

THE ITALIAN LARDER LTD
TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these terms and conditions the following words have the following meanings:

“the Buyer”	the person(s), firm or Seller who purchases the Goods from the Seller;
“the Seller”	The Italian Larder Ltd;
“Contract”	any contract between the Seller and the Buyer for the sale and purchase of the Goods;
“Delivery”	the place and time of delivery or deemed delivery of the Goods in accordance with clause 9 (and “Deliver” and “Delivered” shall be construed accordingly);
“Delivery Notes”	the delivery notes accompanying the Goods on Delivery;
“Goods”	any goods agreed to be supplied to the Buyer by the Seller (including any part or parts of them).

2. PAYMENTS

All payments are to be made within 30 days of the date of invoice unless otherwise specifically agreed to in writing by the Seller. Time for payment shall be of the essence. No payment shall be deemed to have been made until the Seller has received cleared funds.

3. LATE PAYMENTS

In the event of late payment, the Seller reserves the right to charge the Buyer with interest on the sum owed from the due date at the rate of 5% above the Barclays Bank PLC base rate, accruing on a daily basis until payment is made.

4. NON PAYMENT

In the event of non-payment for Goods supplied, the Seller reserves the right for itself or its representatives to enter the Buyer’s premises and recover any unsold Goods supplied by the Seller.

5. RETENTION OF TITLE

All Goods supplied remain in the absolute ownership of the Seller until it has received 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. The Seller reserves the right to collect all Goods overdue for payment from the Buyer on giving 7 days written notice to the Buyer of its intention to do so. In that event the Seller further reserves the right to seek payment from the Buyer for all additional charges incurred by the Seller in such action.

6. AVAILABILITY

All Goods are offered subject to availability. In the event of non-availability, substitutions will only be made with the prior agreement of the Buyer.

7. PRICES

Prices are subject to change without notice.

8. VAT

Value Added Tax (VAT) is charged at the rate applicable at the time of invoice.

9. DELIVERY

The Seller shall use all reasonable endeavours to meet the Buyer’s expectations with respect to Delivery, but time for

Delivery shall not be the essence of the Contract unless previously agreed by the Seller in writing. In the very unlikely event that the Seller fails to Deliver the Goods (or any instalment) for any reason other than cause beyond the Seller’s reasonable control or the Buyer’s fault, and the Seller is accordingly liable to the Buyer, the Seller’s liability shall be limited to the excess (if any) of the cost to the Buyer of similar Goods to replace those not Delivered over the price of the Goods.

10. WARRANTY

The Goods are hereby warranted to conform in all material respects with their description and to be free from material defects and to be of a satisfactory quality and to conform in every respect with the requirements of all regulations relating to food stuffs now in force in the UK. The Seller will not be liable for defects arising because the Buyer fails to follow oral or written instructions as to storage, use and maintenance of the Goods or (if there are none) good trade practice regarding the same.

11. SHORTAGES AND DAMAGES

All Goods must be examined at the time of Delivery and any shortage or damage noted on the Delivery Note. As many Goods sold by the Seller are perishable, the Buyer is taken to have intimated acceptance of the Goods on taking Delivery unless the Seller is immediately informed otherwise.

12. GOODS RETURNED

Goods may be returned to the Seller only with the prior agreement of the Seller. Orders for Goods on a sale or return basis cannot be entertained.

13. CLAIMS

Claims will not be considered unless reported to the Seller’s carrier at the time of Delivery or notified to the Seller in writing within 3 days of Delivery. If a valid claim is respect of any of the Goods is received which is based on a default in quality or condition or their failure to correspond with the order, the Seller may either (a) replace the Goods free of charge, b) at the Seller’s sole discretion, cancel its invoice or refund to the Buyer the price of those Goods, or (c) subject to the Buyer’s consent, supply the Buyer with a credit note. On completion of any one of the three options the Seller shall have no further liability to the Buyer.

14. FORCE MAJEURE

The Seller shall not be liable for the failure of any terms of any transactions governed by its terms and conditions if performance has been delayed, hindered or prevented by any circumstances whatsoever which are not directly within its control.

15. VARIATIONS

These terms and conditions form the only terms and conditions between the parties and there shall be no variation or amendment of those terms unless agreed in writing between the parties. No employee or agent of the Seller has the right to bind the Seller to any oral agreement which does not comply with these terms and conditions.