

MINSTER FINE FOODS LIMITED
STANDARD TERMS AND CONDITIONS

Your attention is drawn in particular to the provisions of clause 8.

1. Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.5.

Contract: the contract between us and you for the sale and purchase of the Goods in accordance with these Conditions.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Order: your order for the Goods, as set out in your purchase order form, your acceptance of our quotation, your verbal or emailed request for Goods, or overleaf, as the case may be.

Specification: any specification for the Goods provided by us.

“we”, “us”, “our”: Minster Fine Foods Limited (registered in England and Wales with company number 06167568).

“you”, “your”: the person or firm who purchases the Goods from us.

1.2 Interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **writing** or **written** excludes fax but not email.

2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by you to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of the Order is complete and accurate based on the Specification.
- 2.3 The Order will only be deemed to be accepted when we issue a written acceptance of the Order, at which point and on which date the Contract shall come into existence.
- 2.4 You waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any of your documents that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by us and any descriptions or illustrations contained in our sales documentation or on our website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 Any quotation we give for the Goods does not constitute an offer to you and is only valid for a period of 10 Business Days from its date of issue unless we withdraw it sooner.

3. Goods

- 3.1 The Goods are described in our sales documentation and website as modified by any applicable Specification.
- 3.2 We reserve the right to amend the Specification if required and we will notify you in any such event.

4. Delivery

- 4.1 We will ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, our internal reference number or your purchase order number (if provided), the type and quantity of the Goods (including the code number of the Goods, where applicable) and special storage instructions (if any).
- 4.2 We will deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after we notify you that the Goods are ready.
- 4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We are not liable for any delay in delivery of the Goods that is caused by a Force

Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.5 If we fail to deliver the Goods, our liability is limited to the costs and expenses you incur in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If you fail to take delivery of the Goods within three Business Days of us notifying you that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or our failure to comply with our obligations under the Contract in respect of the Goods:
- 4.6.1 delivery of the Goods is deemed to have been completed at 9.00 am on the third Business Day after the day on which we notified you that the Goods were ready; and
- 4.6.2 we will store the Goods until actual delivery takes place, and charge you for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which we notified you that the Goods were ready for delivery you have not taken actual delivery of them, we may resell or otherwise dispose of part or all of the Goods and charge you for any reasonable storage and selling or disposal costs and any shortfall below the price of the Goods.
- 4.8 If we deliver up to and including 10% more or less than the quantity of Goods ordered you may not reject them, but on receipt of notice from you that the wrong quantity of Goods was delivered, which must be given to us within one Business Day of such delivery, we will make a pro rata adjustment to the invoice for the Goods.
- 4.9 We may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment constitutes a separate contract. Any delay in delivery or defect in an instalment does not entitle you to cancel any other instalment.

5. Quality

- 5.1 We warrant that on delivery the Goods shall:
- 5.1.1 conform in all material respects with the Specification; and
- 5.1.2 be free from material defects in design, material and workmanship; and
- 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 5.1.4 be fit for any purpose for which we held them out.
- 5.2 You must inspect the Goods on delivery. Subject to clause 5.3, if:

- 5.2.1 you give us notice in writing within one Business Day that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.2.2 we are given a reasonable opportunity of examining such Goods; and
 - 5.2.3 you (if we ask you to do so) return such Goods to the place we nominate in our request at your cost,
- we shall, at our option, replace the defective Goods or refund the price of the defective Goods in full.
- 5.3 We will not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
 - 5.3.1 you make any further use of such Goods after giving notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of us following your requests;
 - 5.3.4 you alter such Goods without our written consent;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
 - 5.4 Except as provided in this clause 5, we have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
 - 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
 - 5.6 These Conditions shall apply to any replacement Goods we supply.

6. Title and Risk

- 6.1 The risk in the Goods shall pass to you on completion of delivery.
- 6.2 Title to the Goods shall not pass to you until the earlier of:
 - 6.2.1 we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 6.2.2 you resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 6.4.

- 6.3 Until title to the Goods has passed to you, you must:
- 6.3.1 store the Goods separately from all other goods you hold so that they remain readily identifiable as our property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 6.3.4 notify us immediately if you become subject to any of the events listed in clause 9.1.2 to clause 9.1.4; and
 - 6.3.5 give us such information as we may reasonably require from time to time relating to:
 - 6.3.5.1 the Goods; and
 - 6.3.5.2 your ongoing financial position.
- 6.4 Subject to clause 6.5, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:
- 6.4.1 you do so as principal and not as our agent; and
 - 6.4.2 title to the Goods shall pass from us to you immediately before the time at which resale by you occurs.
- 6.5 At any time before title to the Goods passes to you, we may:
- 6.5.1 by notice in writing, terminate your right under clause 6.4 to resell the Goods or use them in the ordinary course of your business; and
 - 6.5.2 require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product and if you fail to do so promptly, enter any of your premises or those of any third party where the Goods are stored to recover them.

7. Price and Payment

- 7.1 The price of the Goods is the price set out in the Order, or, if no price is quoted, the price set out in our written confirmation of the Order pursuant to clause 2.3.
- 7.2 We may, by giving you notice at any time up to three Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.2.1 any request by you to change the delivery date(s), quantities or types of Goods ordered; or

- 7.2.2 any delay caused by any of your instructions or your failure to give us adequate or accurate information or instructions.
- 7.3 The price of the Goods:
- 7.3.1 excludes amounts in respect of value added tax (**VAT**), which you are additionally liable to pay to us at the prevailing rate, subject to the receipt of a valid VAT invoice; but
- 7.3.2 includes the costs and charges of packaging, insurance and transport of the Goods.
- 7.4 We may invoice you for the Goods at any time. Invoices will be dated with the proposed delivery date. In respect of any additional charges which arise in connection with the circumstances detailed in clause 4.6 and/or clause 4.7 and/or clause 7.2, we may raise additional invoices at any time on or after such charges arise.
- 7.5 You must pay each invoice we submit:
- 7.5.1 within 28 days of the date of the invoice or in accordance with any credit terms we agree and confirm in writing to you; and
- 7.5.2 in full and in cleared funds to the bank account we nominate in writing, and time for payment is of the essence of the Contract.
- 7.6 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 9, you must pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8. Limitation of Liability**
- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in the Contract limits any liability for:
- 8.2.1 death or personal injury caused by negligence;
- 8.2.2 fraud or fraudulent misrepresentation;
- 8.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 8.2.4 any liability that legally cannot be limited.

- 8.3 Subject to clause 8.2, our total liability to you will not exceed the total price paid by you for the Goods.
- 8.4 Subject to clause 8.2, the following types of loss are wholly excluded:
- 8.4.1 loss of profits;
 - 8.4.2 loss of sales or business;
 - 8.4.3 loss of agreements or contracts;
 - 8.4.4 loss of anticipated savings;
 - 8.4.5 loss of or corruption of data or information;
 - 8.4.6 loss of or damage to goodwill; and
 - 8.4.7 indirect or consequential loss.
- 8.5 This clause 8 survives termination of the Contract.

9. Termination

- 9.1 Without limiting our other rights or remedies, we may terminate this Contract with immediate effect by giving you written notice if:
- 9.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 10 days of being notified in writing to do so;
 - 9.1.2 you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 9.1.3 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - 9.1.4 your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the Contract is in jeopardy.
- 9.2 Without limiting our other rights or remedies, we may suspend provision of the Goods under the Contract or any other contract between you and us if you become subject to any of the events listed in clause 9.1.2 to clause 9.1.4, or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.

- 9.3 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving you written notice if you fail to pay any amount due under the Contract on the due date for payment.
- 9.4 On termination of the Contract for any reason you must immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, we will submit an invoice, which is payable by you immediately on receipt.
- 9.5 Termination of the Contract, however arising, will not affect any of your or our rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract remains in full force and effect.

10. Force Majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for ten days, the party not affected may terminate the Contract by giving three days' written notice to the affected party.

11. General

11.1 Data Protection.

11.1.1 The following definitions apply in this clause 11.1:

11.1.1.1 **Controller, Processor, Personal Data, process:** as defined in the Data Protection Legislation.

11.1.1.2 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

11.1.1.3 **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 11.1.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.1.3 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the Controller and we are the Processor. We may collect, store, use or process Personal Data of your employees, including their names and email addresses, for the purposes of taking Orders, communicating with you in respect of such Orders and supplying the Goods in accordance with the Contract.
- 11.1.4 Without prejudice to the generality of clause 11.1.2, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us and/or lawful collection of the Personal Data by us for the duration and purposes of the Contract.
- 11.1.5 We will not appoint any third-party processor of Personal Data under the Contract.
- 11.2 Assignment and other dealings.**
- 11.2.1 We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of our rights or obligations under the Contract.
- 11.2.2 You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Contract without our prior written consent.
- 11.3 Confidentiality.**
- 11.3.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.
- 11.3.2 Each party may disclose the other party's confidential information:
- 11.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and

- 11.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 11.4 **Entire agreement.**
- 11.4.1 The Contract constitutes the entire agreement between the parties.
- 11.4.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 11.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.6 **Waiver.**
- 11.6.1 Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 11.6.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.8 **Notices.**
- 11.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 11.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

- 11.8.1.2 sent by email to the email addresses used in our written acceptance of the Order (or an address substituted in writing by the party to be served).
- 11.8.2 Any notice shall be deemed to have been received:
- 11.8.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 11.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 11.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 11.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.9 **Third party rights.**
- 11.9.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 11.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 11.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.