

Conditions for Sale of Goods

August 2020

1. Definitions

- (a) "Chef Set" means Chef Set Ltd.
- (b) "the Customer" is any party entering into a contract with the Company for the supply of Goods.
- (c) "Goods" means the goods supplied by Chef Set to the Customer as described in any relevant quotation from Chef Set.
- (d) Delivery of Goods shall be deemed to take place:
 - (i) where Goods are collected by the Customer. at the moment when the goods are collected; or
 - (ii) where Goods are delivered, at the moment when the goods are loaded onto the vehicle used for such transport.
- (e) "Act of Insolvency": means:
 - (i) the Customer having any distress, execution or other insolvency process levied upon it; or
 - (ii) the Customer making, or offering to make, any arrangements or compromise with creditors, or committing any act of bankruptcy; or
 - (iii) the Customer having any petition or receiving order in bankruptcy presented or make against it.
 - (iv) the Customer having a receiver of its property or assets or any part of them appointed.
- (f) For the purpose of any term requiring notice, such notice will take effect 24 hours after dispatch by post or electronic transmission and:
 - (i) if to Chef Set, must be to a postal address, email address or facsimile number quoted by Chef Set on its quotation or specifically nominated by Chef Set for the receipt of notices;
 - (ii) if to the Customer, will be sent to the Customer's registered office or such alternative postal address, email address or facsimile number as provided by the Customer on its request for quotation or order, service on one or more of such addresses being deemed satisfactory service of a notice by Chef Set.

2. General

- (a) These Terms and Conditions apply to every contract between Chef Set and any Customer and to all further contracts between Chef Set and that Customer (until and unless Chef Set notifies that Customer of revised Terms and Conditions).
- (b) No contract arises between Chef Set and the Customer until Chef Set accepts the Customer's order and communicates such acceptance to the Customer.
- (c) No prior statements made by Chef Set or the Customer, nor any correspondence between them, are incorporated into any such contract unless separately agreed in writing by Chef Set.
- (d) No representation by or on behalf of Chef Set by an employee or agent (including but not limited to advice or recommendations as to the quality or suitability for specific purposes of Goods supplied by Chef Set) takes effect unless separately confirmed by Chef Set in writing and the Customer agrees that it does not enter into any contract in reliance on such representations unless so confirmed.
- (e) All drawings, photographs, illustrations, performance data, dimensions, weights and other technical information and particulars of the Goods to be supplied are given by Chef Set in the belief that they are as accurate as reasonably possible but the Customer acknowledges and accepts that they are not incorporated into the contract.
- (f) The Customer accepts that Chef Set shall be entitled to rely on information provided by the Customer for the purpose of discharging its obligations under the contract.
- (g) The Customer acknowledges and accepts that Chef Set may increase its prices after the contract is agreed:
 - (i) to reflect any increase in the price it is charged by its suppliers for Goods or materials; or
 - (ii) where any quotation by Chef Set was stated to be based on an assumption by Chef Set, to reflect the effect of such assumption proving incorrect.
- (h) Other than in accordance with these terms and conditions, no variation to any contract takes effect unless agreed in writing by a director of Chef Set.
- (i) Any agreed variation in the scope of work will be charged for by Chef Set at the sum agreed between the parties or, in default of such agreement on price, at Chef Set's prevailing rates.
- (j) No waiver by Chef Set of any of these Terms and Conditions or forbearance to enforce any remedy it is entitled to shall prejudice any of Chef Set's other rights and remedies or operate as a waiver of any other breach by the Customer under any contract with Chef Set.
- (k) Should any of these Term or Conditions be held to be invalid or unenforceable in whole or in part the validity and enforceability of the remaining part and of the other Terms and Conditions shall not be affected.
- (l) Chef Set may:
 - (i) subcontract the performance of any contract with the Customer in whole or part;
 - (ii) assign the benefit and burden of any contract with the Customer, subject to giving notice of such assignment to the Customer.
- (m) The Customer may not assign or sublet the benefit of any contract with Chef Set without the written consent of Chef Set.
- (n) Nothing in these terms and conditions shall confer any right upon a third party and the Customer agrees that the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded from any contract to which these terms and conditions apply.

3. Quotations and Credit

- (a) Quotations are:
 - (i) valid for 60 days from the date of quotation unless expressly stated to be otherwise or withdrawn or revised by Chef Set;
 - (ii) based upon prices, rates, terms and duties as applying at the date of quotation;
 - (iii) subject to the availability of the Goods being quoted for; and
 - (iv) subject, where the Customer requires delivery in advance of Chef Set's usual delivery time, to an increase in respect of priority delivery.
- (b) Subject to clause 3(a), Chef Set may vary its prices and charges without notice.
- (c) Prices are quoted:
 - (i) exclusive of VAT;
 - (ii) for goods sold in multiples, as the price of the multiple.
- (d) Credit will be granted at the sole discretion of Chef Set and subject to the Customer providing a fully-completed application form and to the Customer's references being taken up and reviewed. Chef Set also reserves the right to carry out credit checks with Credit Reference Agencies where appropriate before offering credit.
- (e) The provision of credit by Chef Set to the Customer is subject to the Customer's compliance with Clause 4(a) and may be withdrawn by the Company at any time and at the Company's sole discretion.
- (f) Credit accounts will be reviewed periodically and accounts that have not traded for 6 months may have credit suspended or withdrawn.
- (g) If credit is withdrawn for any reason Chef Set shall be entitled to any or all of the remedies under Clause 4(c).

4. Payment

- (a) All invoices are strictly net for payment within 30 days of date of invoice (unless agreed otherwise in writing) and time of payments shall be of the essence of the contract.
- (b) The Customer agrees that it shall not be entitled to withhold payment by reason of set-off or counterclaim in respect of any claim disputed by Chef Set.
- (c) If for any reason whatsoever payment is not made when due Chef Set shall be entitled to:
 - (i) charge interest and fees in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - (ii) cancel or suspend any contract with the Customer;
 - (iii) require the Customer to pay any other sums due to Chef Set immediately;
 - (iv) enter into the premises of the Customer and repossess and remove all of its goods that remain its property under clause 7, including such goods as have been installed but for which title has not yet passed under clause 7(b), and the Customer grants Chef Set its employees servants and agents a non-revocable licence to enter into its premises for such purpose.
- (d) The Customer agrees to indemnify Chef Set in respect of the full amount of any fees costs disbursements or expenses incurred (including court fees and the

reasonable cost of legal representation) arising from overdue payment by the Customer or any other breach by the Customer of these terms and conditions.

- (e) The Customer accepts that Chef Set's prices are not subject to discount.

5. Termination or Suspension

- (a) Without prejudice to any of its other rights Chef Set may terminate the contract or suspend further deliveries to the Customer in the event of:
 - (i) the Customer failing to make due payment in accordance with Clause 4(a) for any goods, materials or work done; or
 - (ii) any act of Insolvency relating to the Customer;
 - (iii) Chef Set receiving any information indicating that the Customer is or may become unable to pay its debts.
- (b) In the event the contract is terminated under clause 5(a) Chef Set shall be entitled to any or all of the remedies under clause 4(c).
- (c) Chef Set reserves the right to withhold performance of any of its obligations under the contract if in its sole opinion the Customer's credit status becomes unsatisfactory.
- (d) Any purported termination by the Customer will only take effect with the written agreement of Chef Set and subject to the Customer indemnifying Chef Set in full for all loss (including loss of profit), cost (including labour and materials), damages, charges and other expenses incurred by Chef Set as a result of termination.

6. Delivery and Storage

- (a) Any date or time quoted for delivery or installation is given as an estimate only and Chef Set shall:
 - (i) not be liable for any loss or damage howsoever arising by any matter beyond its reasonable control from failure to deliver on or by such stated date or at such stated time;
 - (ii) if found liable for loss or damage arising from failure to deliver on such stated date or at such stated time shall be liable only for loss limited to the excess (if any) over the price of the goods of the cost to the Customer of similar goods in the cheapest available market.
- (b) Chef Set may at its discretion deliver Goods by instalment and in any order and may vary the quantity of Goods per carton.
- (c) The Customer agrees that a 5% variation above or below the quantity ordered will be deemed to be satisfactory performance by Chef Set of its obligations under the contract and that the price charged will be varied pro rata with the quantity actually delivered.
- (d) The Customer agrees that any failure of Chef Set to make any delivery shall not entitle the Customer to cancel or suspend any subsequent or other delivery or contract.
- (e) The cost of packaging material and cases will be met by Chef Set for orders with a value of £150 (ex VAT) and over, and by the Customer for all other orders.
- (f) The cost of consignment and delivery will be met as follows:

- (i) for orders with a value of £150 (ex VAT) and over, to addresses within England Scotland or Wales, by Chef Set;
- (ii) for orders with a value of £150 (ex VAT) and over, to addresses within Northern Ireland, by Chef Set subject to an additional charge to be met by the Customer;
- (iii) for all other orders, by the Customer.

7. Passing of Risk and Retention of Title

- (a) Risk in Goods supplied passes to the Customer upon delivery as defined at Clause 1(d).
- (b) Notwithstanding the provisions of Clause 7(a) as to the passing of risk, goods or materials supplied by Chef Set shall remain its sole property until the Customer has paid in full the agreed price and all other sums due from the Customer to the Company whether under this Contract or otherwise (including any interest due). Notwithstanding such retention of title, Chef Set shall be entitled to maintain an action for the price of the goods or materials as soon as payment falls due.
- (c) The Customer acknowledges that it is in possession of such goods or materials as bailee for Chef Set until the sums due in clause 7(b) have been paid in full and shall:
 - (i) insure such goods or materials to their full market value;
 - (ii) store or otherwise identify such goods or materials as to show that they retain the property of Chef Set;
 - (iii) not mortgage, charge or otherwise encumber or dispose of the goods (save for sale in the normal course of its business) without the written permission of Chef Set; and
 - (iv) give Chef Set such information about the goods or materials as it may from time to time require.
- (d) Where the Customer sells such goods or materials in the normal course of its business it shall hold the proceeds of sale in trust for Chef Set until such time as title passes to it, and shall hold such sums in a separate bank account not to be or become overdrawn and not to be mingled with any other funds.
- (e) The Customer agrees that if Chef Set invokes its right to repossession of its goods under clause 4(c)(iv) Chef Set shall not be liable for any damage or injury reasonably done in the course of so doing to any other property owned by or in possession of the Customer to which Chef Set's goods have been attached or in which they have been incorporated.

8. Warranties and Liability

- (a) Chef Set warrants that Goods will correspond to their specifications as at the time of confirmation of order.
- (b) Chef Set will replace or give credit to the Customer for any Goods which do not comply with the warranty at clause 8(a) and which are accepted by Chef Set for replacement or credit, such acceptance being conditional upon Goods not having been altered, re-worked, or subject to misuse or authorised repair.
- (c) No claim under clause 8(a) may be made unless:
 - (i) any claim in respect of damaged or short delivery or non-compliance with specification or description is notified within 3 days of delivery;

- (ii) any claim for non-delivery is notified within 3 days of the expected date of delivery;
- (iii) Chef Set is permitted to verify the same within 7 days of notification of the claim; and
- (iv) the Customer, if Chef Set so requests, returns the Goods and any packing materials to Chef Set, securely packed and at the Customer's expense.
- (d) Notification for the purposes of Clause 8(c) is to be in writing and must provide full details of the alleged defect, including part numbers where appropriate.
- (e) In the absence of notification in accordance with Clauses 8(c) and 8(d) the Customer shall be deemed to have accepted the goods, materials or work.
- (f) Other than as set out in clause 8(a) or as expressly confirmed in writing by Chef Set:
 - (i) no warranty condition or representation express or implied as to description, quality or suitability of any Goods hereby sold is given by Chef Set or deemed to have been given or implied and (to the extent permitted by statute) any statutory or other warranty condition or representation whether express or implied is hereby excluded;
 - (ii) Chef Set accepts no liability whatsoever for any loss or damage whether consequential or direct and whether suffered by or occasioned to the Customer the employees or agents of the Customer or a third party which may arise after the delivery of the Goods.
 - (iii) If Goods supplied under the contract are supplied by a third party subject to that third party's warranty, the Customer's remedy for any defect lies against that third party rather than against Chef Set.
 - (iv) If Goods are supplied for a specific purpose of the Customer, no warranty is given by Chef Set as to fitness for such purpose irrespective of knowledge of it.
 - (v) If Goods are lost or damaged in transit then, where the cost of carriage did not form part of the cost of the contract, the Customer agrees that its remedy lies against the carrier.
- (g) Chef Set's liability to the Customer is limited to the total price paid for the Goods.
- (h) The Customer accepts (and indemnifies Chef Set from) liability for any damage or loss arising from a breach of any part of Clause 7.
- (i) Chef Set shall deliver repaired or replaced Goods at its premises or the delivery point for the original Goods.

9. Intellectual Property Rights

- (a) Unless agreed otherwise in writing by both Chef Set and the Customer:
 - (i) any design, drawing, specification or other document (in written or electronic form) prepared or produced by Chef Set shall remain the exclusive property of Chef Set; and
 - (ii) the Customer shall not disclose any design, drawing, specification or other document (in written or electronic form) prepared or produced by Chef Set to any third party.

- (b) Where the Customer provides Chef Set with any design, drawing, specification or other document for the purpose of the Company providing its services to the Customer, the Customer grants Chef Set a non-exclusive, royalty-free, worldwide, non-transferable licence to copy and modify such material for the purpose of provision of such services.
- (c) The Customer shall not use any information provided in confidence by Chef Set for any purpose other than to fulfil its obligations to Chef Set, and indemnifies Chef Set in respect of any and all loss or damage arising from a breach of this Clause.
- (d) The Customer agrees to indemnify the Company in respect of any claim for infringement of any intellectual property right arising from the design or supply of any item to a specification provided by the Customer.
- (e) The Customer agrees to notify Chef Set of any claim or notification of proposed claim arising from any asserted intellectual property right relating to the goods, and acknowledges and accepts that Chef Set may conduct and at its own discretion settle such dispute.

10. Force Majeure

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil

war, rebellion, revolution, military or usurped power, act of God, force majeure, epidemic or any other matter or occurrence beyond the control of Chef Set or the failure on the Part of the Customer to make due and timely supply of all materials and/or data and specifications as may be required and agreed as terms of the acceptance of any order by Chef Set, Chef Set shall be relieved of all liabilities incurred under the contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by the Statute Rules regulations Orders or Requisitions issued by any Government Department Council or other duty constituted authority or from strikes, lock-outs or other withdrawal of labour force, breakdown of plant or any other causes (whether or not of a like nature) beyond Chef Set's control.

11. Law and Jurisdiction

- (a) The contract is deemed to be made under and in accordance with English law.
- (b) Any dispute under the contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Signature _____

Name in capital _____

Position _____

Date _____