

Frucom Foods Limited Terms and Conditions of Sale

Edition 2026 v1.1

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1. DEFINITIONS

“The Company” means FRUCOM FOODS LIMITED registered in England & Wales (no. 06477976). Registered address is 25-27 Queen Anne House, Broadway, Maidenhead SL6 1LY

“The Customer” means the person, firm, company, or organisation, who buys or agrees to buy the Goods

“Contract” means the contract for the sale and purchase of Goods formed by these conditions and any subsequent orders.

“Goods” means the produce, products, or materials, which the Company agrees to supply to the Customer in accordance with these conditions.

“Order” means the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Company's quotation, or overleaf, as the case may be.

“The Delivery Point” means the place specified in the Company's Sales Confirmation Order for the delivery of Goods or such other place as shall subsequently be agreed in writing by the Company.

References to statutes or statutory provisions shall include those statutes or statutory provisions as from time to time re-enacted or replaced.

2. GENERAL

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

Each Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

Any samples or advertising produced by the Company and any illustrations on the Company's website or in brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue

All quotations strictly subject to final confirmation & availability of product.

3. PRICES AND PAYMENT TERMS

Prices Quoted are those ruling at the date of issue by the Company of its quotation and are (unless otherwise stated) inclusive of all package insurance and transportation costs to the delivery point.

Prices are (unless otherwise stated) quoted net of VAT and all taxes imposts and levies which are or may from time to time be levied by any government statutory or local authority upon the sale of the goods and such additions (if any) shall be charged at the rates prevailing at the date of delivery or invoices as the case may be.

All prices quoted are based on current shipping, duties & exchange rates. In the event of the Company incurring any increase in these costs or any costs which are beyond its control after submission of its final unqualified Sales Confirmation Forms it reserves the right upon given written notification to the Customer to increase its prices accordingly and such increased prices shall thereupon become payable by the Customer in respect of any goods already ordered by the Customer.

Payment of the price and VAT and other sums due hereunder shall be due (without any right of set-up) within 28 days of the date of delivery of the goods to the delivery point (unless otherwise stated)

No forbearance or indulgence by the Company shown or granted to the Customer shall in any way affect or prejudice the rights of the Company or be taken as a waiver of the terms of this or any other clause herein.

Interest on overdue accounts shall accrue from the date due from day to day until payment at the rate of 3% above National Westminster Bank PLC's base rate from time to time and shall accrue after as well as before any judgement.

If the Customer fails to make any payment on the due date then without prejudice to any of the Company's other rights the Company may suspend or cancel deliveries of any articles due to the Customer and may (as its sole option) treat the balance of any contract as repudiated by the Customer.

4. TITLE

Title to and property in the goods shall remain vested in the Company until payment in full:

(i) of the total invoice price for the goods together with any other related charges and;

(ii) of any other amounts which are overdue for payment by the Customer.

Subject to the sub-paragraph below, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time it does so as principal and not as the Supplier's agent and title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.

Until such time as title to the Goods shall pass to the Customer it shall hold them as bailiee for the Company clearly identifying them as the property of the Company storing them separately from other goods in the keeping of the Customer, insured and in satisfactory condition and shall if so requested forthwith return them to the Company.

5. QUANTITIES

Whilst every effort will be made to deliver the weights and/or quantities of goods ordered by the Customer the Company shall be deemed to have complied with its contractual obligations and completed the Customers Order notwithstanding that it may have delivered a weight or quantity of goods which varies within a tolerance of plus or minus 10 per cent of the weight or quantity of Goods ordered.

In the event of such weight or Quantity variation the total price payable by the Customer in respect of the Goods shall be increased or decreased pro rata to the quantity variation.

6. CONTRACTUAL QUANTITY

The quantity agreed must be taken within the contracted period – if a subsequent contract is agreed, the current volumes need to have been fulfilled before new terms can come into place.

7. DELIVERY

The Company will use its reasonable endeavours to comply with delivery dates but such dates are estimates only and are not guaranteed neither shall they under any circumstances be deemed to be a term or condition of the contract of sale.

The Company shall accept no liability of whatsoever nature for the failure to meet such dates and such failure shall not entitle the Customer to repudiate or cancel the Contract unless such failure shall have been caused by the wilful default or neglect of the Company.

Delivery shall be deemed to take place on the physical delivery of the goods by or on behalf of the Company to the delivery point.

The risk in the goods shall pass to the Customer on delivery.

For direct container orders going into the client's Coldstore, Frucom must be informed of any specific procedures or restrictions the Coldstore has for receipt of the container. In the event a container is not accepted due to these requirements & Frucom was not informed, Frucom will not be liable for any costs incurred or for redelivery of the container.

8. LOSS/DAMAGE IN TRANSIT

The Company shall except no liability whatsoever for loss or damage to the goods in transit unless the Customer shall have notified the Company thereof in writing in the case of damaged goods in the form of a non-conformance report supported by photographic evidence of the damage within 48 hours of the date of receipt by the Customer of the goods (provided that the Company shall be under no liability once the goods have been unloaded save as to inherent defects incapable of detection prior to unloading) or in the case of non-receipt of the goods within 7 days of the date of their despatch en route to the delivery point and the Company's liability shall in any event be limited to a sum equivalent to the invoice price of the lost or damaged goods.

9. TEMPERATURE DISCREPANCY

For direct container orders, the temperature log must be downloaded upon receipt – Frucom will be unable to reimburse the costs or collect rejected stock for any temperature abuse/block-frozen product complaints made without the temperature log data. Any complaints of temperature abuse/block-frozen product must be raised within 48 hours of delivery. Frucom will not be liable to cover costs or remove product for any complaints made after this period.

10. CONFIDENTIALITY

The Customer shall keep in strict confidence all information that would be regarded as confidential by a reasonable business person relating to the Company's Business, Purchase Order, Goods, Contract, or other information disclosed by the Company to the Customer. The Customer shall not disclose confidential information without prior written consent from the Company.

11. FORCE MAJEURE

In the event that the Company shall be delayed in or prevented from carrying out all or any of its obligations under a contract for sale of goods as a result of any cause beyond its control including (but not by way of limitation) war

invasions hostilities civil war civil strife or common strikes lock-outs breakdown of plant storm flood fire failure of third parties to deliver the goods or provide services connected therewith drought crop failure disease of whatever nature affecting the Company's ability to acquire the goods or ability to procure the goods except at increased prices due to any of the foregoing causes or any other cause it shall be relieved of all obligations and liabilities incurred under such contract in so far as and for so long as the fulfilment of such obligations and liabilities is thereby prevented frustrated or impeded.

12. COMPANY'S WARRANTY

The Company warrants that the goods supplied by it are of merchantable quality.

If goods are found to be defective after their delivery to the Customer the Company will at its option either replace the defective goods or refund to the Customer a sum equivalent to the price paid to the Company for them provided always that in view of the perishable nature of the goods written notice of defect is delivered to the Company within 24 hours of delivery.

The Company's warranty shall not apply to any Goods:

- (i) which have been tampered with in any way outside the Company's premises or;
- (ii) which have been stored in unsuitable conditions for an excessive period or;
- (iii) which have been subject to misuse negligence or accident or;
- (iv) the quality of which has in any way been impaired as a result of the act or omission of the Customer or its servant or agent or;
- (v) defects which have not been reported to the Company and facilities for inspection provided to the Company within 48 hours of delivery or;
- (vi) defects which have not been reported prior to the unloading of the goods (save as to inherent defects incapable of detection prior to unloading).

13. LIMITATIONS OF COMPANY'S LIABILITY

Except as expressly stated above all other warranties conditions and representations express or implied statutory or otherwise are (to the extent that they may in law be excluded) hereby excluded and the Company shall not be liable in contract tort or otherwise for any loss damage expense or injury (whether direct or consequential) arising out of or in connection with the supply or use of the goods or any defect on them PROVIDED ALWAYS that it shall not exclude:

- (i) liability in respect of death or personal injury arising out of the Company's negligence;
- (ii) such liability in respect of direct physical damage arising out of the Company's negligence;
- (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979
- (iv) or any other liability that cannot be limited by law. .

Subject to sub-clauses 11(i), (ii), (iii) and (iv) above, the Company's total liability to the Customer shall not exceed an amount equivalent to the invoice value of the Goods which are the subject of the claim by the Customer.

14. DEFAULT OR INSOLVENCY OF CUSTOMER

(1) if the Customer defaults in any way in its commitments with the Company and fails to remedy that default within 7 days of being required to do so or suffers any distress or execution upon its property or assets or makes or offers to make any arrangement or composition with its creditors or commits an act of bankruptcy or has a receiver appointed over all or a substantial part of its assets or a resolution passed or petition filed for winding up then the Company shall have the right (without prejudice to any other remedies) to cancel any uncompleted order or to withhold or suspend delivery.

(2) In the event of an order being cancelled by the Company in the above circumstances or being cancelled by the Customer and the Customer shall indemnify the Company against all loss (including loss of profits) costs (including labour and overheads) and all other expenses and damages incurred by the Company in connection with the order and its cancellation.

(3) On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.

(4) Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15. DATA PROTECTION

The Company is committed to complying with the General Data Protection Regulations. You can find The Company's Privacy Policy and all other policies on the website www.frucom.co.uk

The Customer shall ensure it complies with the General Data Protection Regulations (GDPR) when handling any personal data shared by The Company.

The Customer shall inform The Company immediately with regards to any data breach that may involve The Company's data.

The Customer commits to sharing the personal data of its employees where it is required to fulfil the terms of any agreement to supply Goods.

16. SEVERANCE

Any provisions of this contract which is or may be void or enforceable shall to the extent of such invalidity be deemed severable and shall not affect any other provisions of this contract.

17. APPLICABLE LAW AND JURISDICTION

Every Contract to which these Terms and Conditions shall apply shall be construed in accordance with and governed in all respects by the Laws of England and Wales and the Company and the Customer agree to submit to the jurisdiction of the English courts provided always that the schedules to the Uniform Laws on International Sales Act 1967 are hereby excluded.

18. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.