

GENERAL TERMS AND CONDITIONS OF SALE

- 1 The placing of an order for products distributed by Foodhouse Distribution Ltd implies acceptance of our General Terms and Conditions of Sale. **These conditions supersede any clause in the customer's documents or correspondence that may differ from or contradict these conditions.**
- 2 All goods are supplied cash on delivery unless credit facilities have been agreed. Accounts are due for payment 14 days after the date of invoice. Any default in payment may result in the closure of the account and/or legal action being taken without notice.
All items offered are subject to availability.
- 3 The right is reserved to alter prices, products and packaging without notice. Goods are sold either by unit or by weight and invoiced accordingly. All goods must be thoroughly checked on arrival and a clear signature given; the name should also be printed. Any shortage or breakage must be specified on the receiving note. Claims regarding the quality or conditions of the goods shall not be accepted unless made within 24 hours of delivery, verbally, followed by written notification. All such goods must be returned to us or made available for inspection.
- 4 All goods listed are warranted by us to comply with the Food Safety Act 1990 and with all relevant United Kingdom food regulations, which are from time to time in force.
- 5 Please ensure that fresh and frozen products are stored at correct temperatures to maintain optimum conditions in order to maximise shelf life. The natural weight loss of products is borne by the consignee.
- 6 **Pitted olives cannot be guaranteed 100% stone free, nor can we guarantee that any of our products do not contain traces of nuts.**
- 7 All merchandise delivered remains the property of Foodhouse Distribution Ltd until full payment has been received.
- 8 Please note that the majority of our products are VAT zero-rated.
- 9 Foodhouse Distribution Ltd reserves the right to make deliveries by instalments and to render a separate invoice in respect of each such instalment. If Foodhouse exercises this right in accordance with the above, then any delay in the provision of such deliveries, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery of any other instalment or to withhold payment in respect of any instalment previously delivered.

Data Protection Act 1998

- 1 We may transfer information about you to our financiers, who:
 - (a) may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;
 - (b) from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;
 - (c) may give information about you and your indebtedness to the following:
 - (i) our insurers for underwriting and claims purposes;
 - (ii) any guarantor or indemnifier of your or our obligations to enable them to assess such obligations;
 - (iii) their bankers or any advisers acting on their behalf;
 - (iv) any business to whom your indebtedness or our arrangements with our financiers may be transferred – to facilitate such transfer;
 - (d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes;
 - (e) in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.
- 2 We will provide you with details of our financiers on request, including a contact phone number if you wish to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply in writing. However a fee will be payable.