

PORTION SOLUTIONS LTD
Terms and Conditions of Purchase

INTERPRETATION

In these conditions, "Buyer" means Portion Solutions Ltd, "Goods" means the Goods (including any instalment of the Goods) which the Seller is to supply in accordance with these conditions. "Services" means the provision of Services (including a series of Services) that the Seller is to provide in accordance with these conditions. "Seller" means the legal person to whom the Order for Goods is made. "Conditions" means the Standard Terms and Conditions of Purchase set out in this document. "Contract" means the Contract for the purchase and sale of the Goods. An "Order" means an Order given orally, in writing or sent electronically using an acceptable form of communication such as telephone, facsimile, e-mail or Electronic Data Interchange (EDI) and in cases other than EDI shall be given by an authorised representative of the Buyer. The Seller shall take all reasonable steps to ensure that the person giving the Order is an authorised representative of the Buyer.

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

BASIS OF SALE

The Seller sells and the Buyer buys the Goods and/or Services in accordance with the Order from the Buyer accepted by the Seller subject to these conditions which shall govern the Contract to the exclusion of any other Terms and Conditions

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

PRICES

The price payable for the Goods and/or Services shall be the price quoted on the front of this Order, unless (i) the Buyer and the Seller agree otherwise in writing; or (ii) the Seller has issued pricing information stating that a lower price is payable.

Unless otherwise stated in writing to the Buyer, all prices quoted are exclusive of Value Added Tax payable in respect of the Goods and/or Services.

DELIVERY

Delivery of the Goods shall be made to the address specified on or before the date(s) quoted on the Order. In the event of the Seller failing to make delivery by such date(s), the Buyer shall have the right to cancel this and all other Orders outstanding with the Seller.

All packaging must be labelled and clearly show the Seller's name and the number of packages in the consignment.

A packing note must be enclosed with each consignment showing the Order number, a full description and quantity of the Goods, the carrier's name and the total number of packages in the consignment.

Where the Goods are palletised for delivery, each pallet must be capable of bearing the weight stacked upon it. The Buyer shall not accept any charges for pallets, packages or containers of any description.

All Goods supplied against this Order shall be delivered free unless stated otherwise on the face of the Order, or otherwise agreed in writing between the Buyer and the Seller.

WARRANTY

The Seller warrants that all food it shall supply to the Buyer shall up to and including the final date of expiry of either the "Best Before" period or the "Use By" date as marked thereon shall comply fully with all relevant requirements of the Food Safety Act 1990, and regulations and orders made thereunder as well as with requirements of all other UK legislation governing the manufacture and supply of food.

The Seller further warrants that it has had regard to all relevant Codes of Practice issued under section 40 of the Food Safety Act 1990 and has complied with all relevant directions which have lawfully been given by the Minister or Ministers under that Section.

Without prejudice to the generality of the above, the Seller further warrants that food supplied to the Buyer by the Seller as above shall, at the time of such supply, be of the nature, substance and quality required by the Buyer, shall not be falsely described or presented and shall not have been rendered injurious to health.

The Seller further warrants that it shall have carried out in relation to food so supplied to the Buyer such checks as shall have been reasonable in the circumstances.

The Seller warrants that in relation to all Goods and Services supplied under this Order that he has observed and performed all the obligations in relation to such Goods and Services imposed upon him by the Health and Safety at Work Act 1974 or any regulation made or Codes of Practice issued under the Act or any statutory re-enactment or modification thereof for the time being in force.

The Goods shall be suitable in every way for the purpose for which they are intended and free from any defects whatsoever. Machinery in particular shall be of good construction, sound materially and of adequate strength. The Seller shall indemnify the Buyer against any claim, loss or expense arising from a breach of this condition.

PROPERTY AND RISK

Unless otherwise agreed in writing, the property and title in the Goods remains with the Seller until they are accepted by the Buyer.

NON-ASSIGNMENT

The Seller shall not be entitled to assign or sub-let the benefit or burden of the Contract or any part to any other party without the prior written consent of the Buyer.

DOCUMENTATION

All advice notes, delivery notes, invoices and other documentation relating to an Order must quote the Order number.

The Buyer shall not be liable for any delay in acceptance of the Goods, or delay in payment for the Goods and/or Services where any of the documentation does not quote the Order number.

RIGHT OF SETOFF

Where the Seller has a debt to the Buyer arising from this or any other contract, the Buyer shall have the right to offset all or part of the benefit arising to the Seller under this and other contracts as settlement of all or part of the debt outstanding to the Buyer from the Seller.

WAIVER

Failure by the Seller to exercise or enforce any rights under the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any later time or times.

NOTICES

Any notice under the Contract shall be deemed to have been duly given if sent by prepaid first class post to the party concerned and shall be deemed to have been given on receipt. All notices to the Buyer should be sent to Portion Solutions Ltd, Hortonwood 40, Telford, Shropshire TF1 7EY

PROPER LAW

This Contract shall be subject to English Law. The Buyer hereby submits to the non-exclusive jurisdiction of the English Courts for the determination any question or dispute arising under this Contract.