

TERMS AND CONDITIONS OF SALE

Unless Wadworth & Co Ltd ("Company") expressly accepts other terms and conditions by means of written amendment to these terms and conditions ("Contract Terms") signed by a Director of the Company, the Company shall supply goods solely on the Contract Terms to the exclusion of any other terms and conditions. Any purported variation of the Contract Terms whether by endorsement or reference to any purchase order or other documents shall have no effect.

1. PAYMENT TERMS

- a) Amounts due by tenants shall be detailed on statements issued on the 10th and the 25th of each month and shall be paid by direct debit on the following 25th and 10th respectively (or the next working day) unless otherwise agreed.
- b) Payment for goods supplied shall be received by the Company in full on or before 28th day of the month following the month of invoice or by such other date as shall be specified by the Company in writing. If payment is not made within the agreed credit period the Company may without notice cancel any discounts offered and reserves the right to charge interest on overdue accounts at the rate of 4% per annum over the base rate of Lloyds TSB Bank PLC at the date on which payment falls due and at the current rate thereafter both before and after judgement. All costs incurred in the collection of overdue amounts or in the repossession of goods will be to the account of the Customer.
- c) Payment by due date is a condition precedent to future deliveries under any contract between the Company and the Customer.

2. ACCEPTANCE AND PRICES

Acceptance of the Customer's order is subject to the availability of the goods.

Goods shall be supplied by the Company at prices ruling on the date of despatch. The Company shall use every endeavour to provide current price lists and to give the Customer notice of alterations in prices of goods made by the Company. All prices are subject to alteration without notice and the Company may at any time increase prices if there is an increase in excise or other duty tax or impost levied on relevant goods.

3. DELIVERY

Unless otherwise agreed the Company shall determine method, date and time of delivery. Any dates or times offered for delivery of goods are estimates only, and the Company shall not be liable for failure to meet such estimates or for any costs, charges or expenses incurred directly or indirectly as a consequence of such failure, and accordingly the Customer shall not be entitled to refuse to accept goods merely because of such failure.

4. TITLE AND RISK

- a) Where the delivery is effected by means of vehicles owned or hired by the Company delivery shall be completed and risk in the goods shall pass to the Customer on completion of delivery at the Customer's specified address. Where delivery is effected by other means, risk shall pass when goods are handed over to the relevant carrier. Where the Customer undertakes to collect the goods, delivery shall take place when the goods are made available for collection. Goods shall be at the Customer's risk from the time of delivery.
- b) Title to the goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for the goods and all other sums due to the Company for sales of the goods and any other products to the Customer.
- c) Provided that the goods have not been resold, and without limiting any other right or remedy, the Company may repossess goods if any sum due is outstanding or if the Company reasonably believes that any such sum will not be paid in full when it falls due for payment, and the Customer hereby grants the Company an irrevocable licence to enter any premises of the Customer or of any third party where the goods are being stored for the purpose of so doing.

5. ACKNOWLEDGEMENT OF RECEIPT

The Customer must examine goods on delivery, sign the appropriate delivery note and note any damage or loss on the same. If, exceptionally, examination on delivery is not possible the Customer shall sign the delivery note and mark the same "Unexamined."

6. COMPLAINTS/DAMAGE/SHORTAGE OR LOSS IN TRANSIT

- a) No claim for damage or shortages will be considered by the Company unless the Company receives written notice from the Customer within 3 days after delivery.
- b) Alleged damaged goods shall be held by the Customer without costs to await the Company's instructions, and the Customer shall allow the Company's representative to examine the same.
- c) Any product considered to be out of condition shall be notified by the Customer immediately according to whatever procedure the Company may from time to time specify.
- d) If goods are not received within 7 working days after invoice, the Customer shall notify non-receipt in writing to the Company immediately; otherwise claims cannot be entertained.
- e) In the case of alleged damage or shortage no deduction may be made by the Customer against any invoice except on specific written authority from the Company.

7. DISPENSE EQUIPMENT

Any equipment supplied for the dispensing and cooling of draught and packaged goods in the absence of any written indication to the contrary shall remain the property of the Company, and shall be on loan whilst the Company's goods are being sold. The Company shall have the right to withdraw the equipment should the Customer cease trading with the Company. Equipment shall only be used to dispense the Company's goods (or other goods supplied by the Company) in a manner specified by the Company's authorised representative. Access to the equipment for maintenance, fault, repair, or inspection purposes shall be provided at all reasonable times by the customer to the Company. The Customer shall be responsible for ensuring that dispensing pipes, taps and other equipment shall only be used by authorised and competent persons as specified by the Health and Safety at Work Act 1974. The Company reserves the right to charge for any equipment damaged or missing.

8. CONTAINERS

- a) All containers, canisters, cases, pallets, returnable bottles and dispense equipment supplied hereunder shall at all times remain the exclusive property of the Company. The Customer shall be responsible for loss or damage whilst the same are on his premises and shall take out adequate insurance to cover such loss or damage.
- b) A specified deposit charge shall be levied in respect of certain containers and equipment as may be notified from time to time by the Company; this will be refunded on the return of relevant containers in good condition.
- c) In respect of returnable containers for which no deposit charge is levied, the Company reserves the right to make a reasonable charge against the Customer if the same are not returned within such period as the Company may specify.
- d) The Company's canisters, bottles and containers are vessels to carry liquid and are not measures. Care is taken to see that they contain not less than their reputed quantity.
- e) Any equipment sold on deferred terms to the Customer remains in the title of the Company until paid on terms.

9. RE SALE OF GOODS

- a) The Customer undertakes to acquaint himself with the requirements of all governmental or competent bodies relating to the sale and storage of goods supplied by the Company. In particular the Customer shall offer goods for sale strictly in accordance with any instructions of the Company (whether so marked on the goods or not) regarding latest date for sale and in accordance with any regulations of competent bodies. No credit shall be given by the Company for goods returned by the Customer after the latest date for sale.
- b) Goods are supplied on condition they will only be re-sold in or from bottles or other containers with packaging and labelling exactly as supplied by the Company.
- c) The Customer shall indemnify the Company in respect of any breach of the terms of this clause and the Company shall have no responsibility for any losses or damage (whether direct, indirect or consequential) caused thereby.

10. LIABILITY

The Company's liability hereunder shall be limited to replacing defective, damaged or non-delivered goods, and the Company shall have no liability for any loss or damage (direct, indirect or consequential) caused thereby. Save as aforesaid all warranties and conditions, expressed or implied, statutory or otherwise, except the implied conditions as to title in Section 12 of the Sale of Goods Act 1979, are hereby expressly excluded.

11. FORCE MAJEURE AND TERMINATION

- a) The Company shall not be liable for the consequences of any failure to fulfil the terms of any transaction if fulfilment has been delayed, hindered or prevented by fire, accident, strike, lockout or any circumstance which is not directly within its control; nor shall any such failure entitle the customer to avoid the transaction. If by reason of any such circumstances the Company is able to fulfil only part of its total commitments, the Company shall be entitled to allocate available supplies amongst its customers at its sole discretion.
- b) If by reason of any circumstances as in Clause 11 (a) the Company is of the opinion that supply and delivery of goods is rendered impracticable the Company shall be at liberty to terminate the Contract by written notice to the Customer whereupon the Customer shall pay any sums due to the Company on goods already delivered.
- c) The Company may, following a request by the Customer, waive the obligations of the Customer to return goods by the relevant date under Clause 8 (a) where failure to meet such obligations is caused by circumstances beyond the control of the Customer.

12. "BEST BEFORE" MARKING

The Company's goods are marked with a "Best Before" date in compliance with the Food Labelling Regulations 1984. It is the Customer's strict responsibility to ensure that stocks of the Company's goods are rotated so that the oldest item is sold first. The Company will not give credit nor accept any responsibility for goods not sold by the "Best Before" date.