



COOK'S DELIGHTS LTD

Head Office & Registration Address
Units 2, Enfield Distribution Park
East Duck Lees Lane
Enfield, EN3 7SR
Tel : 0845 0549933
Fax : 0845 0549932

SWINDON OFFICE
Unit J Chelworth Industrial
Estate
Braydon Lane
Cricklade, Nr. Swindon
SN6 6HE

General Terms and Conditions of Sales

1. Conclusion of the agreement

- 1.1. These General Terms and Conditions apply to any sales from COOK'S DELIGHTS LTD and any person who accepts a quotation of COOK'S DELIGHTS LTD for the sales of goods or whose order for the goods is accepted by COOK'S DELIGHTS LTD (herein referred to as "CUSTOMER").
- 1.2. The General Terms and Conditions apply unless otherwise stated in a separate written agreement between the parties.

2. Price of goods

- 2.1. COOK'S DELIGHTS LTD pricing quotations are subject to confirmation and reserves the right to terminate sales order.

3. Payments

- 3.1. All payments should be made within credit term and limit provided by COOK'S DELIGHTS LTD.
- 3.2. Failure to comply with the payment terms will entitle COOK'S DELIGHTS LTD to:
 - 3.2.1. Suspend any deliveries to the CUSTOMER.
 - 3.2.2. Charge an Annual Statutory Interest on the amount unpaid at the rate of eight per centum per annum above the Bank of England Base Rate until the payment is received in full (a part of a month being treated as a full month for purpose of calculating interest).
 - 3.2.3. COOK'S DELIGHTS LTD reserves the right to amend credit facilities offered or withdraw the facilities at any time.

4. Delivery

- 4.1. Deliveries are subject to CUSTOMER payment within credit term and limit unless otherwise stated in COOK'S DELIGHTS LTD invoices.
- 4.2. Deliveries will be made to the business trading address provided.
- 4.3. Time of delivery shall not be of the essence unless previously agreed by COOK'S DELIGHTS LTD in writing.

5. Risk and property

- 5.1. The risk of goods shall pass to the buyer upon delivery at the CUSTOMER's registered business trading account.
- 5.2. Notwithstanding delivery and the passing of risk in the goods, the property of the goods shall pass to the CUSTOMER when the payment for the full price of the goods and all other goods agreed to be sold has been received by COOK'S DELIGHTS LTD.

6. Defects



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- 6.1. Quantities and numbers of units stated in invoices are approximate, and a deviation of 10% or less will not be regarded as a breach of the sales agreement.
 - 6.2. If the CUSTOMER wishes certain requirements to be observed as regards the character of the consignment at the location where the CUSTOMER wishes to use or sell the consignment, the CUSTOMER will be obliged to inform COOK'S DELIGHTS LTD of such requirements.
 - 6.3. Upon delivery, the CUSTOMER must examine consignment thoroughly immediately.
 - 6.4. Any complaints must be made to COOK'S DELIGHTS LTD immediately after the defect is discovered. The complaint must reach COOK'S DELIGHTS LTD no later than 24 hours after delivery. Failure to complain in time and in the correct manner will result in the CUSTOMER forfeiting his right to remedies for breach of the sales agreement.
 - 6.5. If the consignment is defective, COOK'S DELIGHTS LTD may either make a subsequent delivery or replacement delivery within a reasonable time.
 - 6.6. The CUSTOMER is only entitled to cancel the purchase if the defect is material or due to the negligence on the part of COOK'S DELIGHTS LTD.
 - 6.7. Any returned goods must be kept in its original and resalable condition.

7. Liability

- 7.1. Commercial property damages will only be covered, provided these are due to negligence on the part of COOK'S DELIGHTS LTD.

8. General Limitations of Liability

- 8.1. COOK'S DELIGHTS LTD is not liable for any operating loss, loss of time, loss of profit or any consequential loss in connection with any delay, defect or product liability. This shall, however, not apply if COOK'S DELIGHTS LTD has acted intentionally.
- 8.2. Any claim against COOK'S DELIGHTS LTD will lapse unless put forward in writing no later than 1 week after the time of delivery.

9. Force Majeure

- 9.1. COOK'S DELIGHTS LTD is not liable for any non-performance of its obligations, provided COOK'S DELIGHTS LTD can substantiate that such non-performance is due to circumstances beyond its reasonable control, such as but not limited to, situations of war, warlike events, fires, strikes, lockouts, bans on exports or imports, embargoes, delayed or defective deliveries of materials from sub-suppliers, production standstills, shortages of energy or transport facilities.

10. Governing Law and Venue

- 10.1. Any disputes will be settled under the Laws of England.