

## TERMS AND CONDITIONS OF SALE

### 1. DEFINITION

In these Terms and Conditions of Sale the following applies:

- a) 'the Company' means HERMOLIS & CO LIMITED
- b) 'the Purchaser' means the person, company or business who has placed an order with the Company,

### 2. GENERAL

These Terms and Conditions apply in preference to and supersede any Terms and Conditions referred to, offered or relied upon by the Purchaser whether in negotiation or at any stage in the dealings between the Company and the Purchaser with reference to the goods to which these Terms and Conditions of Sale relate. Without prejudice to the generality of the foregoing the Company will not be bound by any standard or printed Terms furnished by the buyer in any of the documents unless the Company specifically states in writing that it intends such Terms to apply.

### 3. DESCRIPTION OF GOODS

The description of the goods has been given by the way of identification only, and the use of such description shall not constitute a sale by description.

### 4. SAMPLE

Any sample of goods supplied by the Company is supplied as a guide only and shall not constitute a contract of sale by sample. Food items ordered are subject to availability and the Company reserves the right to make any changes it feels appropriate.

### 5. PRICES

Unless otherwise agreed between the Company and the Purchaser in writing the price of Goods will be that ruling at the date of dispatch. The Company reserves the right to cancel or vary any Quotation or accepted order at any time until that particular order has been delivered.

### 6. DELIVERY

All times given for delivery of goods are approximate and whilst the Company will make all reasonable efforts to adhere to any delivery time, such times are not guaranteed and the Company will not accept liability arising from delay in delivery or shipment. Delivery charges are made separately and are not included in the food charges.

### 7. DAMAGED GOODS

All goods must be checked by the Purchaser upon delivery and any complaints of damage or shortages must be noted on the delivery note and notified to the Company in writing within two days.

### 8. POSTPONEMENT / CANCELLATION

a) Where delivery or collection is postponed, except through the default of the Company, the Purchaser shall be responsible for all costs, expenses or loss occasioned by the delay including any reasonable storage charge.

b) The Company is not obliged to accept cancellation of any order. The Company may accept such at its discretion but subject to a minimum charge of 25% of the value of the order. Where less than 72 hours notice is given, this minimum will increase to 50%.

### 9. PROPERTY

a) The property in any goods sold by the Company shall not pass to the Purchaser until the Purchaser has paid the Company in full for such goods and for any other goods previously sold by the Company to the Purchaser. This provision, shall not prevent the Purchaser from re-selling the goods in the normal course of business provided that the Purchaser shall hold the proceeds of any resale on trust for the Company until the Purchaser has paid the Company in full for such goods and for any goods previously sold by the Company to the Purchaser.

b) All china, cutlery, linen and other service items supplied are the property of the Company and are the responsibility of the Purchaser who will be required to make good any losses incurred by the Company.

### 10. PAYMENT

a) All sales are strictly payable on delivery unless agreed otherwise in writing. Any extension of credit allowed to the Purchaser may be changed or withdrawn by the Company at any time, and the Company reserves the right at its sole discretion to demand payment in full at any time after the sale has been made,

b) If in the opinion of the Company, the credit worthiness of the Purchaser shall have deteriorated prior to delivery, the company may require full or partial payment for the goods prior to delivery.

c) If any payment is overdue the Company reserves the right to cancel any contract or suspend delivery to the Purchaser and the Company may (without prejudice to any other of its rights and remedies) recover and re-sell all or any of the goods the property wherein remains vested in the Company under these Conditions and the Company may enter upon the Purchaser's premises for this purpose.

d) The Company reserves the right to charge interest at the rate of 4% per month calculated daily from the date of invoice to the date of payment and to recover from the Purchaser all legal and other costs incurred in recovering monies due on overdue accounts.

e) In addition to the foregoing provisions the Company shall be entitled to make a claim directly against the Purchaser's customer for any purchase monies unpaid to the customer in respect of goods the property wherein by virtue of the foregoing provisions remains vested in the Company provided that the Company shall return to the Purchaser any monies recovered in excess of the amount then owed by the Purchaser to the Company after costs and expenses involved in making such a claim, have been deducted.

### 11. INSOLVENCY

The Company reserves the right and the Purchaser is deemed to accept that in the event of the insolvency of the Purchaser the Company may set off any amounts owed at that time by the Company to the Purchaser against sums owed by the Purchaser to the Company.

### 12. FORCE MAJEURE

No liability will be accepted by the Company for any failure of, or delay in, performance which is wholly or partially caused by any circumstances which are not within the immediate control of the Company.