

TERMS AND CONDITIONS OF SALE

Definitions in these Conditions (as defined below), the following definitions apply:

**Buyer:** the person or firm who purchases the Goods from the Seller (as defined below);

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance clause 1;

**Contract:** the contract between the Seller (as defined below) and the Buyer for the sale and purchase of the Goods (as defined below) in accordance with these Conditions;

**Goods:** the goods (or any part of them) as set out in the Order (as defined below);

**Order:** the Buyer's order for the Goods, as received and acknowledged by the Seller;

**Seller:** Hen House (Wholesale) Limited (Company number: 02478315) whose registered office is at Elliott Street, Aqueduct Street, Preston, Lancashire, PR1 7XN;

1.. Orders are accepted subject to these terms and conditions only to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practise, or course of dealing, unless an agreement, in writing, to the contrary is signed by a Director of Hen House (Wholesale) Ltd (hereafter, the Seller).

2.1.. The price quoted includes cost of delivery and insurance to the point of delivery at the Buyers premises or to public cold store unless otherwise stated.

2.2.. The Seller will use its reasonable endeavours to comply with delivery dates, but such dates are estimates only, and no guarantee is given nor shall such delivery dates be a term or condition of the Contract and time shall not be of the essence in respect thereof.

2.3.. Should the Buyer wish to make time of the essence, the Buyer shall give the Seller at least 72 hours notice.

2.4.. The Seller shall accept no liability whatsoever for the failure to meet delivery dates, and such failure shall not entitle the Buyer to repudiate or cancel the Contract.

3.1.. Prices are (unless otherwise stated) quoted net of all taxes, import duties and levies, which may from time to time be levied by any Government, Statutory Body or Local Authority, and such additions (if any) shall be charged at the rate prevailing on the date of delivery or invoice, as the case may be.

3.2.. In the event of the Seller incurring any increase in packaging, insurance or transportation costs, or any costs which are beyond its control, it reserves the right, upon giving written notice before delivery or collection of the Goods, to increase the price of the Goods which shall thereupon become payable by the Buyer in respect of any goods already ordered.

4.1.. Notwithstanding delivery or collection of any Goods, the title in the Goods shall remain in the Seller until:-

- (i) the Buyer has paid in full all sums owing by the Buyer to the Seller under any Contract; or
- (ii) the Buyer, only with the express written consent of the Seller, or as provided herein, has resold the Goods

4.2.. The Buyer may sell or use the Goods sold under the Contract in the normal course of business and the Seller consents to such sale or use, providing that the Buyer may only sell or use the Goods unless and until the Buyer:-

- (i) commits an act of bankruptcy; or
- (ii) goes into liquidation whether voluntary or compulsory; or
- (iii) makes an arrangement with the buyers creditors; or
- (iv) has a receiver appointed over the Buyer's assets; or
- (v) receives a written demand from the Seller to pay overdue sums owed to the Seller.

4.3.. The Seller may recover and dispose of any Goods in which the Seller has retained the title under this clause and may enter upon the premises where such Goods may be upon the happening of any of such events referred to above.

4.4.. The Buyer agrees to store all Goods in which title is retained by the Seller in such a way that they are readily identifiable as such.

4.5.. Notwithstanding the provisions herein, the Goods shall be at the risk of the Buyer from the time when they are delivered to the Buyers premises or to public cold store, or are available for collection by the Buyer or cease to be in the possession of the Seller, and in particular, when they are delivered into the possession or custody of a carrier, forwarding agent, warehouseman or other bailee or agent, for the purpose of transmission, whether or not such person contracts with, or is instructed by the Seller or the Buyer.

5.1.. Payment shall be made within 28 days of delivery to the Buyers premises, public cold store, or collected from the Seller, and all cold store charges shall be payable by the Buyer.

5.2 The said period of 28 days referred to in clause 5.1 shall be of the essence of any Contract.

5.3.. If the Buyer does not pay on the day when the payment is due, the Seller shall be entitled to interest from the date due until payment is made and such interest shall accrue on a daily basis at the rate of 4% above The Royal Bank of Scotland plc's base lending rate from time to time.

5.4.. The Buyer shall not be entitled to withhold payment of any amount payable under this contract to the Seller because of a disputed claim of any nature, nor shall the Buyer be entitled to set off against any amount payable under this Contract to the Seller.

5.5.. Where payment in full in respect of any consignment is not made on or before the due date, the Seller shall have the right to retain any further Goods which may be due for delivery or collection, until such time as the outstanding amounts are paid in full together with such amounts the Seller, in its absolute discretion may request on account of the prices of the Goods awaiting delivery or collection.

5.6.. Payment shall become due immediately upon the occurrence of any of the following:-

- (i) non compliance by the Buyer with any statutory demand pursuant to the Insolvency Act 1986, or any subsequent amendment thereof;
- (ii) the appointment of a Receiver of the Buyer's assets;
- (iii) the Buyer goes into liquidation whether voluntary or compulsory;
- (iv) the issue of execution of distress against the goods or the property of the Buyer;
- (v) the Buyer makes an arrangement with the Buyer's creditors.

6.1.. No claim shall be made by the Buyer against the Seller in respect of any visible faults to the Goods unless notice thereof is given to the Seller within 48 hours of delivery or collection, and such notice is then confirmed in writing within seven days of delivery to the Buyers premises.

6.2.. No claim shall be made by the Buyer against the Seller in respect of non-visible faults unless notice thereof is given in writing and sent to the Seller's premises within seven days of removal of the Goods from the Buyer's premises, or public cold store.

6.3.. In respect of both visible and non visible faults, the Seller shall be under no liability whatsoever unless the Seller has been given the opportunity to inspect the goods within seven days of receipt of notice of a fault existing. Faulty goods so replaced shall be re-delivered to the Seller on request.

6.4.. Any notice required to be given to the Seller under this clause, shall be in writing sent by recorded delivery or facsimile.

7.1.. Nothing in these Conditions shall limit or exclude the Seller's liability for death or personal injury, fraud or fraudulent misrepresentation, a breach of the terms implied by section 12 of the Sale of Goods Act 1979, or any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

7.2.. Subject to clause 7.1:

7.2 (a) the Seller shall not be liable, whether in contract, tort, (including negligence), breach or statutory duty, or otherwise for any loss of profit or indirect or consequential loss arising under or in connection with the Contract; and

7.2 (b) the Supplier's total liability to the Buyer in respect of all other losses arising under or in connection with any Contract, whether in contract, tort, (including negligence), breach of statutory duty, or otherwise, shall not exceed the value of the order.

8.. In the event of any Order being cancelled by the Buyer, the Buyer shall indemnify the Seller against all loss (including profits), costs (including labour and overheads) and all other expenses and damages incurred by the Seller in connection with the Order, and its cancellation.

9.. The Seller reserves the right on accepting Orders to deliver or provide for collection (whether in any particular weight range of the goods ordered or in the total number of goods ordered) such numbers of the Goods as shall not vary by more or less than 5% (either more or less) from the number ordered and the Buyer shall pay to the Seller for the number so delivered or collected.

10.. The Seller shall not be liable in damages or otherwise for delay or non delivery by reason of lock-outs, strikes, riots, malicious damage, labour disturbances, trade disputes, Government action, fire, floods, breakdown of machinery, disease among flocks, or any other cause whatsoever beyond he Sellers control. Delay or non-Delivery so occasioned shall within 72 hours of the happening of the event causing it, be notified by the Seller to the Buyer specifying the numbers of proportion of the goods in respect of which delay or non-delivery has arisen or will arise and the Buyer may, by notice within 72 hours, rescind the contract in respect of such number or proportion of the goods. The Buyer shall accept as such numbers or proportion of the goods as the Seller is able to deliver at the time fixed for delivery at the price quoted and/or accepted. The Seller shall be the sole judge of whether it is able to deliver any and if so what part of the goods.

11.. Where an Order is referred to as a "special deal" the Buyer will accept that such Orders are for Goods over which the Seller has limited control as to quality, description, quantity or standard of packaging and the Buyer purchases on this basis in the knowledge that their expectations as to quality, or fitness for purposes are reduced significantly.

12.. This Contract shall be governed by the Laws of England and Wales.

Hen House (Wholesale) Ltd.  
Elliott Street,  
Preston  
Lancashire  
PR1 7XN