

Hillcrest Food Limited (trading as Oak and Wood) - Terms & Conditions of Sale

For the purposes of these Terms and Conditions, the following shall apply:

'the Company' shall mean the seller, Hillcrest Food Limited
'the Customer' shall mean anybody to whom the Company provides goods, sales or service
'the Conditions' shall mean the terms and undertakings defined herein

1. **Contract:** These terms and conditions shall apply to the sale of goods by the Company to the Customer. These terms and conditions may only be modified or supplemented by a written amendment duly executed by an authorised representative of the Company, including, without limitation, the Company's sales order confirmation or Customer's detailed requirements and specifications for the Goods, which together comprise the contract between the Company and the Customer. The Contract shall supersede any terms and conditions proposed by the Customer which are inconsistent with, or, in addition to, the conditions set forth in the contract, including those in the Customer's purchase order.
2. **Deliveries:** The Company will use its best endeavours to comply with delivery dates, but such dates are estimates only and no guarantee is given nor shall such delivery dates be a condition of the contract. The Company shall accept no liability of any nature whatsoever for failure to meet delivery dates and such failure shall not entitle the Customer to repudiate or cancel the contract. When delivered during normal business hours the goods shall be accepted by the Customer and payment shall then be due.
3. **Title:** The goods supplied shall remain the sole and absolute property of the Company until the Customer has paid in full all sums owing to the Company under the contract. The Customer may sell or use the goods sold under the contract in the normal course of business and the Company consents to such sale or use providing that the Customer may only sell or use the goods unless and until the Customer:
 - a) Commits an act of Bankruptcy,
 - b) Goes into liquidation;
 - c) Makes an arrangement with its creditors;
 - d) Has a receiver appointed over its assets;
 - e) Receives a written demand from the companyThe Company may recover and dispose of any goods in which the Company has retained title under this clause upon the occurrence of any of the events referred to above. The goods shall be at the Customer's risk from the time when they are delivered to the Customer's premises or are available for collection by Customer or cease to be in the Company's possession.
4. **Payment:** Payment shall be made on or before the last day of the agreed payment terms (due date) which is stated on every invoice. Any overdue sums of money may carry interest at the prevailing rate and you may be charged collection costs. The right of the Company to charge interest under this clause shall be without prejudice to any rights that the Company may have to repossess or resell the said goods under clause 3 of the conditions. The Customer shall not be entitled to withhold payment of any amount payable under the contract to the Company because of a disputed claim of any nature nor shall the Customer be entitled to set off payment due to the Company under the contract in respect of any disputed claim. Where the payment in full in respect of any consignment is not made on or before the due date the Company shall have the right to retain any further goods which may be due for delivery until the outstanding amounts are paid in full. In the instance that the customer pays by card, Oak and Wood will ensure a written agreement with the Service Provider is in place, stating that the Service Provider will be responsible for the cardholder data that the Service Provider possesses.
5. **Claims:** It is the responsibility of the Customer or his authorised nominee to examine goods immediately upon receipt BEFORE they are processed, resold, moved or otherwise dealt with. No claims will be accepted by the Company from the Customer in respect of visible faults unless notice is given to the Company within 48 hours of delivery and confirmed in writing within 7 days of delivery. No claims will be accepted in respect of invisible faults unless notice is given to the Company in writing within 7 days. In respect of both visible and invisible faults, the Company shall be under no liability to the Customer unless, having been given the opportunity to inspect the Goods, the Company has been unable to replace any found to be defective within 10 days of receipt of notification (14 days in respect of overseas customers). The Company shall not be liable for any loss or profit or of contract and the Customer shall indemnify the Company against any such claims. All further claims for damages save in respect of death or personal injury caused by negligence are excluded. All warranties and conditions, statutory or otherwise, as to quality or the fitness of the goods for any particular purpose, whether known to the Company or not, are excluded. The Customer must insure against all liability arising from the use of the goods.

The Company shall not be held responsible for any losses or costs in any subsequent resale of the goods.
6. **Force Majeure:** The Company shall not be liable to the Customer or be in breach of contract due to any cause beyond the Company's reasonable control. The following shall be regarded as causes beyond the Company's reasonable control: i) Any Act of God, explosion, drought, flood, fire, or accident; ii) war or threat of war, sabotage, civil disturbance or requisition; (iii) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of government or local authority; (iv) import or export regulations or embargoes; (v) strikes, lock-outs or other industrial actions, trade disputes, or restraint of labour which the Company or any third party was unable to avoid; (vi) power failure or breakdown of machinery; (vii) goods found to be out of specification upon or after delivery; the Company supplies all products in good faith.
7. **Laws:** These conditions shall be governed and construed in accordance with the English language and English law and shall be deemed to have been made in England and the parties agree to submit to non-exclusive jurisdiction of the courts