

Shaken Oak Farm
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TERMS AND CONDITIONS OF SALE (2016)

- 1) These conditions shall form part of all orders for the supply of goods by Shaken Oak Products (thereinafter called "the Company") to any other business thereafter called "the Customer") and shall prevail over any inconsistent terms or conditions contained in or referred to in the Customer's order.
- 2) All orders are for cases (1x12 jars) or catering tubs. A minimum number of cases or tubs will apply to any order and this will depend upon the distance from Shaken Oak. The price of the goods shall be those as stated in current price lists. Discounts are available at the discretion of the Company. Prices do not include carriage. When the cost of carriage is to be added to an order it is a requirement of the Customer to clarify with the Company these charges.
- 3) **Payment. Initial orders to be paid by proforma or C.o.D. Subsequent orders may be on account subject to the relevant bank and trade references. All credit invoices are to be paid within 30 days following delivery. Failure to pay within 30 days will result in future payment by pro-forma. In line with late-payment legislation overdue accounts will be charged interest on a daily basis of the Bank of England base rate plus 8 per cent.**
- 4) The property of the goods shall not pass to the customer until the Company has received in cash or cleared funds payment in full of the price of the goods sold by the Company to the Customer for which payment is then due. The Company shall be entitled to repossess any goods sold to the Customer in respect of which payment is overdue, and thereafter to re-sell the goods without prejudice to the Company's right to recover from the Customer, the full amount of the loss occasioned to the Company by the Customer's failure to implement the contract with the Company. For this purpose the Customer hereby grants an irrevocable right and licence to the Company through its servants and agents to enter with or without vehicles on all or any premises of the Customer on which such goods may be situated.
- 5) Notice of any claim arising out of connection with the order **must** be given in writing to the Company **within seven working days** from the date when the good are collected or delivered, failing which all claims shall be waived and absolutely barred.
- 6) The Company will not be made liable for the deterioration of any of their products due to the Customer keeping the products in an unsuitable environment. This includes extremes of hot, cold and dampness.
- 7) The Company's products **must not** be re-packaged or re-labelled without prior consent of the Company.
- 8) Purchase of the Company's products denotes that the Customer has entered into a contract with the Company and acceptance by the Customer of all the above terms.
- 9) The contract between the Company and the Customer shall be governed by and interpreted in accordance with the laws of England.