

THESE TERMS AND CONDITIONS APPLY TO CONTRACTS FOR THE SALE OF GOODS TO US FROM OUR SUPPLIERS. In these Terms and Conditions, 'we' and 'us' refers to Oakley Farms and 'you' and 'your' refers to you as the Supplier of Produce to Oakley Farms.

1 Definitions

In this Agreement, unless otherwise provided:

Business Day means a day other than Saturday, Sunday and public holidays;

Order means an order made by us, on the terms of this Agreement, for the Produce set out in the Order;

Produce means the Produce or other deliverables set out in the Order and to be supplied by you to us;

Writing includes fax and email.

Unless the context otherwise requires:

1.1.1 each gender includes the others

1.1.2 the singular includes the plural and vice versa

1.1.3 references to this Agreement include its Schedule

1.1.4 references to persons include individuals, unincorporated bodies, government entities, companies and corporations

1.1.5 clause headings do not affect their interpretation

1.1.6 general words are not limited by example, and

1.1.7 references to legislation include any modification or re-enactment thereof.

1 Terms

An Order will be deemed to be an offer to purchase Produce on the terms of this Agreement.

Marketing and other descriptive matter relating to Produce forms part of this Agreement. We will be entitled to rely on representations and statements by you which are not set out in this Agreement or the Order.

This Agreement alone will apply to the sale of the Produce by you to us. All other terms, including any:

1.1.8 which you seek to incorporate, or

1.1.9 implied by course of dealing or by custom or practice, will not apply.

2 Price and payment

The price for the Produce will be as set out in the Order. The price:

1.1.10 includes packaging and delivery and any applicable import/export duty and other costs;

1.1.11 does not include Value Added Tax.

You will invoice us for Produce, not before one week after completion of delivery of the Produce to us.

We will pay all invoices in cleared funds within 60 days of receipt of your invoice to your nominated bank account notified to us. Time for payment is not of essence of the contract.

3 Title and risk

Risk and Title in the Produce will pass to us on completion of delivery to us under clause 5.1 subject to the Produce passing our quality control inspection(s) and being accepted by our customers as being of satisfactory quality (both of which may be carried out later than physical delivery or collection of the Produce). If such Produce (or any part thereof) do not pass such inspection or acceptance by our customers and we notify you of such in Writing and in such case the Produce (or any part thereof as specified by us) will remain your property and your risk and you will arrange for the Produce (or any part thereof as specified by us) to be returned to you at your expense and you will be responsible for any costs arising from the failure of the Produce to pass such inspection and or any of the Produce failing to be accepted by our customers as being of satisfactory quality (including but not limited to costs of storage of the Produce).

We reserve the right to take title of any Produce delivered to us and to require you at your expense to collect all and any Produce that do not pass our quality control inspection(s) and or are not accepted by our customers as being of satisfactory quality.

4.3 You shall indemnify and keep us indemnified in respect of all and any costs or expenses we may suffer or incur as a result of Produce failing to be of satisfactory quality and or pass our quality control inspection(s) and or failing to be accepted by our customers as being of satisfactory quality (including but not limited to the cost and expense of returning Produce to you and storage of Produce).

4 Delivery

The Produce will be delivered by you to our premises (unless agreed by us in Writing) on the date/s specified in the Order or as otherwise agreed in Writing. Time of delivery is of the essence of the contract. Delivery dates are binding.

You will inform us when the Produce has been consigned for delivery to us.

You will indemnify and keep us indemnified in respect of any costs charges expenses losses or liabilities whatsoever we incur as a result of any delay in or failure of delivery caused by your failure to deliver the Produce by agreed date for delivery.

If we fail to take delivery of any Produce you may not resell or otherwise dispose of such Produce if we have paid any sums whatsoever to you in respect of the Produce. We will not be responsible for any costs or charges of storage or resale resulting from us not taking delivery of the Produce.

5.7 If delivery is delayed by any cause attributable to you then we (without prejudice to our other rights):

5.7.1 may suspend or cancel the order and or the contract

5.7.2 will not be liable for any costs or losses whatsoever sustained by you as a result of such suspension or cancellation

5.7.3 may charge you (and you will pay in accordance with this Agreement) costs or losses incurred by us arising from your default.

5 Quality

You warrant that the Produce will:

1.1.12 conform in all material respects to their description and to any applicable specification and representations made by your or your agents or employees

1.1.13 be free from material defects (including but not limited to being free from pests and disease)

1.1.14 be of satisfactory quality

1.1.15 be fit for purpose (including but not limited being fit for human consumption)

1.1.16 without prejudice to the generality of the foregoing conform in all respects with UK, EU and DEFRA regulations, directives and guidance in respect of fresh and chilled food and fresh produce (including but not limited to in relation to quality, grading, packaging, pesticide application and residues, and chemical application including but not limited to fertilisers).

We reserve the right to reject the Produce (or any part thereof) that does not conform with clause 6.1. You will at our option replace or refund the price of Produce (or any part thereof) which fails to conform with clause 6.1, provided that:

1.1.17 we inform you in writing within 30 days of Delivery that some or all Produce do not comply with clause 6.1; and

1.1.18 we give you (or an agent appointed by you if you are not able to attend within 5 working days) a reasonable opportunity to examine the defective Produce.

This Agreement will apply to any Produce supplied as replacement under clause 6.2.

6.4 If any of the Produce fails to comply with Clause 6.1 then you will arrange for the Produce (or such part as we reject) to be collected by you at your expense. You shall indemnify and keep us indemnified against all and any claims, costs, expenses we suffer or incur as a result of the failure of the Produce (or any part thereof) to conform to clause 6.1 (including but not limited to the cost of sourcing replacement goods/Produce and any claims made against us by our customers relating to such Produce).

6.5 If the Produce (or any part thereof) fails to conform to clause 6.1 then:

6.5.1 we may suspend or cancel the order and or the contract or any part thereof;

6.5.2 we will not be liable for any costs or losses whatsoever sustained by you as a result of such suspension or cancellation;

6.5.3 we may charge you (and you will pay in accordance with this Agreement) costs or losses incurred by us arising from your default;

6.5.4 in respect of Produce delivered by instalments we may suspend or cancel the consignment and or delivery of further instalments to us.

7 Liability

7.1 Except in respect of death or personal injury caused by the our negligence, or in respect of fraudulent misrepresentation, we shall not be liable to you (or any other third party) under this Agreement, any condition or other term implied or otherwise, or any duty at common law, for any indirect, special or consequential losses whatsoever in connection with this Agreement or the attendance by you or your employees or agents on our premises (including but not limited to any delay or failure in supplying access to our premises) and except in respect of death or personal injury caused by the our negligence, or in respect of fraudulent misrepresentation our entire liability under or in connection with the Agreement or the attendance by you or your employees or agents on our premises shall not exceed the sum of £100 and all other liability of us shall be excluded to the fullest extent permitted by law.

8 Confidentiality

8.1 You undertake to us to keep confidential (a) the terms of this agreement and (b) all and any information we supply to you regarding our business, operations and customers and to use

such information only for the purposes of performing your obligations under this Agreement.

8.2 You do not have to keep confidential or restrict the use of:

8.2.1 information that is or becomes public knowledge other than as direct or indirect result of a breach of this agreement; or

8.2.2 information that you receive from a source not connected with us.

6 Termination

This Agreement may be terminated forthwith at any time by us on written notice to you if:

1.1.19 you commit a material breach, or series of breaches resulting in a material breach, of the Agreement and such breach is not remediable or is not remedied within 14 days of written notice to do so

1.1.20 you: (i) suspend or threaten to suspend payment of your debts, (ii) are unable to pay your debts as they fall due or (iii) are unable to pay your debts (being a company) within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) there is any partner to whom any of the foregoing applies

1.1.21 you: (i) negotiate with your creditors for rescheduling of your debts, (ii) make a proposal to or compounds with your creditors in respect of your debts or (iii) make an application to court for protection from your creditors generally

1.1.22 there is a resolution for your winding-up passed or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to you, or a winding-up order is made in relation to you

1.1.23 a receiver or administrative receiver may be or is appointed in relation to you or any of your assets

1.1.24 any creditor of you attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of your assets, and such attachment or process is not discharged within 14 days

1.1.25 you take or suffer any action similar to any of the above in any jurisdiction

1.1.26 there is a material change in the management, ownership or control of you

1.1.27 you suspend trading, cease to carry on business, or threaten to do either, or

1.1.28 you (being an individual) die or cease to be capable of managing his own affairs or petition for your bankruptcy is presented to a court.

In addition to our other rights under this Agreement, we may terminate this Agreement at any time:

1.1.29 on 30 days' written notice to you;

1.1.30 immediately on written notice to you if you have failed to pay any amount due under this Agreement on the due date

On termination of this Agreement for any reason:

1.1.31 you will, within 14 Business Days, invoice us for all Produce delivered or provided but not yet invoiced and we will pay such invoice within 60 Business Days of receipt unless the invoice is disputed in good faith or the Produce (or any part thereof) has failed to meet the standard required by these terms and conditions

1.1.32 the accrued rights and liabilities of the parties will not be affected, and

1.1.33 clause which expressly or by implication are to survive termination will do so.

9.4 You will give us written notice as soon as possible after you become aware of any of the events listed in Clause 9.1.2 to and including 9.1.10. of the occurrence of such event and provide full particulars thereof.

7 General

7.1 Set-off

You may not set off any amount we owe you against any amount you owe us. We may set off any amount you owe us against any amount we owe you.

7.2 Relationship

The parties are independent businesses and not principal and agent, partners, or employer and employee.

7.3 Variation

Variations to this Agreement will have effect when agreed in Writing by a duly authorised representative of each party.

7.4 Severability

10.4.1 If any provision of this agreement (or part of any provision) is found by any court or other body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

10.4.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with such modification as is necessary to make such provision valid enforceable or legal and to give effect to the commercial intention of the parties.

7.5 Notices

Notices under this Agreement will be in Writing and sent to the registered office of each party or if the party is an individual to their last known residential address. They may be given, and will be deemed received:

1.1.34 by first-class post: two Business Days after posting;

1.1.35 by airmail: seven Business Days after posting;

1.1.36 by hand: on delivery

1.1.37 by facsimile: on receipt of a successful transmission report from the correct number; and

1.1.38 by email: on receipt of a delivery and or read return mail from the correct address.

7.6 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

7.7 Further Assurance

The parties will do all further acts and execute all further documents necessary to give effect to this Agreement.

7.8 Rights of Third Parties

This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

7.9 Entire Agreement

This Agreement and the documents referred to in it form the entire agreement between the parties in relation to its subject. No other terms apply.

7.10 Succession

This Agreement will bind and benefit each party's successors and personal representatives.

7.11 Governing Law & Jurisdiction

This Agreement will be governed by the law of England and Wales. Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.