

# WORLD FEEDS LIMITED

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. General

(a) In these conditions World Feeds Ltd is referred to as “the Company” and the individual, firm or other party with whom the Company contracts is referred to as “the Customer”.

(b) Notwithstanding anything which may be contained in any purchase order or other document of the Customer, goods and services (referred to throughout as “Goods”) are supplied subject to these conditions alone. By ordering Goods from the Company, the Customer will be deemed to have accepted that these conditions take precedence over all other, (either submitted by the Customer or implied by trade custom, practice or course of dealing) unless expressly agreed to in writing by the Company and signed by a Director.

### 2. Quotations

Any quotation or estimate given by the Company is an invitation to the Customer to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted. A quotation is valid for a period of 3 months unless otherwise agreed in writing by the Company.

### 3. Prices

(a) Prices, unless specified separately, will be those quoted in the price list ruling at the date of despatch and whilst the Company shall use reasonable endeavours to maintain prices, they remain subject to variation at the Company's sole discretion. If there is no price list available for the specific Goods ordered, the Company will notify the price to the Customer at the point of order.

(b) Errors and omissions excepted.

(c) Unless otherwise agreed by the Company in writing, all prices shall be deemed to be exclusive of VAT, which shall be payable in addition by the Customer at the rate prevailing at the tax point.

(d) Unless otherwise agreed by the Company in writing, the Company reserves the right to charge the Customer cost of transportation of the Goods to the destination requested by the Customer.

### 4. Terms of Business

(a) Purchase orders for Goods should be submitted to the Company either by telephone, fax or e-mail and the order must not be less than the minimum order quantities as specified in the Company's published price list.

(b) Unless otherwise agreed in writing, the price of the Goods shall be paid by cash, cheque or bank transfer on or before delivery.

(c) Where the Company agrees at its sole discretion to supply the Goods or services on credit, these shall be paid for not later than 21 days from the date of invoice. The Company reserves the right to close the account and demand immediate payment or withhold further supplies of the Goods or services if a Customer fails to pay within the 21 day period, without prejudice to any existing rights the Company may have in respect of any such unpaid invoice.

(d) The Company reserves the right to charge interest on unpaid invoices. The interest will run from day to day at the rate of 2% per month from the date when payment for the Goods became due, and will accrue after, as well as before any judgement. The Customer will reimburse to the Company on an indemnity basis all costs and expenses (including legal costs) incurred in the collection of any overdue payment.

(e) Any contract entered into may not be cancelled by the Customer, except with the written consent of the Company.

(f) Goods are sold to you the Customer expressly upon the basis that they shall be resold by you only through in store sales and online sales limited to offers for sale promoted on a website where the domain name is owned or controlled by you and that the marketing of the Goods and their sale is not effected through any online marketplace.

### 5. Delivery

(a) Unless otherwise specified in writing by the Company, Goods are delivered ex-works.

(b) The Company shall be responsible for providing the Goods in reasonably suitable packaging for transit under normal conditions of transport. The Company shall not be liable for damage caused thereto by third parties (including but not limited to carriers). The Company shall not be responsible for delivery of the Goods unless specified in the order confirmation form or otherwise agreed in writing between the parties.

(c) Delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect and the Company shall not be under any liability to the Customer in respect of any failure to deliver on any particular date or dates, nor shall time be of the essence of any contract.

(d) If the Customer refuses or fails to take delivery of Goods tendered in accordance with these terms the Company shall be entitled to immediate payment in full for the Goods so tendered. The Company shall be entitled to store at the risk of the Customer any Goods of which the Customer refuses or fails to take delivery and the Customer shall in addition to the purchase price pay all costs of such storage and any additional costs or carriage incurred as a result of such refusal or failure.

### 6. Title

(a) Although Goods supplied by the Company shall be at the Customers risk immediately on delivery (and the Customer must ensure that it is insured), the property of the Goods shall not pass to the Customer until full payment of the purchase price has been made.

(b) Until such payment is made, the Customer shall have possession of the Goods as bailee for the Company, and if such payment is overdue in whole or part the Company may recover or resell the Goods and the Customer hereby grants the Company an irrevocable right and licence to enter upon its premises for such purpose.

### 7. Import Licences

The Customer will be responsible for obtaining any import licences and complying with all regulations governing admission of the Goods into the country of destination, and for payment of all customs duties, port duties and other charges.

### 8. Rejection of Goods

(a) On receipt of the Goods, the Customer shall immediately inspect the Goods, and examine the contents and within 3 days of receipt, shall give written notice of any shortage or alleged defect, to the Company and supply a digital image of the same. The Customer shall permit the Company to inspect any Goods alleged to be defective or damaged and if so requested shall return the same to the Company.

(b) If the Customer fails to comply in any respect with these conditions the Goods shall be presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Customer shall be deemed to have accepted the Goods. If the Goods are found to be defective, the Customer's sole remedy is limited to making good any shortage, replacing such Goods or returning (part or all) of the contract price against return of the Goods.

(c) The Company's liability to the Customer whether for any breach of the contract or otherwise shall not in any event exceed the contract price and the Company shall be under no liability for any loss of profit, income, business, revenue or goodwill or any consequential loss or liability to third parties incurred by the Customer.

### 9. Force Majeure

(a) For the purposes of these terms, Force Majeure event means an event beyond the reasonable control of the Company, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) Should delivery of any of the Goods be prevented or delayed by happenings or occurrences directly or indirectly due to a Force Majeure event or any circumstances whatsoever beyond the control of the Company, the Company reserves the right to cancel or suspend deliveries without any liability whatsoever and howsoever caused to the Customer.

(c) The Company reserves the right to make changes in the specification of Goods which are required to conform to any applicable safety or other statutory regulations.

### 10. Termination

The Company reserves the right to cease supply of Goods if the Customer defaults on any of its commitments or pursues commercial activities, which in the Company's opinion damages their reputation or market standing.

### 11. Jurisdiction

These conditions and all other express terms of the contract shall be governed by and construed in accordance with the laws of England.

**World Feeds Ltd**

**3B Coulman Street Ind Est**

**Thorne**

**DN8 5JS**

**UK**

**Company Registration No: 09538052**

**VAT Registration No: 211476142**

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