

Gourmet Candy Company Limited

Conditions of Sale

General Conditions

1. Definitions
 - 1.1 Buyer: means the person who buys or agrees to buy the goods from the seller.
 - 1.2 Conditions: means the terms and conditions of sale set out in the document and any special terms and conditions agreed in writing by the seller.
 - 1.3 Delivery Date: means the date specified by the Seller when the goods are to be delivered.
 - 1.4 Goods: means the articles, which the Buyer agrees to buy from the Seller.
 - 1.5 Price: means the price for the Goods excluding carriage and VAT.
 - 1.6 Seller: means The Gourmet Candy Company Limited, 1 Mallard Place, Coburg Road, Wood Green, London, N22 6TS.
2. Conditions Applicable
 - 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation or order or similar document.
 - 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant of these conditions.
 - 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
 - 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
3. The Price and Payment
 - 3.1 The Price of the Goods shall be the price stipulated in the Seller's published price list current at the date of delivery of the Goods. The Price is exclusive of VAT, which shall be due at the rate ruling on the date of VAT invoice.
 - 3.2 Payment of the Price and VAT shall be due within 30 days of the invoice. Time for payment shall be of the essence.
 - 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above Barclays Bank Plc base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
 - 3.4 All shortages must be notified within 3 days of receipt of invoice.
4. The Goods

The seller may from time to time make changes in the specifications of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
5. Warranties and Liability

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or conditions of the Goods and whether implied by statute or common law or otherwise are excluded.
6. Delivery of the Goods

Whilst the Seller will endeavour to adhere to its delivery date as advised the Seller cannot be held responsible in any way for delayed deliveries. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
7. Acceptance of the Goods
 - 7.1 The Buyer shall be deemed to have accepted Goods 24 hours after delivery to the Buyer.
 - 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
8. Title and Risk
 - 8.1 Title to the Goods
 - 8.1.1 The property in the Goods shall not pass from Seller to the Buyer until a) The Buyer shall have the price plus VAT in full and b) No other sums whatsoever shall be due from the Buyer to the Seller. Until property in the Goods passes to the Buyer on a fiduciary basis as bailee for the Seller. The Buyer shall store in the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
 - 8.1.2 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Until property in the Goods passes from the Seller to the Buyer the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all times identified as the Seller's money.
 - 8.1.3 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that the property in any of the Goods has not passed from the Seller.
 - 8.1.4 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the goods. On the making of such a request the rights of the Buyer under clause 8.2 shall cease.
 - 8.1.5 The Buyer shall not pledge or in any other way charge by way of security for any indebtedness any of the Goods, which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
 - 8.1.6 The Buyer shall insure and keep insured the Goods to the full price against 'all risks' to the reasonable satisfaction of the Seller until the date that the property in the Goods passes from the Seller. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
 - 8.2 Notwithstanding the provision of clause 8.1 risk or loss or damage to any Goods supplied by the Seller shall pass to the Customer on delivery of the Goods to the Customer.
9. Remedies to the Buyer
 - 9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
 - 9.2 The receipt of any damaged goods must be marked on the delivery note at the time of delivery.
 - 9.3 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
 - 9.4 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.
10. Remedies in Sale Contract

The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.
11. Property law of Contract

This contract is subject to the law of England and Wales.