



Where other terms have previously been expressly agreed in writing signed by us and by you to that effect which are in force at the date of signature on the Customer Account Form, the goods shall be supplied on those terms. But otherwise the goods are sold on these Conditions and it is expressly agreed that, notwithstanding that any prior or future document may contain terms or conditions which are inconsistent with these Conditions, and notwithstanding the identity and/or number of the goods delivered may not be identical to the identity and/or number of the goods which you ordered, these Conditions shall override any inconsistent or different terms or conditions contained in any such prior or future document. And acceptance by you of delivery of any of the goods shall be conclusive evidence of your acceptance of this Clause and of these Conditions, and conclusive evidence of your waiver of any terms or conditions contained in any prior or future document before referred to.

These conditions may only be verified in writing, signed by a Director.

All goods intended for human consumption are warranted at the time of sale to comply with all existing relevant UK food legislation, but subject to aforesaid, all conditions, warranties, guarantees and liabilities attached or implied by Statute Law Common Law or otherwise are excluded.

#### **QUOTATIONS**

Any quotations or estimates which we may have given will be overridden by these Conditions.

#### **PAYMENT TERMS**

- a) Payment shall be made in full to us at the address below and within the agreed payment terms.
- b) Interest shall become due and payable at the rate of 2% above the current Lloyds Bank plc Base Rate per annum on all sums (including interest) overdue from the due date until payment is received.
- c) In the event that payment is not made by you on the due date you will be liable for all costs incurred by us in collecting the overdue amount, including, but not without prejudice to that generality all legal fees incurred by us on a solicitor/client basis.
- d) You will be responsible to us for all costs which we incur in respect of represented, dishonoured or stopped cheques.

#### **DELIVERY TERMS**

In the case of a contract involving more than one delivery:

- a) Each delivery shall be treated as a separate transaction and any failure or defect in any one delivery shall not vitiate the said contract which shall, subject to (b), continue in full force and effect as to the remaining deliveries.
- b) If payment becomes overdue on any one delivery we shall be entitled (without prejudice to our rights) to withhold further deliveries until the overdue payment (together with interest) has been received or treat the said contract as repudiated.

#### **COST VARIATION**

Prices specified are those ruling at the date hereof and are based on the cost of raw materials and other variable costs at that date. In the event of any increase in any such costs, we shall be entitled to change our prices, and if any of the said increases can be related solely to the goods the subject of our contract, they will be for your account in full.

#### **QUANTITY VARIATION**

A shortage or surplus of up to 5% in the quantity of goods delivered and charged pro rata, shall be deemed to be due execution of any order. And where a contract involves more than one delivery, all the deliveries shall for the purpose of this Condition be aggregated.

#### **COMPLAINTS**

It shall be your duty to inspect the goods upon delivery, and no claim for non-delivery, shortages, damages or incorrect-delivery will be entertained unless:

- a) It is notified to us and to the carriers (if any) in writing within 3 days of delivery, and
- b) We have been given an opportunity of inspecting the goods before removal from point of delivery, and
- c) An official condemnation certificate or official certificate of destruction is produced.

#### **DAMAGE OR LOSS**

No claim arising out of damage, loss or delay of goods in transit will be entertained unless, in addition to any other requirements hereunder, we are notified in writing in sufficient time to enable a claim to be made on the carriers.

Any other claims of whatsoever nature must be notified to us in writing within 14 days after delivery, otherwise we will in any event not be liable.



**CLAIM LIMIT**

- a) Any claim shall be limited to refunding the invoice price of or, at our option, replacement of the goods in question.
- b) Subject to (a), under no circumstances will we be liable for any consequential loss or damage or other expense suffered by you howsoever arising.

**DELIVERY**

Delivery shall be as specified overleaf.

**DESCRIPTION OR SAMPLE**

Notwithstanding any description of the goods which we may have given or any sample which we may have supplied, this sale shall not constitute a sale by description or a sale by sample.

**FORCE MAJEURE**

The performance of the contract is subject to variation by us in any respect, or cancellation by us, in the event of any matter arising which is outside our direct and reasonable control, which prevents or hinders us from performing the contract, or in the event of our being unable to procure power or materials for said performance. We shall not be liable for any loss which you may suffer as a result.

Without prejudice to the generality of the foregoing where a contract relates to the supply of goods in circumstances where future ability to supply is uncertain because of future harvest or other reasons of any kind, then and in each such case we shall endeavour to supply the goods so far as we can taking all circumstances into account (including without limitation any other contracts we have for the supply of such goods) and shall not be liable to you for any loss whatsoever suffered by you as a result of our failure to fulfil our contract in full or at all.

**RETENTION OF TITLE**

Risk in the goods shall pass to you immediately upon delivery, but property will not pass until the invoice price has been paid in full. Until property passes, you will hold the goods as bailee only for us and if you resell any of them you will be deemed to hold the proceeds of sale in trust for us. We shall be entitled to repossess any goods not paid for at any time and you hereby irrevocably permit us access to any relevant premises at any time to obtain such repossession.

**LAW**

This contract and all related dealings between us will be construed under and governed by English law and jurisdiction.

**CURRENCY FLUCTUATIONS**

In any contract which involves importing or exporting where the rate of exchange for pounds sterling alters against the relevant foreign currency, we shall have the right to recalculate the invoice price to take account of such change and to charge to you the new prices in respect of any goods delivered but not yet paid for and any goods yet to be delivered under the contract.

**IMPORT/EXPORT LAWS**

If any legal provision comes into force or is amended which affects the export or import of the goods, we shall be entitled to rescind the contract or make any alterations to or in the goods or their packaging, or to these Conditions to comply with said provision or amendment. We shall not be liable for any loss suffered by you as a result.

**PRINTED MATTER**

You will indemnify us against any loss or damage whatsoever which we may suffer arising from our printing or using in any way labels, packaging and any other printed matter where said printing or use was in accordance with your instruction or authority.

**INDEMNITY**

You will indemnify us in respect of any damage suffered or liability incurred by us whatsoever as a result of any breach by you of any of these Conditions or any negligent act of your servant or agent.

**LEGAL RIGHTS**

These Conditions are in addition and without prejudice to our other legal rights and remedies generally.



## **APPLICABLE CONDITIONS**

ADM Milling Ltd. Hyatt Place, 50-60 Broomfield Road,  
Chelmsford, Essex CM1 1SW

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### **WAIVER**

Any relaxation or waiver by us of any of these Conditions shall act merely as a waiver on that occasion and shall not affect our right to enforce all of these Conditions on other occasions.

### **CROSS CLAIMS**

We shall be entitled to set-off from time to time, including without limitation in the event of your entering into receivership or liquidation, any sums owed by you to us against any sums owed from time to time by us to you and/or any claims by you against us.

### **CREDIT REFERENCE**

We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal Directors with a credit reference agency.