

The Cress Company Limited
Terms and Conditions of Business

- 1.1 Acceptance of any order shall be subject to the conditions set out below which override any terms stated in any order unless otherwise agreed by the Company in writing. These Terms of Business shall supersede all and any previous Terms of Business.
- 1.2 In these terms the expressions "goods" means all goods supplied and "consignment" means all the goods comprised in each separate delivery.
- 2.1 Unless otherwise stated, all prices are quoted net of Value Added Tax. All products with a * beside them are subject to VAT at the prevailing rate as at the time of the delivery.
- 2.2 All prices and case sizes are correct at the time of print, however while we will endeavour to maintain these for the duration of this catalogue, they are subject to change at any time and without notice.
- 3.1 Payment should be made in advance of, or on arrival of, the goods. Subject to the submission of satisfactory references, credit accounts may be established for approved customers. Statements showing invoices outstanding at the end of each month will be sent to all customers and such invoices shall, unless otherwise agreed (but subject in any event to 3.2 below) be payable by the last day of the next month. We reserve the right to suspend or remove a credit account at any time and without prior notice or reason.
- 3.2 Payment for all goods shall become due immediately if (whether you are a company or an individual):
- (i) Any accounts are in arrears or
 - (ii) You enter into any composition or arrangement with your creditors or
 - (iii) Any process of execution or distress is levied against you which is not paid out within 14 days from the commencement of such or you may commit any act whereon a bankruptcy or winding up petition can be founded or (if you are a company) a receiver is appointed or a liquidator is appointed save for the purposes of reconstruction or amalgamation.
- 3.3 If the buyer fails to make any payment on/by the due date then we, without prejudice to any other right or remedy available, shall be entitled to charge the buyer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month (a part month being treated as a full month for the purpose of calculating interest). All costs, including, but not limited to, legal costs incurred in recovering late payment will be passed on to the customer in full.
- 3.4 We reserve the right to withdraw credit facilities from customers who have breached our credit terms. In this case, we will require payment prior to, or at the point of delivery, for a length of time determined by us.
- 4.1 Each consignment shall remain our property until payment in full for such consignment has been received by us and we reserve the right to recover possession of any goods comprised in such consignment if the consignment is not paid for in accordance with these terms unless such goods have been sold by you in the normal course of business.
- 4.2 If payment is overdue we may (without prejudice to any of our other rights) recover or resell the goods or any of them and enter upon your premises by our servants or agents for that purpose and to recover all stock and other returnable containers which are our property.
- 5.1 Consignments shall be at your risk immediately on delivery to you. You must give notice in writing of any shortage in or of any loss or damage to the same during delivery both to our driver and by telephone to our office immediately on discovery and in any event within two days of delivery otherwise no liability for any such shortage loss or damage can be accepted. Consignments delivered via a third party courier or distribution partner must be inspected on arrival with any damage or shortages reported on the delivery note.
- 5.2 When we undertake to store or deliver goods our liability for loss or damage shall be limited to the invoiced price of such goods (inclusive of duty) and you should accordingly arrange your own insurance for the difference (if any) between the value of the goods at the date of such loss or damage and the invoiced price.
- 5.3 Liability for defective goods shall be restricted to the cost of the replacement of the same. No liability can be accepted for any consequential loss howsoever caused nor for any damage caused by misuse.
- 5.4 Buyers must take delivery of any specially ordered items obtained for them which are not part of our normal range.
- 5.5 Goods are not available on a sale or return basis. No goods shall be returned without prior agreement. Unless such agreement is obtained, no credit can be issued. A credit cannot be given for goods that are already price marked, have had packaging disturbed (or in an unreasonable condition), or have been incorrectly stored.
- 6 We shall have the exclusive right to appropriate any payments received from you in the discharge of any monies due for goods supplied to you.
7. In the event of war, invasion, act of foreign enemy, hostility, civil war, rebellion, revolution, insurrection or military or usurped power, we shall be relieved of liabilities incurred under this contract wherever and to the extent which fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statute, rules, regulations, orders or requisitions issued by any government department, council of any other duly constituted authority or from strikes, lockouts, breakdown of plant or any other causes beyond our control.