



## THE JUICING EQUIPMENT SPECIALISTS

### Terms & Conditions of Sale

#### 1. Definitions and interpretation

1.1 In these conditions unless the context otherwise requires:

“the Supplier” means OJ Fresh Limited, a company incorporated under the laws of England and Wales (registered number 3932992).

“the Buyer” means the individual firm, company or other business entity to whom the Supplier contracts to sell goods

“the Goods” means the goods, services or materials to be supplied by the Supplier and

“the Contract” means the contract between the Supplier and Buyer for the supply of Goods, which shall be included in these conditions

1.2 All quotations are given and all orders are accepted subject to these conditions, which shall override any other terms or conditions stipulated or referred to by the Buyer.

1.3 No variation of these Conditions shall be effective unless expressly agreed in writing by a Director of the Supplier.

#### 2. The Goods

2.1 Unless expressly stated in writing, the Supplier makes no warranty, representation or claim whatsoever about the quality or condition of the Goods or their fitness for any particular purpose and the Buyer must exercise and rely upon its judgement in this respect.

2.2 Where the Goods have been specified as to colour, size, count or weight, such specification shall be subject to reasonable commercial variation.

2.3 The Supplier will at the written request of the Buyer, provide confirmation of acceptance of an order from the Buyer. Nevertheless the Supplier will be entitled to accept an offer from the Buyer to purchase Goods in any readily and normally acceptable format.

#### 3. Delivery

3.1 Any time or date in the Contract or otherwise quoted by the Supplier or stipulated by the Buyer for the delivery of the Goods shall be approximate only and not of the essence of the Contract, unless this Supplier shall expressly agree otherwise in the Contract, and the Supplier shall in no circumstances be liable for any loss or damage arising from the delay howsoever caused. The Supplier will give the Buyer such reasonable notice as it can if delivery is likely to be delayed.

3.2 Risk in the Goods shall pass to the Buyer upon delivery to the place nominated by the Buyer or upon collection by the Buyer or his agent as applicable.

3.3 Each delivery or consignment shall be treated as a separate transaction and the failure of any one delivery shall not affect the due performance of the Contract.

3.4 The Company may at its discretion deliver the Goods in installments.

3.5 The Company shall have a lien on all Goods appropriated to this Contract, the title to which have passed to the Customer for all sums due from the Customer to the Company, whether arising under the contract of sale or not.

3.6 Where the Customer, having been notified that the Goods are ready for despatch or, as the case may be for collection, for any reason refuses or is unable to accept delivery or to make collection. The Company shall be entitled to invoice the Customer for the agreed price of the Goods (which the Customer shall pay as though the Goods had been despatched or collected on the date of notification). The Company shall have the right to charge the Customer for storage and insurance of, and all other expenses incurred by it in respect of, the Goods and, notwithstanding the “Passing of title and risk” clause below, risk in the Goods shall be treated as having passed to the Customer from the date of the Company’s notification.

#### 4. Price

4.1 Unless otherwise agreed between the Company and the Customer in writing the price of the Goods or Service will be that ruling at the date of despatch. Value Added Tax or any other relevant tax will be added to the price where appropriate.

4.2 The Supplier shall be entitled to increase the price at any time before despatch of the Goods in the event of any increase in costs to the Supplier of supplying the Goods for any reason.

#### 5. Payment

5.1 All accounts are strictly net and must be paid by a method approved by the Company no later than 30 days after the date of invoice. However, the Company reserves the right at the Company’s sole discretion to refuse credit to the Customer and suspend any further performance of the Contract or any other current or future contract with the Buyer without prejudice to its other rights and remedies against the Buyer.

5.2 The Company will be entitled to:

- 1) charge interest at the rate of 8% p.a. accruing daily on any overdue account which shall include any amount that the Company have had to spend on the Customer’s behalf and
- 2) to recover from the Customer all legal and other costs incurred in recovering monies due on overdue accounts.

#### 6. Claims

6.1 All claims for damage to or partial loss of the Goods or non-delivery thereof must be advised to the Supplier within 36 hours of the date of delivery and haulier’s paperwork annotated accordingly at the time of delivery, or in the case of non-

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delivery, within 24 hours of the date of which the Goods should have been received. Damaged goods should be returned on the delivering vehicle where appropriate

6.2 Without prejudice to the provisions to clause 2.1 of these Conditions, the Supplier will consider any claim made by the Buyer concerning the condition or quality of the Goods PROVIDED THAT the Buyer gives written notice to the Supplier with full details of any such claim within 3 days of the date of despatch of the Goods and THAT neither the Buyer, nor any agent modifies, interferes with or performs any operation on the Goods and that the Goods are held under normal storage conditions.

6.3 Without notification as outlined in points 6.1 and 6.2 above the details within the delivery note shall be deemed as conclusive as against the Buyer.

6.4 The Buyer shall not withhold or set off payment against the Supplier even if it is pursuing a claim under clauses 6.1 and 6.2 above.

#### **7. Liability of the Supplier**

7.1 If the Goods or part thereof prove on inspection to be defective or damaged in transit the Supplier will at its sole option either replace such Goods or parts thereof or refund to the Buyer the price of the same.

7.2 Save only in respect of personal injury or death due to the negligence of the Supplier, the Suppliers liability under the Contract or otherwise in respect of the Goods shall in no circumstances exceed the price paid by the Buyer for the relevant Goods.

7.3 In any event the Supplier shall not be liable to the Buyer under the Contract or otherwise in respect of the Goods in any of the following:

- 1) for any special, indirect or consequential loss or damage howsoever arising.
- 2) for any statement or representation made by a member of staff or other agent of the Supplier unless such statement or representation is confirmed in writing by a Director of the Supplier.

#### **8. Retention of Title**

8.1 The Goods shall remain the full property of the Supplier until full payment for these Goods and any outstanding amounts in relation to previous deliveries of Goods has been received from the Buyer.

8.2 The Buyer shall keep the Goods properly protected and insured, and separate from his own goods and those of any third party.

8.3 The Buyer shall be entitled to sell in the ordinary course of his business any of the Goods which are the property of the Supplier on condition that the Buyer shall hold on trust for and on demand pay or transfer to the Supplier (to the extent of money due to the Supplier) the proceeds of such sale and all claims that the Buyer may have against its purchaser as a result of such a sale.

8.4 If the Buyer does not pay for the Goods within the time specified in clause 5 hereof, the Supplier shall be entitled to repossess the Goods. For this purpose, the Supplier shall be entitled to enter upon the premises of the Buyer or any premises under the control of the Buyer where the Goods may be or where the Supplier reasonably suspects the Goods may be.

#### **9. Force Majeure**

The Supplier shall not be liable for any delay in the delivery or no delivery of the Goods caused by an circumstances beyond its reasonable control, including limitations and any Act of God, explosion, fire, flood, war, accident, unavailability of raw materials, shortage of labour or other shortages, labour strike or dispute and on occurrence of any such events the Supplier reserves the right to cancel or suspend the whole or part of any delivery without further liability.

#### **10. Jurisdiction and Assignability**

10.1 The Contract between the Supplier and the Buyer for the supply of the Goods shall be governed in accordance with the Laws of England and the Buyer agrees to submit to the jurisdiction of the English Court of Law in respect thereof.

10.2 The Customer may not assign or part with its interest in this contract.

10.3 The Company may delegate or sub-contract its duties under this contract but shall despite such delegation or sub-contract remain liable to the Customer for the full performance thereof.

#### **11. Miscellaneous**

11.1 No delay, neglect of forbearance on the part of the Supplier in enforcing against the Buyer any term or condition of the Contract shall be deemed to be a waiver or in anyway prejudice any right of the Supplier in respect thereof.

11.2 The Supplier and Buyer hereby agree that their respective addresses as specified in the Contract shall be effective for the service of any notice in accordance with the order.

11.3 The Suppliers acceptance of an order from the Buyer affirms the Buyers agreement to these Terms and Conditions.

11.4 If any provision of these terms and conditions is held to be invalid or unenforceable then such provisions shall be given no effect and deemed not to be included herein but shall not otherwise render any of the remaining terms and conditions invalid or unenforceable.

E&OE

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