

## 1. DEFINITIONS

Buyer - the person firm or company who buys or agrees to buy the goods from the Seller.

Conditions - the terms & conditions of sale as set out below and any special terms & conditions agreed in writing by the Seller.

Contract – means any contract whether written or otherwise between the Seller and the Buyer for the supply of Goods

Goods - the goods which the Buyer agrees to buy from the Seller.

Price - the price payable by the Buyer for the Goods, excluding VAT [and any carriage, packaging and insurance costs].

Seller- means The Blue Sea Food Company Limited (registered in England & Wales with company number 4741730) of South Quay, The Harbour, Paignton, Devon. TQ4 6DT

## 2. CONDITIONS

2.1 These Conditions shall apply to any Contract to the exclusion of all other terms & conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 The Contract (including these Conditions) may not be varied except by the written agreement of the Seller.

2.5 The Contract represents the whole of the agreement between the Seller and the Buyer. These Conditions supercede any other conditions previously issued.

## 3. PRICE

3.1 The Price shall be the price quoted on the Seller's [confirmation of order/delivery note]. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

3.2 The Seller shall not be bound by any price quoted which is not in writing

3.3 Unless otherwise stated in writing the Price shall be for delivery to the Customer's premises in England & Wales. Delivery of Goods to any other place shall be at the expense of the Buyer

## 4. PAYMENT & INTEREST

4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice or within such other period as the Seller shall agree in writing.

4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.

4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

## 5. GOODS

The quantity and description of the Goods shall be as set out in the Seller's [confirmation of order/delivery note].

## 6. WARRANTIES

6.1 The Seller warrants that the Goods will at the time of delivery:-

(a) correspond to the description given by the Seller in the [confirmation of order/delivery note]; and

(b) be of satisfactory quality

6.2 Subject to clause 6.3, if :-

6.2.1 the Buyer gives notice in writing to the Seller within 24 hours after delivery that some or all of the Goods do not comply with the warranties set out in clause 6.1; and

6.2.2 the Seller is given a reasonable opportunity of examining such Goods; and

6.2.3 the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's reasonable cost,

the Seller shall, at its option, replace the defective Goods or refund the price of the defective Goods in full.

6.3 The Seller shall not be liable for Goods failing to comply with the warranties set out in clause 6.1 if:-

6.3.1 the Buyer makes any further use of such Goods after giving notice in accordance with clause 6.2; or

6.3.2 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage and handling of the Goods

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6.4 Except as provided in this clause the Seller shall have no further liability to the Buyer in respect of the Goods failure to comply with the warranties set out in clause 6.1

6.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law excluded from the Contract.

## 7. DELIVERY OF THE GOODS

7.1 Delivery of the Goods shall be made to the Buyer's address [or such other location as the parties may agree]. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be the essence of the Contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the Contract.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to:-

7.4.1 store and insure the Goods and to charge the Buyer the reasonable costs of so doing; and

7.4.2 resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the Price or charge the Buyer for any shortfall below the Price.

## 8. ACCEPTANCE OF THE GOODS

8.1 The Buyer shall be deemed to have accepted the Goods 24 hrs after delivery to the Buyer.

8.2 The Buyer shall carry out a thorough inspection of the Goods within 12 hrs of delivery and shall give written notification to the Seller within 24 hours of delivery of the Goods of any defects which a reasonable examination would have revealed.

8.3 Where the Buyer has accepted, or has been deemed to have accepted the Goods, the Buyer shall not be entitled to reject the Goods which are not in accordance with the Contract.

## 9. TITLE AND RISK

9.1 Risk shall pass on delivery of the Goods to the Buyers address.

9.2 Notwithstanding the earlier passing of risk, title of the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store and mark them so that they can at all times be identified as the property of the Seller.

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 repossess any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter the premises of or occupied by the Buyer.

9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

## 10. GENERAL

10.1 The interpretation and performance of these conditions shall be governed by English Law and any dispute arising under or in connection with these Conditions, or the sale of Goods, shall be dealt with under the jurisdiction of the English Courts

10.2 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail. 10.3 A notice or other communication shall be deemed to have been received if delivered personally, when left at the address referred to in clause 10.2, if sent by pre-paid first class post or recorded delivery at 9.00 a.m. on the 2<sup>nd</sup> business day (meaning a day other than a Saturday, Sunday or Public Holiday when banks in London are open for business), if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or if sent by fax or e-mail one business day (as defined above) after transmission.