



www.ParadiseSeafood.co.uk

Paradise Seafood Limited
(Herein known as the company)

All orders received by the company are subject to the following terms and condition and on the strict understanding that these conditions will supersede all previous Terms of Trading of the company will prevail; in the case of any difference between these conditions and those of the "the customer"

ORDERS

An order received by the company or its representative is deemed to be "offer to purchase" by the customer subject to Terms and Conditions herein contained which shall be deemed to be accepted by the company upon delivery of the goods.

PRICES

The prices quoted by our representative are subject to stock availability and whilst every endeavour will be made to supply at quoted prices, the company reserves the right to revise prices at any time prior to delivery upon giving notice to the customer to that effect.

TERMS OF PAYMENT

Payments shall be made either:-

- 1) AGAINST INVOICE: - Settlement in full within 28 days of date of invoice.
- 2) AGAINST MONTHLY STATEMENT: - Payment to be received by the 14th of the month immediately following the month to which the statement relates.

The company reserves the right to revise these payment terms upon written notice to the customer.

RETENTION OF TITLE

- a) The property in any goods supplied by the company to the customers shall remain with the company until the goods are paid for.
- b) Furthermore, the property in any such goods will continue to remain with the company until customer has paid to the company all sums due to the company on any other account whatsoever, provided always:-

The Customer may unless and until he received notice from the Company to the contrary sell such goods, but only in the ordinary course of the customer's business and only in an arm's length bona fide transaction at full market value or at a proper trade discount. Save as aforesaid the customer shall not sell charge or otherwise dispose of any goods belonging to the Company or of any interest in such goods and unless and until such goods are sold as aforesaid by the customer, the company may at any time require the customer to deliver up the goods to the company.

I/We hereby acknowledge receipt of a copy of your standard terms and conditions of sale which I/We read and which I/We accept shall apply to every sale contract entered into between us. In Particular, I/We have noted and accept all the conditions relating to the granting of credit, terms of payment and retention of title and property in all goods supplied until all monies outstanding under any sale contract have been received by us by way of cleared funds

Goods are sold on the basis that they are for consumption in the UK. It is the Customer's responsibility to ensure that the correct documentation is completed and if any duty and levy charges are raised by Customs and Excise and the Intervention Board of Agriculture Produce, they are paid by the Customer before Exportation. We reserve the right to recover any charges from the Customer if they are not paid. Any refund or VAT can only be paid on production of a certificate of Shipment.

RISK

All risks in relation to the goods will pass to the Customer upon delivery to the Customer.

DELIVERY

Delivery shall be deemed to be effected when the goods have been delivered to the address agreed between the Customer and the Company, or collected by or on behalf of the Customer. The Company will endeavour to deliver the goods without delay, but shall not be liable for late delivery however caused nor shall such failure to deliver be deemed to be in breach of any contract. If for any reason the Customer refuses delivery then without prejudice to any other rights the Company reserves the right to cancel the order.

RETURNS

No returns of goods supplied will be accepted without the Company's prior consent.

LIABILITY FOR LOSS OR DAMAGE

The Company does not accept liability for damage or partial loss of goods:-

- (A) Where a clean receipt or any "unexamined" receipt is given to the carriers, OR
- (B) Unless written notice is given to the carriers and to the Company within 3 days of delivery.

Containers/cartons which shows any sign of tampering, damage or shortage, must be signed for accordingly and the Company notified within 3 days of date of invoice or advice note.

In the event of non-arrival of the goods or if the Customer learns that the goods are lost or destroyed in transit, it is essential that the customer notifies the Company within 7 days of invoice or advice note.

All goods included in this invoice are hereby guaranteed to be of the nature, substance and quality described, and to conform in every respect with the requirements of the food and drugs acts and of all the regulations relating to foodstuffs now in force, except all goods delivered as imported in bulk or pre-packed in foreign country is not guaranteed as stated above for quality.

RETURNED CHEQUES

If for any reason any cheque is returned by our bank, a fee of £30.00 will be charged for administration.

INTEREST

The Company shall be entitled to charge interest at the rate of 24% per annum on any invoice or upon the balance of any invoice outstanding for a period in excess of any agreed period mentioned on the invoice