

TERMS AND CONDITIONS OF SALE

1. **Definitions**

“Seller” means *COFFEEMAN DEVON LTD, Unit 7 Allervale Bldgs, Moorpark Rd, Kingskerswell, Newton Abbot, Devon TQ12 5AZ*

“Buyer” means the Person or Company who buys or agrees to buy the goods from the Seller

“Conditions” means the terms & Conditions of Sale set out in this document and any special terms & conditions agreed in writing by the Seller.

“Ship date” means the date specified by the Seller when the goods leave the Sellers warehouse.

“Goods” means the articles which the Buyer agrees to buy from the Seller

“Price” means the price for the goods excluding VAT

2. **Conditions Applicable**

The Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms & conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions

Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Conditions

Any variation to these Conditions (including any special terms & conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. **Price & Terms of Payment**

The price shall be the price set out on the current Price List at the date of the transaction unless a special price has been agreed by the Seller in writing.

The price is exclusive of VAT which shall be due at the rate ruling at the date of the Seller’s invoice

In the case of a Buyer with a current approved credit account, payment of the Sales Invoice shall be due within 30 days of the date of the invoice unless special credit terms have been agreed by the Seller in writing in which case payments of the Sales Invoice shall be made within the terms agreed.

In all cases where no approved credit account has been set up in the name of the Buyer, the Seller shall not be bound to deliver the Goods until the Buyer has paid for them on or before the delivery by way of Cash, Card, Cheque or Bank Draft if such an arrangement is previously approved and agreed by the Seller.

Time for payment shall be of the essence.

Interest on overdue invoices shall accrue at a rate of 2% above bank base rate from time to time in force and shall be applied from the date when payment becomes due from day to day until the date of payment and shall continue to accrue at such a rate before any judgement.

If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller’s other rights, the Seller may:

Suspend or cancel deliveries of any articles due to the Buyer; and/or

Appropriate any payment made by the Buyer to each of the Goods (or goods supplied under any other Contract with the Buyer) at the sellers own discretion; and/or Suspend or cancel any credit account; and/or

Any legal costs incurred by the Seller’s representative in pursuing payment of an overdue invoice shall be charged to the Buyer without exception and the Buyer shall pay for the costs.

The Seller shall be entitled to charge the Buyer the sum of £15 plus VAT in respect of each occasion that any cheque is not met on presentation.

4. **The Goods**

4.1 The quality and description of the Goods is a stated in the Sellers Sales Notes

5. **Delivery of the Goods**

5.1 Delivery of the Goods shall be made to the Buyer’s address as specified by the Buyer. Where the Seller contracts out delivery of goods special instructions where appropriate will be given to the contracted carrier and the Goods will normally be delivered with 4 working days from the date of despatch from the Seller’s warehouse unless the Buyer requests Next Working Day Delivery which shall carry an additional charge to the Buyer and will vary in Accordance with the price prevailing at the time of the transaction but will be specified at the time of the Buyer placing the order. The Buyer shall make all arrangements necessary to take delivery of the Goods

5.2 Goods requested on Next Day Delivery, booking in or timed delivery may incur a supplement in accordance with the cost prevailing at the time of despatch.

5.3 The Seller shall not be liable for any loss or damage whatever due to failure by the contracted carrier to deliver the Goods (or any of them) promptly or at all.

6. **Acceptance of the Goods**

6.1 The Buyer shall be deemed to have accepted Goods on delivery

6.2 The Buyer shall inspect the Goods on receipt of delivery and indicate on the carrier’s Proof of Delivery any loss or damage to the Goods.

6.3 After Acceptance of the Goods, the Buyer shall not be entitled to reject goods which are not in accordance with the Contract

7. **Warranties & Liability**

7.1 The Seller warrants that the Goods will at the time despatch from the Sellers warehouse correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded unless the Buyer notifies the Seller within 24 hours of receipt of the Goods of any loss or damaged items which were noted on the carrier documents when signing.

7.2 No claims will be entertained unless notified to the Seller within 24 hours from time of delivery and the delivering driver documents completed noting ‘damages’ or ‘short (box count altered accordingly)’. If the Buyer leaves permission for goods to be left unsigned for, the Seller will accept no liability for losses or damages.

7.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach of this.

8. Retention of Property of Passing of risk

8.1 The Goods shall be at the Buyers risk as from the receipt of delivery, unless the Buyer collects the Goods from the Seller's warehouse, in which case the Goods shall be at the Buyer's risk from the moment they leave the Seller's warehouse.

8.2 In spite of the delivery being made, Title to the Goods shall not pass from the Seller until:

8.3 The Buyer shall have paid the Price plus VAT in full; and

8.4 No other sums whatever shall be due from the Buyer to the Seller

8.5 The Seller shall be entitled to recover the Price plus VAT notwithstanding that Title in Goods has not passed from the Seller

8.6 Until such time as Title in the Goods passes from the Seller, the Buyer shall upon request deliver up to the Seller such of the goods as have not ceased to be in existence or resold. If the Buyer fails to do so, the Seller may enter upon any premises owned, occupied, or controlled by the Buyer where the goods are situated and repossess the Goods. On the making of such request, the rights of the Buyer under clause 8.8 below shall cease.

8.7 Until Title in the Goods passes to the Buyer in accordance with Clause 8.2 above, the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller.

8.8 Notwithstanding that the Goods (or any of them) remain the property of the Seller; the Buyer may sell the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale shall be a sale of the Sellers property by the Buyer on the Buyers own behalf, and the Buyer shall deal as principal when making such sales. Until Title in the Goods passes from the Seller, the entire proceeds of the sale of the Goods shall be held in trust for the Seller and shall be at all material times identified as the Sellers money.

9. Construction of Contract

9.1 The Contract shall be in all respects be constructed and operated as an English Contract and in conformity with English Law.

9.2 The headings hereto shall not affect the construction hereof.

Signed for the Seller..... (Print Name)..... Dated.....

Signed for the Buyer..... (Print Name)..... Dated.....