

CK Foods (Processing) Ltd.

70 Northumberland Avenue Hull HU2 0JB

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**Production Facility (Cheese)**Units 3-4 New Cleveland Street
Hull HU8 7AU**Production Facility (Finger Foods)**St Dunstons Way off Ripley Street
West Bowling Bradford BD4 7EG

Company Reg. No. 05328790

CK Foods Trading Terms and Conditions

Application of Conditions

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.

These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer or which are implied by trade, practice or course of dealings..

Interpretation

In these Conditions:-

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"the Buyer"	means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
"Calendar Day"	means any day of the year;
"the Contract"	means the contract for the purchase and sale of the Goods under these conditions;
"these Conditions"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
"the Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;
"the Goods"	means the goods (including any installment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;
"month"	means a calendar month;
"the Seller"	means CK Foods (Processing) Ltd, a company registered in England under 05328790;
"writing"	includes any communications effected by telex, facsimile, transmission, electronic mail or any comparable means.

Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

Basis of Sale

The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. They shall not form part of the Contract or have any contractual force.

An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller and no contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of:-

the Seller's written acceptance; delivery of the Goods; or the Seller's invoice.



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Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

Orders and Specifications

No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.

The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

Price

The price of the Goods shall be the price listed in the current price list current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices (for orders of more than £500.00) are inclusive of the Seller's charges for packaging and transport.

The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

Payment

Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction credit or set off) within the agreed terms of payment of the Seller's invoice or otherwise in



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accordance with such credit term as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

All payments shall be made to the Seller in Pounds Sterling at its office as indicated on the form of acceptance or invoice issued by the Seller.

If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

Delivery

Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Seller shall not be liable for any delay in delivery of the Goods that is caused by Force Majeure or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

Where the Goods are to be delivered in instalments, which shall be invoiced and paid for separately, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

Risk and Retention of Title

Risk of damage to or loss of the Goods shall pass to the Buyer at:

- in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or
- in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery;
- or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

Notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose.



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Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

The Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time: it does so as principal and not as the Seller's agent; and title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. In the event of repossession the Buyer shall deliver up to the Seller all Goods in which title has not passed, the cost of which shall be born by the Buyer.

The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if;

- The Buyer commits or permits any material breach of his obligations under these Conditions;
- The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

Assignment

The Seller may assign the Contract or any part of it to any person, firm or company.

The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

Guarantees

The Supplier warrants that on delivery (warranty period), the Goods shall:

- conform in all material respects with their description;
- be free from material defects in design, material and workmanship; and
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

Right to Return the Goods and Receive a Refund

If the Buyer is not satisfied with any Goods purchased from the Seller, the Buyer may cancel the Contract and return the Goods to the Seller and obtain a refund of the price of the returned Goods, provided:-

- The Buyer informs the Seller of the decision to cancel the Contract within 3 Calendar Days of delivery of the Goods; and
- The Goods are returned in their original condition.

While the Goods remain in the Seller's possession the Seller is under a duty to ensure that the Goods are kept safe and secure.

The following transportation charges will apply:-

- If the total purchase price of the returned Goods is less than £500.00 the charge payable by the Buyer for the return is £50.00.
- If the total purchase price of the returned Goods is more than £500.00 the charge payable by the Buyer for the return is £100.00.



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The Seller shall not be liable for any breach of the guarantee if the problem, damage or defect arises because the Buyer failed to store the Goods at an appropriate temperature in appropriate storage facilities or failed to follow the Seller's oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practice.

Where the Goods are custom made to the order of the Buyer, the Buyer shall not be entitled to return the Goods and receive a refund unless the Goods are faulty. The statutory rights of the Buyer are unaffected.

Termination and Suspension

If the Buyer becomes subject to any of the events listed below, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer.

For the purposes of clause, the relevant events are:

- the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- (being an individual) the Buyer is the subject of a bankruptcy petition or order;
- a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy; and
- (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.



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Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed above, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

Limitation of Liability

Nothing in these Conditions shall limit or exclude the Seller's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

Subject to the above:

- the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

Confidentiality, Publications and Endorsements

The Buyer undertakes to the seller that:-

the Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;

the Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its Licensor;

the Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.

This Condition shall survive the termination of the Contract.

Communications

All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:



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(in case of communications to the Seller)

to its registered office or such changed address as shall be notified to the Buyer by the Seller; OR

(in the case of the communications to the Buyer)

to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

Communications shall be deemed to have been received:

- if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
- if delivered by hand, on the day of delivery; or
- if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day. Communications addressed to the Seller shall be marked for the attention of the Commercial Directors.

Force Majeure

In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

If and when the period of such incapacity exceeds 2 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

Waiver

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

Consumer Rights

The provisions of these Terms and Conditions are in addition to and do not affect the Buyer's statutory rights as a consumer.

Governing Body and Jurisdiction

The Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh court.

