

# MASTEROAST COFFEE COMPANY LTD

Please study these terms and conditions as the placing of an order is held to be in acceptance of them.

## INTERPRETATION

"Buyer" means the legal person or their agent whose order for goods is accepted by the seller. "Goods" means the goods which the seller is to supply subject to their conditions. "Seller/Company" means Masteroast Coffee Company Limited. "Conditions" means the terms and conditions of trading set out in this document which shall govern to the exclusion of any other terms and conditions. An 'Order' means an order given orally or in writing using an acceptable form of communication (such as telephone, letter, facsimile) and in both cases 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. Singular words include the plural and vice versa and masculine includes the feminine and vice versa. Any recommendation or advice given by the seller or its employees or agents is acted on entirely at the buyers own risk and accordingly the seller shall not be liable therefore. The sellers price list, catalogues and quotations do not constitute offers by the seller. Any typographical, written, clerical or other error or omission in any literature, quotation, price list, invoice or other document or information issued by the seller shall be subject to correction without liability on the part of the seller.

## PAYMENT TERMS

**The first three orders will be dealt with on a pro-forma basis, before credit terms are given.** Payment for goods is due before or on the time of delivery unless the seller has agreed credit terms. Overdue Invoices are liable to a surcharge of 5% per month or part of. Re-presented or returned cheques will be charged at £25.00 each time. Any costs incurred for a third party collection service, all expenses including legal fees will be charged to the buyer. The seller reserves the right to suspend delivery or further deliveries and/or cancel allowance of credit in the event of any payments not being made when it is due or if the seller at its discretion at any time considers the financial circumstances of the buyer have ceased to justify the payment terms previously agreed. Time for the payment of the price shall be of the essence. The seller does not store credit card details nor does the seller share customer details with any 3rd parties.

## PRICES

All prices shown are strictly nett and are subject to change without prior notification. All products will be invoiced at the price ruling on the day of dispatch. All prices quoted are exclusive of Value Added Tax which will be charged at the rate prevailing at the time of delivery.

## CLAIMS

Notification of non-arrival must be received within 2 days of invoice. Claims for damage must be in writing within 3 days. The buyer must examine the goods on delivery and sign a delivery note including a note on any damage or shortage. A clear signature must be given, signature endorsed unchecked, unexamined are not acceptable and will be regarded by the seller as a clear signature.

## INDEMNITY

The buyer shall indemnify the seller against all claims made against the seller in relation to the goods for which if the claims were made by the buyer against the seller the seller would have no liability. The buyer shall indemnify the seller against all loss, damage, injury, costs and expenses, (including without limitation professional fees incurred) suffered by the seller.

## BANKRUPTCY

If the buyer has a receiver appointed over any of its assets or (being an individual or firm) becomes bankrupt or compounds with its creditors or (being a company) becomes insolvent or goes into liquidation then, without prejudice to any other right or remedy available to the seller the full price for the goods shall be immediately payable. The seller shall have the right to cancel or suspend any further deliveries to the buyer and if the price for any goods is not forthwith paid the seller shall have the right to enter the buyers premises and repossess the goods.

## DELIVERY

Any dates or times are approximate and early or late delivery will not be an acceptable reason for refusing goods. The seller shall determine method, date and time of delivery. Postponement of delivery at the buyer's request or the failure on the buyer's part to accept delivery then the buyer shall be liable to pay the seller all extra expenses.

## RETURNS

The company does not operate a sales or returns policy. The return of goods will not be accepted, and the seller shall not be under any liability whatsoever for goods returned.

## TITLE

The title in any goods supplied shall remain invested in the seller until unconditional payment in full is received and cleared through the seller's bank account, but risk and liability thereon shall pass to the buyer on delivery. The buyer shall keep goods in such a manner that they shall be identifiable by the seller and the buyer shall keep goods in good condition and comprehensively insured against perils and commercial risk. The buyer may sell the goods in the normal course of its business but in a fiduciary capacity as bail of the goods and pursue all claims of goods. In the event of non payment by the buyer by the due date, the seller shall be entitled without prejudice and in addition of all other rights to enter (with or without notice) the property where the goods are and recover possession of them. The buyer hereby grants the seller an irrevocable right to enter any premises of the buyer for the said purpose.

## MATERIALS

The Company reserves the right to recover the cost of any bespoke packaging bought on behalf of the buyer in the event of cessation of trading between the seller and the buyer, any artwork or origination remains the property of the seller unless purchased by the buyer.

## CANCELLATION

After an order has been accepted by the seller, the order can only be cancelled with the sellers consent and the buyer shall be liable for any costs expended by the seller on account of the said order.

## PLEASE NOTE

These terms and conditions shall automatically take priority over the buyer's conditions of purchase regardless of their content and the buyer's act of providing an order constitutes an unqualified acceptance of the seller's terms and conditions of trading.

## DATA PROTECTION ACT

Where you provide Masteroast Coffee Company Ltd. ("the Company") with *personal data* ("data"), you understand that the data will be held securely in confidence and *processed* for the purpose of carrying out the Company's business and associated activities ("Activities"). In operating a trading account with the Company, you accept that the Company may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside the Company's business that the Company has nominated ("third parties"), and that such third parties may process the data. You understand that under the Act you have a right to know what data the Company holds on you if you apply to the Company in writing and pay the applicable fee.