



GENERAL CONDITIONS OF SALE

1. Preliminary

Master Fresh (UK) Ltd ("the Company") and the person, firm or company ("the Customer") with whom the sale and purchase of any goods is agreed ("the Goods") in any contract ("the Contract") to be supplied to the Customer by the Company shall be subject to and upon these Conditions.

2. Entire Agreement

These Conditions and the documents referred to in them constitute the entire agreement between the Company and the Customer and supersedes any previous agreement between them, including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document.

3. Limits of the Contract

Each order by the Customer is accepted by the Company on the basis that these Conditions shall apply to the Contract between them for the supply of the Goods detailed in the order.

4. Delivery and Risk

4.1. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. The Company shall endeavor to keep to any stated dispatch or delivery date, and shall use its own drivers or make other such arrangements as the Company sees fit for the delivery of the Goods to the Customer.

4.2. If any order for Goods is to be delivered by several installments, each such installment shall be treated as a separate and identifiable contract, and shall be invoiced and paid in accordance with the provisions of the Contract. The Company shall be entitled to suspend or cancel delivery whilst payment is overdue in respect of any previous installment or under any other contract with the Customer, without prejudice to the exercise of any other rights hereunder or under any other such contract.

4.3. All risks, whether insurable or otherwise, relating to the Goods shall pass to the Customer upon the Goods being left at the Customers premises irrespective of whether or not the costs of transportation of the Goods is payable by the Customer.

4.4. If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time

because of a lack of instructions from the Customer, the risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence) and the Goods shall be deemed to have been delivered.

4.5. The Company shall not be liable to the Customer for any:

4.5.1 pure economic loss;

4.5.2 loss of profits;

4.5.3 loss of business;

4.5.4 depletion of goodwill;

4.5.5 costs;

4.5.6 damages;

4.5.7 expenses; or

4.5.8 business opportunity, or any direct, indirect or consequential loss or damage caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 2 days.

5. Price

5.1. Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery. The Company reserves the right to alter its price as well as the specifications, types or quality of the Goods at any time.

5.2. The price for the Goods shall be exclusive of any value added tax.

6. Payment

6.1. Payment of the price for the Goods is due within 30 days of the date of the invoice together with VAT where applicable at the appropriate rate i.e. all invoices for the month of January are due for payment (cleared funds into our account) by 15 February.

6.2. The Company reserves the right at any time in its absolute discretion to revoke or vary any credit extended to the Customer.

6.3. The Company reserves the right to charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended or modified, and in force from time to time, on any sums outstanding after the due date for payment. Interest will be charged at a compounded rate of 15% per month.

6.4. The Company charges admin fee of £25 for issue any overdue statement and £100 if a visit is required in Customer premises in UK.

7. Set-Off

The Company shall be entitled at any time whatsoever, without notice to the Customer, to set-off any amounts due on any accounts whatsoever owed to the Company by the Customer against any amounts due on any accounts whatsoever owed to the Customer by the Company.

8. Defective Goods

8.1. The Company warrants that upon delivery the Goods are free from defects, but gives no warranty whatsoever, nor shall such a warranty be implied, that the Goods are suitable in size, shape, quality, and capacity or otherwise for the purpose for which the Goods are bought. The Customer should inspect the Goods as soon as possible after they are delivered and take care to protect them from deterioration whilst awaiting use.

8.2. The foregoing warranty does not extend to any Goods which have been accidentally damaged or which have been neglected or used in any way so as to adversely affect their quality or use under normal conditions.

8.3. Notwithstanding that samples of the Goods have been exhibited to and inspected by the Customer it is hereby agreed and declared that such samples were so exhibited and inspected solely to enable the Customer to judge the quality of the bulk and not so as to constitute a sale by sample under this Contract.

8.4. The Company shall, at its discretion, either replace defective Goods or give credit for such Goods in a sum not exceeding their invoice value should they prove defective upon delivery, provided that the Customer notifies the Company of any claim immediately following its inspection of the Goods, and returns the defective Goods to the Company for inspection within 12 hours of delivery. Such notification must also be confirmed in writing and received by the Company, by email, within 12 hours of delivery. In the absence of such confirmation the Goods shall be deemed to have been accepted. A complaint in respect of alleged defective Goods shall not be grounds for withholding payment by the Customer of the Customer's account and shall not give any right of set off against payment due from the Customer to the Company.

8.5. The Customer must preserve whatever rights of action it may have against third parties in respect of such loss, defects or damages to the Goods.

8.6. In the event of there being any dispute as to whether or not the Goods are defective at the time of delivery the Company shall be entitled to apply such tests as may be necessary but the Company shall not be responsible for any loss occurring or for any damage to the Goods occasioned by such tests.

9. Limitation of Liability

9.1. No provision of these Conditions shall operate or be construed to operate so as to exclude or restrict the Company's liability other than to the extent permitted under the provisions of any UK legislation in force from time to time.

9.2. The Company accepts no liability for any costs, expenses, loss or damage, including any loss (including consequential loss) or damage whether direct or indirect save as provided in these Conditions, and provided that nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the Company's negligence or affect the statutory rights of any person dealing as a consumer.

9.3. Save as otherwise required by UK legislation, the Company's total liability for any loss, damages, costs or expenses shall not exceed an amount equal to the invoice value for the Goods.

10. Suspension or Termination on Breach

The Company reserves the right to suspend, delay or terminate any contract or to require payment in advance if the Customer is in breach of any of its obligations to the Company, if the Customer suffers execution or distress to be levied upon any of its property, or if (being an individual) the Customer become bankrupt or make any arrangement with its creditors, or (being a company) enter into liquidation (whether compulsory or voluntary), or shall have a receiver or administrative receiver appointed of all or any of its assets. Upon occurrence of any of the above events the Company shall (in addition to its right to recover from the Customer all sums due to the Company) have the right to recover or deduct or set off the amount of any loss, damage or expense incurred by the Company by reason of the Customers breach and (in the case of termination of any contract) the right to recover any goods supplied and to retain or sell them. The Company also shall be entitled to withhold any monies that are owed to the Customer by the Company as contra payment of any of the above breaches.

11. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 2 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

12. Notices

Any notice to be served on the Company shall not be validly served unless it is sent by prepaid registered post to the Company's sales manager at the address specified on the fact of the invoice.

13. General

13.1. These Conditions shall apply to any contract between the Company and the Customer for the supply of the goods detailed herein, excluding all other terms and conditions, including any terms and conditions which you may purport to apply.

13.2. No failure to exercise or delay in exercising any right, power or remedy under these Conditions will operate as a waiver of that right, power or remedy. Any waiver of a breach of any terms of these Conditions does not constitute a waiver of any other breach and shall not affect the other terms of these Conditions.

13.3. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.4. The laws of England shall govern the validity, construction and performance of this contract and you agree to submit to the non-exclusive jurisdiction of the English Court.