 - 6.3. THE WARRANTY CONTAINED IN THIS CONDITION 6 IS SPECIFICALLY LIMITED TO YOU IN RESPECT OF THE GOODS ACTUALLY MANUFACTURED BY US. NO WARRANTY IS MADE TO ANY OTHER PERSON, WHETHER SUBSEQUENT BUYER OR USER, OR TO ANY BAILLEE, LICENSEE, ASSIGNEE, EMPLOYEE, AGENT OR OTHERWISE.
 - 6.4. WE GIVE NO WARRANTY AND MAKE NO REPRESENTATION THAT ANY SALE OR USE BY YOU OF THE GOODS WILL BE FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.
- 7. EXCLUSION OF LIABILITY**
 - 7.1. ALL DESCRIPTIONS, REPRESENTATIONS, SPECIFICATIONS, SAMPLES, COLOURS, ILLUSTRATIONS AND OTHER PARTICULARS FURNISHED OR MADE ORALLY BY US OR IN CATALOGUES, TRADE LITERATURE, PRICE LISTS OR OTHER DOCUMENTS ISSUED BY US ARE GIVEN FOR GENERAL INFORMATION PURPOSES ONLY AND YOU ACKNOWLEDGE THAT YOU ARE NOT ENTERING INTO THE CONTRACT IN RELIANCE UPON ANY SUCH DESCRIPTION, REPRESENTATION, SPECIFICATION, SAMPLE OR OTHER PARTICULAR.
 - 7.2. OUR LIABILITY UNDER CONDITIONS 4.2 AND 5, WHETHER BASED ON NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO REPAIRING OR REPLACING THE LOST, DAMAGED OR DEFECTIVE GOODS OR, AT OUR OPTION, REPAYING A CORRESPONDING PROPORTION OF THE PRICE PAID BY YOU AND WE SHALL NOT BE UNDER ANY OTHER LIABILITY THEREUNDER WHATSOEVER.
 - 7.3. EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED FOR IN THESE CONDITIONS, WE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY:
 - 7.3.1. HOWEVER CAUSED OR ARISING (WHETHER BY OUR NEGLIGENCE OR OTHERWISE) FROM ANY DEFECT IN, FAILURE IN, OR UNSUITABILITY FOR ANY PURPOSE OF, THE GOODS; OR
 - 7.3.2. IN RESPECT OF THE GOODS IF YOU USE THEM IN CONJUNCTION WITH MATERIALS THAT ARE NOT COMPATIBLE WITH THEM. WE WILL SUPPLY A LIST OF COMPATIBLE MATERIALS ON REQUEST.
 - 7.4. WE SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS WHATSOEVER AND HOWEVER CAUSED.
 - 7.5. Where the Unfair Contract Terms Act 1977 applies, nothing in these Conditions shall exclude or restrict any liability for death or personal injury resulting from the Company's negligence, as that expression is defined in section 1 of that Act.
- 8. Payment**
 - 8.1. Unless otherwise agreed in writing by us and subject to Condition 8.2, payment shall be made in full [within 30 days from the date of the invoice]. Time for payment is of the essence of the contract.
 - 8.2. Payment for the Goods delivered shall become due immediately if Buyer passes a resolution for winding up Buyer or its directors present a petition for winding up or an order for winding up Buyer is made or if an administrative receiver or other receiver or manager is appointed over any of the assets of Buyer.
 - 8.3. If you do not pay us in full on the due date, you will lose any agreed discount and we will adjust the price of the Goods accordingly.
 - 8.4. If any sums become overdue, we may (at our option and without prejudice to any other right or remedy available to us):
 - 8.4.1. suspend all further deliveries until payment in full thereof has been made; and/ or
 - 8.4.2. cancel the contract as regards any Goods which remain to be delivered thereunder; and/ or
 - 8.4.3. charge you for any reasonable and proper costs involved in recovering any debt owed to us by you.
 - 8.5. You shall not be entitled to withhold payment in whole or in part on the ground that you have a claim, counterclaim or set-off against us.
- 9. Delivery, ownership and risk**
 - 9.1. We shall use our reasonable endeavours to deliver the Goods to the agreed address on the date indicated by us for delivery. The time for delivery shall not be of the essence and delivery dates are intended as an estimate only. We shall not be liable for any loss or damage whether arising directly or indirectly, from our failure to deliver the Goods (or any of them) promptly or at all.
 - 9.2. Even if we have delayed or failed to deliver the Goods (or any of them) promptly, you shall accept delivery and pay for the Goods in full if we tender delivery at any time within one month of the indicated date.
 - 9.3. You shall make all arrangements necessary to take delivery of the Goods whenever we tender them to you. If delivery is delayed through your default or if you decline or delay in accepting delivery, then and in either such case we may (at our option and without prejudice to any other right or remedy available to us):
 - 9.3.1. charge as part of the price of the Goods a reasonable storage fee and other costs incurred by us;
 - 9.3.2. sell the Goods for our account and/ or
 - 9.3.3. cancel the contract as regards any Goods that remain to be delivered thereunder.
 - 9.4. The Goods shall be at your sole risk in respect of all loss or damage arising from any cause whatsoever as from delivery.
 - 9.5. We may deliver the Goods by instalments and may invoice you for each such instalment.
 - 9.6. Each delivery shall be considered as a separate contract and the failure of any delivery shall not vitiate the contract as to others.
- 10. Retention of title**
 - 10.1. Notwithstanding delivery, property in the Goods shall remain with us until payment in full of the price for the Goods and all other sums due from you to us on any account whatsoever.
 - 10.2. Until property in the Goods passes to you in accordance with condition 11.1:
 - 10.2.1. you shall hold the Goods as bailee for us;
 - 10.2.2. you shall (at no cost to us) keep the Goods in good condition, and separate and clearly identified as the property;
 - 10.2.3. if you sell the Goods to any third party you shall, as between you and such third party, sell as principal but, as between you and us, you shall sell as our fiduciary agent;
 - 10.2.4. you shall:
 - 10.2.4.1. hold such part of the proceeds of sale of the Goods as equates to the aggregate amount due from you to us on any account whatsoever separate and for our account and not mix such proceeds with other money or pay them into any overdrawn bank account; or
 - 10.2.4.2. if we so require, authorise and direct such third party to pay to us a like part of the sum due to you in respect of the Goods so sold and assign to us such part of the debt owed to you by such third party;
 - 10.2.5. you shall not attach the Goods to buildings, structures or land so as to become a fixture without our prior written consent; or
 - 10.2.6. if you attach the Goods to or incorporate them into or mix them with any other goods, products, materials or substances of any kind whatsoever or uses them in any manufacturing process or otherwise, the property in the new goods, product, material or substance shall vest in us in the proportion of the value of the Goods to the other constituent elements;
 - 10.2.7. you shall keep the Goods fully insured with a reputable insurance company and if the Goods are lost, damaged or destroyed shall hold the proceeds of insurance for and to the order of the Company; and
 - 10.2.8. we shall be entitled:
 - 10.2.8.1. at any time without notice recover possession of the Goods and you grant to us an irrevocable licence to enter for that purpose any premises then occupied by you; and
 - 10.2.8.2. to maintain an action for the price of the Goods, notwithstanding that the property in them has not passed to you.
- 11. Waiver**
 - 11.1. None of the provisions of these Conditions shall be deemed to have been waived by any act or acquiescence, but only by an instrument in writing. No waiver of any provision of these Conditions shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- 12. Assignment**
 - 12.1. You shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any other person.
- 13. Severance**
 - 13.1. If any Condition or part of any Condition shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other Condition or part of any Condition all of which shall remain in full force and effect.
- 14. Contracts (Rights of Third Parties) Act**
 - 14.1. A person who is not a party to a contract to which these Conditions form part has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 15. Notices**
 - 15.1. Any notice given under these Conditions shall be in writing and may be served by personal delivery or by first class post to the recipient's principal place of business or such other place as the recipient may designate. Notices shall be deemed served at the time of delivery (if delivered personally) and 4 business days after the date of posting (if sent by post). "Business day" means any day other than a Saturday, Sunday or a public holiday in the place both of posting and of recipient's address.
- 16. Force majeure**
 - 16.1. If we shall be prevented from producing, acquiring or effecting deliveries of the Goods or any of them by reason of any of the following causes, namely, Act of God, insurrection, riot, war, hostilities, warlike operations, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, mechanical breakdown, shortage of or inability to obtain materials, equipment or transportation or any other circumstances (whether of a nature similar to those specified, or not) beyond our control regardless of whether or not the circumstances in question could have been foreseen at any time, our obligation to effect deliveries under these Conditions shall be suspended whilst such prevention shall continue.
 - 16.2. Should any deliveries under the contract be suspended under this Condition 16.2, you shall nevertheless accept delivery and pay for such of the Goods as we shall be able to deliver. We shall not be liable for any loss or damage of any kind resulting from the causes mentioned in Condition 16.1.
 - 16.3. If we have contracted to provide identical or similar goods to more than one buyer and we are prevented from fully meeting our obligations by reason of any of the causes mentioned in Condition 16.1, we may at our discretion determine which contracts we shall honour and to what extent.
- 17. Applicable law and jurisdiction**
 - 17.1. These Conditions are subject to English law and the exclusive jurisdiction of the English courts save that we may take action in any other jurisdiction.