



Premier Produce

A Fresh Approach



**STANDARD TERMS AND
CONDITIONS FOR SUPPLY OF
GOODS AND SERVICES FROM
PREMIER PRODUCE
SCOTLAND LTD.**

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1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "Agreement" means these Terms and Conditions together with the terms of any applicable Product Price List;"
- 1.2. "Customer" means the organisation or person who purchases goods and services from the Supplier;
- 1.3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4. "Product Price List" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;
- 1.5. "Supplier" means Premier Produce Scotland Ltd.

2. GENERAL

These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.

- 2.1. These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.
- 2.2. Before the commencement of the services the Supplier shall submit to the Customer a Product Price List which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Product Price List.
- 2.3. All Product Price Lists shall be subject to these Terms and Conditions. The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

3. PRICE AND PAYMENT

- 3.1. The price for the supply of goods and services are as set out in the Product Price List. The Supplier shall invoice the Customer within 30 days of receipt of goods or services.
- 3.2. Invoiced amounts shall be due and payable within 30 days of receipt of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

4. SPECIFICATION OF THE GOODS

All goods shall be required only to conform to the specification in the Product Price List. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

5. DELIVERY

- 5.1. All goods shall be required only to conform to the specification in the Product Price List. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.
- 5.2. All risk in the goods shall pass to the Customer upon delivery
- 5.3. Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

6. CUSTOMER OBLIGATIONS

- 6.1. To enable the Supplier to perform its obligations under this Agreement the Customer shall:
 - 6.1.1. co-operate with the Supplier;
 - 6.1.2. obtain all necessary permissions and consents which may be required before the commencement of the services; and
 - 6.1.3. provide the Supplier with any information reasonably required by the Supplier;
 - 6.1.4. advise the Supplier immediately or at the earliest possible opportunity to any substandard goods, delivery discrepancies or inconsistencies between goods supplied and the Product Price List
 - 6.1.5. where the supplier has delivered “substitute” goods or quantities the Customer shall accept such substitutions unless immediately or at the earliest possible opportunity decline delivery or intimate immediately or at the earliest possible opportunity notify the Supplier that the “substitution” is not accepted.
- 6.2. The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer’s failure to comply with Clause 7.1
- 6.3. Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Product Price List, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days’ written notice the full amount of the goods and services contracted for as set out in the Product Price List, and the Customer agrees this is a genuine pre-estimate of the Supplier’s losses in such a case. For the avoidance of doubt, the Customer’s failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.
- 6.4. In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:
 - 6.4.1. the Supplier shall have no liability in respect of any delay to the completion of delivery;
 - 6.4.2. if applicable, the timetable for the project will be modified accordingly;
 - 6.4.3. the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.
 - 6.4.4. In performing its obligations under the Contract, the Supplier represents and warrants that:
- 6.5. The customer shall at all times comply with all applicable laws, statutes, regulations from time to time in force including but not limited to: those relating to anti-bribery and anti-corruption in the UK, the Modern Slavery Act 2015, and the Ethical Trading policy;

7. ALTERATIONS TO THE PRODUCT PRICE LIST

- 7.1. The parties may at any time mutually agree upon and execute new Product Price Lists. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Product Price List, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.
- 7.2. The Customer may at any time request alterations to the Product Price List by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 7.3. Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- 7.4. Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Product Price List shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

8. QUALITY ASSURANCE

- 8.1. The Supplier warrants that as from the date of delivery for a period of 49 hours the goods and all their component parts, where applicable, are free from any defects.
- 8.2. The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. INDEMNIFICATION

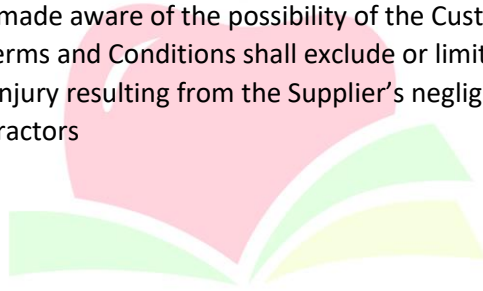
- 9.1. The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier.
- 9.2. accordance with the Product Price List infringes a patent, copyright or trade secret or
- 9.3. other similar right of a third party.

10. DURATION

- 10.1. Standard agreements shall remain in effect one (1) year from its effective date unless otherwise stated. Thereafter, it shall automatically renew in increments of one (1) year on the anniversary date.

11. LIMITATION OF LIABILITY

- 11.1. Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
- 11.2. In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 11.3. Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors



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12. TERMINATION

- 12.1. Either party may terminate this Agreement forthwith by notice in writing to the other if:
- 12.2. the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 12.3. the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 12.4. the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 12.5. the other party ceases to carry on its business or substantially the whole of its business; or
- 12.6. the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 12.7. Either Party may terminate the agreement, in whole or in part.
- 12.8. Such notice shall be provided in writing by either Party to the other not more than one hundred and twenty (120) calendar days nor less than sixty (60) calendar days prior to the anniversary date of this Agreement.

13. FORCE MAJEURE

- 13.1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

14. INDEPENDENT CONTRACTORS

- 14.1. The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Product Price List.

15. ASSIGNMENT

- 15.1. The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

16. SEVERABILITY

- 16.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17. WAIVER

- 17.1. The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

18. NOTICES

- 18.1. Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Product Price List or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

19. ENTIRE AGREEMENT

19.1. This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

20. THIRD PARTIES

20.1. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

21. GOVERNING LAW AND JURISDICTION

21.1. This Agreement shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.



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