



TERMS & CONDITIONS OF SALE

1. Orders: All goods offered and orders are accepted subject to availability of the product.
2. Minimum Order: An acceptable minimum value for an order is at the discretion of Produce Plus Limited and should be no less than one pallet of any given commodity.
3. Returns: It is the buyer's responsibility to inspect and verify the delivered goods match the information provided at the time of purchase.

Produce Plus Limited must be advised within 48 hours of arrival supported by photographic evidence of the problem and including exact amounts of wastage incurred.

The value of wastage will be deducted from the invoice at Produce Plus Limited discretion.

4. Shortages: All goods MUST be signed for on receipt of delivery. The number of packages delivered must be checked in the presence of the driver. All claims for shortages should be made at the time of delivery by highlighting the items on the Delivery Note, but must also be notified to Produce Plus Limited within 12 hours.

5. Pricing: Prices are as stated on invoices. All prices will be confirmed on the day of delivery. Produce Plus Limited reserves the right to alter prices, stock and services without notification subject to market fluctuations and variations in relevant exchange rates. However, Produce Plus Limited will endeavor to advise customers of any changes, where possible. VAT will be charged at the appropriate rate on goods, where applicable.

6. Payment Terms: Payment is due 30 days following the date of the invoice. In the event of an overdue invoice, we reserve the right to withhold further supplies. Should any payment be refused or returned from the bank, any bank charges incurred will be debited to the customer's account. In accordance with the Late Payment of Commercial Debts (Interest) Act 1988, we reserve the right to charge interest at the Bank of England base rate plus 8% on all overdue invoices and full compensation, collection and all relevant legal costs. An application for an account with the Company will be taken to signify acceptance of these terms and conditions of sale by the customer.

7. Risk and Ownership: All risk in the goods passes to the purchaser on delivery. Ownership of the goods delivered shall remain vested in Produce Plus Limited until payment has been received in full.

8. General Provisions:

- a. Produce Plus Limited reserves the right to pursue all overdue invoices by whatever legal means deemed necessary, or by passing the debt to a Debt Recovery Service, or by any other appropriate means, without prior reference to the debtor.
- b. These terms and conditions govern the contract and any variations should be agreed in writing between the Company and the customer. The contract being governed by the provisions of English Law.
- c. If any part of the contract is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of the contract shall remain in full force and effect.
- d. If we do not insist upon or enforce strict performance of any provision of the contract this shall not mean that we waive our rights under that provision.