

## T.QUALITY LIMITED – TERMS AND CONDITIONS OF TRADE

### **1. Definitions:**

In these terms and conditions 1.1 “The Vendor” means T. Quality Limited. 1.2 “The Customer” means any person, firm, company or other legal entity which places an order, or buys any products from the Vendor and includes the employees, agents or sub-contractors of any such person, firm, company or other legal entity. 1.3 “Food” means any food or beverage. 1.4 “Non-Food” means any goods which are not food 1.5 “Contract” means a contract between the Vendor and the Customer for the sale and purchase of the Products. 1.6 “Products” means any Food and/or Non-Food agreed in the contract to be supplied by the Vendor to the Customer. 1.7 “Terms and Conditions” means the terms and conditions of sale. 1.8 “Statutory Interest” means statutory interest as defined in Late Payment of Commercial Debts (Interest) Act 1998 1.9 “Notes” means monetary consideration UK bank notes and UK bank coins. “Cheque” means bank cheque, bank draft, direct debit, standing order.

### **2. Terms & Conditions:**

These Terms and Conditions shall be incorporated into the Contract and shall apply in place of and prevail over any terms and conditions verbally communicated or implied by custom and practice. The Vendor reserves the right to amend or update the current Terms and Conditions. Any such changes will take effect when posted on the website.

### **3. Placing an order:**

By placing an order with the Vendor via the Vendors Telesales department the Customer is offering to contract with the Vendor on the basis of these Terms and Conditions. The parties are bound by the Contract only when the Vendor accepts to process the order or deliver the Products to the Customer whichever occurs earlier. The Contract is subject to availability of the stock. Products are subject to availability and market conditions. We may limit the quantities of goods supplied to any one customer. In the event of non-availability of any goods you order, we may offer a reasonable substitute. This may affect the price you pay. You may reject any substitute item and we will refund the amount you have been charged for that substitute. Abusive behaviour from Customers to the Vendor’s staff will not be tolerated; the Vendor reserves the right to refuse to sell to such Customers. The Customer’s last order for Telesales is 14.30pm, to be processed for the next available delivery date. Calls made to Telesales may be recorded for training purposes. Calls cost 3 pence per minute, plus your telephony company’s access charge. The Vendor reserves the right to refuse the acceptance of an order and/or to terminate any Customers trading account without explanation or notice. The Vendor can refuse entry to anyone at any time at its sole discretion. Buying and/or parking on the Vendors premises are done entirely at the risk of the Customer and any people accompanying them save for liability for personal injury or death arising from the Vendors negligence. Children are admitted to our premises on the understanding they are accompanied by an Adult and kept under strict control. Animals cannot be admitted except for Guide Dogs. SMOKING is not permitted.

**4. Minimum Order:**

The Vendor's minimum order value is £125 excluding VAT. The Vendor reserves the right not to deliver an order which is valued at less than the latest minimum order value.

**5. Deliveries:**

5.1 Deliveries of Products to the Customer shall be in accordance with Vendor's delivery schedule. 5.2 The Vendor will not always guarantee delivery in accordance to the Customers requested timing schedule. 5.3 The Vendor shall not be liable for any loss or damage whatsoever arising as a result of failure to deliver Products by a particular date or arising as a result of any causes beyond the Vendor's control. 5.4 The delivery of Products shall be made by the Vendor to such reasonably accessible premises as the Customer shall reasonably require. The Customer shall allow the Vendor reasonable access to such premises and where present at the time of delivery all goods must be signed for by the customer and the delivery note counter signed by the Vendors delivery driver. Deliveries will be made to the address specified by the Customer when the account was opened with us. We reserve the right to restrict deliveries in certain areas, and this includes the right to eliminate certain areas from our delivery schedule altogether. 5.5 Shortages should be recorded at the time of delivery in the presence of the Vendor's driver; the Customer will sign off the delivery note highlighting the shortages and counter signed by the Vendor's Driver. Where the customer is not present at delivery any shortages must be notified to the Vendor within 72 hours of the delivery. Goods subsequently returned must be in original condition and unopened packaging. 5.6 The Vendor will not tolerate any abusive behaviour by the Customer towards any of its Staff; the Vendor reserves the right to refuse to deliver to such a Customer.

**6. Risk and Ownership:**

All risks in the Products pass to the Customer on delivery. Ownership of the Products delivered to Customer shall remain with the Vendor until the Products are fully paid for.

**7. Warranties:**

The Vendor warrants that all Food Products and Non-Food products shall comply with all UK and EU legislations.

**8. Price:**

Contract Price is the invoice price, any offers are subject to availability, and the prices quoted or shown on the Vendor's literature are exclusive of VAT @ standard rate where applicable. The Vendor reserves the right to vary or alter product specification & price without prior notice. From time to time various Customer groups may be excluded from promotions, e.g. Wholesalers, Contractors.

**9. Account Terms:**

Initially all new accounts will be set as COD "Cash / Cheque on Delivery" until a trading pattern can be established; the Customer may apply to the Vendor for a Credit Account but will continue with the current COD terms pending a decision. In assessing your request for a Credit Account we may make enquiries about you, including searching your records held by organisations like Dun & Bradstreet, Experian and Equifax and credit reference agencies.

**10. Payments:**

10.1 The Customer must settle all accounts in accordance with all agreed terms, in the event of Customer account being in arrears, we reserve the right to withhold further supplies. 10.2 For dishonoured cheques, customer's terms will change to 'Notes Only' and the credit facilities will be placed on hold until cleared funds are received in full to settle the outstanding balance of the account. 10.3 For Credit Account Customer any non or late payment, will be considered as a breach of the agreed terms, could render Credit Terms null and void, further credit facilities will be put on hold, and the Vendor reserves the right to start legal proceedings to recover any outstanding amount without any prior notice and reserves the right to exchange information with Credit Agencies.

**11. Returns:**

11.1 Where goods have been incorrectly delivered and notified as such they will only be collected with an authorised collection note and will only be credited if in original condition. 11.2 Non frozen goods that are not required for any reason may only be returned with an authorised collection note and must be in original condition and packaging. 11.3 Any goods collected that are not in original condition will not be credited and will be disposed of. 11.4 Any non-stocked products/orders bought in specifically for a customer cannot be returned.