

1.	INTERPRETATION
1.1	In these conditions, "Buyer" means the legal person whose Order for Goods is accepted by the Seller, "Goods" means the Goods (including any instalment of the Goods) which the Seller is to supply in accordance with these conditions. "Seller" means Portion Solutions Limited "Conditions" means the Standard Terms and Conditions of Sale 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. In the absence of manifest evidence to the contrary, the Seller shall be entitled to assume that the person giving the Order is an authorised representative of the Buyer.
1.2	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.
2.	BASIS OF SALE
2.1	The Seller sells and the Buyer buys the Goods 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
2.2	No variation to these conditions shall be binding unless agreed in writing by authorised representatives of the Buyer and Seller.
3.	PRICES
3.1	Any Price List issued by the Seller does not constitute an offer. The prices payable for the Goods shall be those contained in the Seller's current Price List at the time of despatch. The Seller shall have the right at any time to withdraw any discount from its normal prices and/or to revise prices to take into account increases in costs including (without limitation) costs of any goods, materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and any variation in exchange rates.
3.2	Unless otherwise stated in writing by the Seller, all prices quoted are exclusive of Value Added Tax payable in respect of the e Goods, and the Buyer shall in addition to the price of the Goods pay all other duties, charges and taxes (if any) on the Goods.
3.3	The Seller reserves the right to alter prices without priornotice.
4.	TERMS OF PAYMENT
4.1	The Buyer shall pay the price of all Goods free of all deductions on or before the twenty-eighth day following the invoice date unless otherwise stipulated in writing.
4.2	No payments may be withheld by the Buyer for any reason nor may any counterclaim of the Buyer be set off against any payment due under the Contract without the written consent of the Seller.
4.3	If the Buyer fails to make payment in accordance with this clause then without prejudice to any other right or remedy to which the Seller may be entitled, the Seller may:
4.3.1	Cancel the Contract or suspend any further deliveries to the Buyer under this Contract or any other Contract;
4.3.2	Appropriate any payment to such Goods (or Goods supplied under any other Contract) as the Seller may think fit,
4.3.3	Require that any Goods or services sold or supplied whilst any payment is in arrears shall be paid in cash or bankers draft on or before delivery,
4.3.4	Charge the Buyer interest on the amount outstanding at the rate of 4% per annum above the base rate of The Royal Bank of Scotland plc in force from time to time and compounded daily until such time as payment is made in full.
5.	DELIVERY
5.1	Unless otherwise agreed in writing, the Seller shall determine method, date and time of delivery. The Seller shall not be obliged to make delivery outside the United Kingdom.
5.2	The Seller may deliver the Goods on GKN Chep Limited pallets, which are the property of that company. The Buyer assumes responsibility for all charges payable to GKN Chep Limited from the time of delivery of the Goods.
5.2.1	If the Seller delivers the Goods on white pallets, the Buyer is responsible for out-sorting and returning an equal number of white pallets of the same standard and condition. The Buyer shall be liable to pay a reasonable charge in respect of any white pallets not exchanged on this basis.
5.3	Where delivery is not effected by the Seller, the Buyer shall be responsible for the off-loading and the taking of delivery of the Goods.
5.4	Any dates quoted for the delivery of Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
5.5	Unless otherwise expressly agreed the Seller may effect delivery in one or more instalments. Where delivery is effected by instalments each instalment shall be treated as a separate contract.
5.6	If the Buyer fails to take delivery (other than by reason of any cause beyond the Buyer's reasonable control) then without prejudice to any other right or remedy available to the Seller, the Seller may:
5.6.1	Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or;
5.6.2	Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
6.	EXAMINATION AND CLAIMS
6.1	The Buyer must examine the Goods on Delivery to the designated premises, sign the appropriate delivery note and note any damage, shortage or loss on the same.
6.2	No claim for damage or shortage will be considered by the Seller unless so noted on the delivery note or subject to written notice sent within 24 hours after delivery to the Seller, and the carrier where relevant, unless the Buyer can show reasonable grounds why such damage or shortage was not capable of discovery within the said period.
6.2.1	Alleged damaged Goods shall be held by the Buyer without cost to the Seller awaiting the Seller's instructions and the Buyer shall allow the Seller's representative full access during normal working hours and prior to receipt of the said instructions to examine the same.
6.3	In the case of alleged damage or shortage, no deduction may be made by the Buyer against any invoice except on specific written authority with the Seller.
7.	WARRANTY
7.1	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.
7.2	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.
7.3	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 of the Seller's branded products, shall not be falsely described or presented and shall not have been rendered injurious to health.
7.4	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.
8.	TRADEMARKS AND COPYRIGHT
	The Buyer shall ensure that the Seller is authorised to reproduce by any means designs that the Buyer has provided for the execution of the Contract and shall ensure that such designs do not infringe on the rights of others.

9.	BEST BEFORE AND USE BY DATES
	The Buyer undertakes to fully comply with the Food Labelling Regulations 1996, and subsequent amendments, in all circumstances and agrees that in respect of any Goods provided by the Seller that the Buyer (i) will not sell such Goods after the expiry of the "Use By" date marked on all such Goods; and (ii) will not alter or deface in any way what-so-ever the "Best Before" date marked on such Goods. The Buyer further agrees to fully indemnify the Seller for any loss that it may suffer arising as a result of the Buyer's failure to comply with this clause 9.
10.	DISCOUNTS
	Where the Seller supplies Goods to the Buyer which are packaged in a manner intended to offer the consumer a discount or price advantage for multiple purchase and such Goods are supplied by the Seller to the Buyer at a discount to normal prices for like Goods not specially packaged, then the Buyer agrees that it will ensure that the benefit of the discount is passed on to the consumer.
11.	PROPERTY AND RISK
11.1	Where the Seller uses vehicles of his own nomination for delivery, risk shall pass to the Buyer on completion of delivery at the Buyer's nominated address. Where delivery is effected by other means, risk shall pass when Goods are delivered by the Seller to the Buyer's nominated carrier. In the event that the Buyer wrongfully fails to take delivery of the Goods risk shall pass at the time the Seller has tendered delivery of the Goods.
11.2	Notwithstanding delivery and the passing of risk in the Goods and any other provisions of these Conditions, the title in 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 all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
11.3	Until title in the Goods has passed the Buyer shall hold the Goods as Bailee and will at its own expenses keep the Goods safe in good condition and insured against customary commercial risks and shall keep them separately stored in a readily identifiable state.
11.4	Until title in the Goods has passed, the Buyer shall return the Goods to the Seller on demand and the Seller shall without prejudice to any other right be entitled to enter upon the property where the Goods are stored and repossess and remove the same. The Buyer hereby grants the Seller an irrevocable licence to enter any premises of the Buyer for the said purposes.
11.5	Prior to title passing, the Buyer shall be at liberty to sell the Goods in the ordinary course of business. The Buyer shall hold in trust to the Seller absolutely all proceeds of any such sale and the benefit of any Contract of Sale. The Buyer shall also keep the Goods separate from those of the Buyer and third parties and properly stored, insured and identified as the Seller's property.
12.	NON-ASSIGNMENT
	The Buyer 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 Seller.
13.	PACKAGING
	The Seller shall be entitled to invoice the Buyer for the cost of all pallets and other returnable packaging materials unless they are returned to the Seller in good condition carriage paid within 30 days of the date ofdelivery.
14.	DATA PROTECTION
14.1	The Seller shall be entitled to transfer information about the Buyer and their account to its financiers for the purpose of providing their services, obtaining credit insurance, making credit reference agency searches, credit assessment and analysis (including credit scoring, market, product and statistical analysis) and securitisation.
14.2	The Seller will provide details of its financiers and any credit reference agencies used by them to the Buyer on receipt of a written request.
15.	VARIATIONS
15.1	The Seller's contractual obligations are limited to supply of such stock as the Seller has available and any order accepted by the Seller is accepted subject to that condition.
15.2	The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery and the Buyer shall pay for the actual quantity delivered (a) where the quantity delivered is not more than 2% above and not less than 2% below the quantity specified in the Contract; (b) where, in respect of any pallet(s) which as a result of the Buyer's requirements contain(s) a mixture of products, the quantity delivered is not more than 5% above and not less than 5% below the quantity specified in the Contract or (c) where, in respect of any pallet(s) which as a result of the Buyer's requirements contain(s) products personalised to the buyers requirements, the quantity delivered is not more than 20% above and not less than 20% below the quantity specified in the Contract
15.3	If Goods are delivered in any quantity which is outside the variations permitted in (b) above and delivery of those Goods is accepted by the Buyer, the Buyer shall pay for the actual quantity delivered.
16.	THIRD PARTY RIGHTS
	The Buyer shall notify the Seller immediately of any claim made or action brought or threatened alleging infringement of the rights of any third party. The Seller shall have control over and shall conduct any such proceedings in such manner as it shall determine. The Buyer shall provide all such reasonable assistance in connection with such proceedings as the Seller may request. The cost of any such proceeding s shall be borne in such proportions as the parties shall determine.
17.	FORCE MAJEURE
17.1	The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of Goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control including but not limited to Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen materials or transport, or other circumstances affecting the supply of the Goods or of raw materials therefore by the Seller's normal source of supply, or the manufacture of the Goods by the Seller's normal means or the delivery of the Goods by the Seller's normal route or means of delivery.
17.2	If due to such circumstances or events the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.
18.	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.
19.	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 at its last known address, and shall be deemed to have been given on receipt. All notices to the Seller should be sent to Portion Solutions Limited, Hortonwood 40, Telford, Shropshire TF1 7EY.
20.	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 of any question or dispute arising under this Contract.

