

NEW CUSTOMER/CREDIT APPLICATION FORM

GENERAL CONDITIONS OF SALE

1 DEFINITIONS AND INTERPRETATION

1.1. In these Conditions:-

- 1.1.1. "Buyer" means the person who accepts a quotation of the Seller for the Sale of Goods or whose order for the goods is accepted by the Seller.
- 1.1.2. "Seller" means Janan Meat Limited (registered in England and Wales under company registration number 2706152)
- 1.1.3. "Contract" means contract for the sale and purchase of the Goods.
- 1.1.4. "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.1.5. "Goods" means the goods (including any instalment of the Goods or any parts from them) which the Seller is to supply pursuant to or in connection with the Buyer's purchase order and the Contract.
- 1.1.6. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 ACCEPTANCE AND AMENDMENT

- 2.1. These general Conditions shall (unless or except to the extent the Seller otherwise agrees in writing) apply to all tenders, offers, quotations, acceptances, agreements and deliveries relating to the sale of goods by the Seller and the Buyer shall be deemed as assent thereto.
- 2.2. No other conditions or modification of these Conditions shall be binding on the Seller if unless the Seller agrees thereto in writing and the Seller shall not be deemed to accept such other conditions nor to waive any of these conditions by failing to object to provisions contained in any purchase order or other communication from the Buyer.
- 2.3. Neither these Conditions nor any other provisions of the Contract shall be suspended, amended or waived except with the written agreement of the Seller.

3 SPECIFICATIONS

- 3.1. Any advice or recommendation given by the Seller or its employees or agents as to the Buyer or its employees or agents to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 3.2. Any typographical, clerical or other error omission in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4 ORDERS

No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), cost (including the cost of labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

5 PRICES

- 5.1. The price payable by the Buyer for each delivery of Goods shall be the price stated in the Seller's quotation.
- 5.2. Until an order has become binding on the Seller all prices are subject to change without prior notice.
- 5.3. After an order has become binding on the Seller, all prices will have VAT added at the appropriate rate.

6 PAYMENT

- 6.1. Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 6.2. The Buyer shall pay the price of the Goods within their agreed terms from the date of the Seller's invoice and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment shall be of the essence of the Contract.
- 6.3. If no specific payment terms are agreed in writing between the Buyer and the Seller the invoice will be due 7 days after the date of the Seller's invoice.
- 6.4. If the Buyer defaults in any payment the Seller reserves the right to place the outstanding account with its credit collection agency. Any costs incurred in settlement of the amount outstanding will be charged to the Buyer.
- 6.5. If the Buyer defaults in any payment the Seller may suspend work, delay or withhold delivery or cancel the Contract or suspend work, delay or withhold delivery or cancel any other contract between the Seller and the Buyer and retain any progress payments or payments on account already received under the Contract or under any other contract between the Seller and the Buyer.
- 6.6. All rights and remedies afforded to the Seller in these conditions for non-payment shall be in addition and without prejudice to all other rights and remedies available to the Seller under the Contract or at law.

7 DELIVERY

- 7.1. The Seller shall deliver the Goods to the place for delivery agreed between the Buyer and the Seller.
- 7.2. Time of delivery of the Goods is not of the essence of the Contract and any time or date specified by the Seller as the time at which or date on which the Goods will be delivered is given as an estimate only and the Seller shall not be liable for any loss, damage or expense howsoever arising from delay in delivery.
- 7.3. Where Goods are delivered in instalments, each delivery shall constitute a separate contract (in which these Conditions apply) and failure by the Seller to deliver any one or more of the instalments or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole repudiated.

8 BUYER'S OBLIGATIONS AND CLAIMS ON DELIVERY

- 8.1. The Buyer shall examine Goods carefully and notify the Seller (and any carrier for the Seller) in writing within 48 hours of the date of the Seller's delivery advice for the Goods of any error in quality or specification of Goods delivered or that they were mixed with others not included in the Contract or of any damage to Goods revealed by such examination and not caused since delivery was taken.
- 8.2. Failure to make any notification in accordance with Condition 8.1 above which examination under such Condition should have enabled the Buyer to make shall constitute a waiver by the Buyer of all claims based on or relating to facts which such examination should have revealed.

9 FAULTY GOODS AND BREACH

- 9.1. In the event of Goods in any way failing to comply with the Contract the Buyer must make notification in accordance with Condition 8.1 and make the faulty Goods available for collection by the Seller. If the Buyer disposes of the faulty Goods, they become liable for the full cost as per the essence of the Contract.

10 RISK

- 10.1. Risk of damage or loss shall pass to the Buyer:-
 - 10.1.1. In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
 - 10.1.2. In the case of Goods to be delivered otherwise than the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 10.2. Delivery to a carrier or to any person, firm or company on the Buyer's behalf shall constitute delivery to the Buyer.

11 TITLE TO GOODS

- 11.1. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in 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 due, together with any interest or other sums payable under the relevant contract in respect of the Goods and such other goods.
- 11.2. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, until that time the Buyer should be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the seller for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of intangible proceeds, properly stored, protected and insured.
- 11.3. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so, forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 11.4. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

12 INSOLVENCY OF THE BUYER

- 12.1. This condition applies if:-



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- 12.1.1. The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- 12.1.2. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or
- 12.1.3. The Buyer ceases or threatens to cease, to carry on business or;
- 12.1.4. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 12.2. If this condition applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to suspend work or withhold delivery under or cancel the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 13 NOTICES
- 13.1. Any notice given hereunder must be in writing and may be effected by any personal delivery, telex or by registered mail postage and (subject, in each case, to proof that such notice was properly addressed and dispatched) if effected by telex shall be deemed to be received on the day of sending and if effected by post shall be deemed to be received 48 hours after the date of posting.
- 14 NO ASSIGNMENT
- 14.1. The Contract shall be personal to the Buyer and shall not nor shall any rights under it be assigned by the Buyer without the written consent of the Seller.
- 15 NO WAIVER
- 15.1. No waiver by the seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16 GOVERNING LAW
- 16.1. The Contract is governed by English Law and the parties submit to exclusive jurisdiction of the English courts.
- 17 INVALIDITY
- 17.1. If any provision of the Contract (or of these Conditions) is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract (or of these Conditions) and the remainder of the provision in question shall not be affected thereby.

What we do with your information:-

1. We use your details to assess your credit rating using an approved credit insurance company
2. Once approved as a new customer your details will be added to our software to enable us to process orders and keep a record of your account
3. Your information is kept securely both electronically and physically
4. Your information will ONLY be used for the purpose of creating and recording sales information between Janan Meat Ltd and yourself
5. If you wish for your information to be deleted from our records please put this in writing



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