



CHELMER FOODS LIMITED PURCHASE TERMS & CONDITIONS

Dated 17th July 2025

1. Definitions

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 09:00 to 17:00 on any Business Day.

Buyer: Chelmer Foods Limited, company incorporated and registered in England and Wales with company number: 02704138 whose registered office is at 220 Avenue West, The Courtyard Skyline, 120 Business Park, Great Notley, Braintree, Essex, CM77 7AA.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.2.

Contract: the contract between the Supplier and the Buyer for the sale and purchase of Goods in accordance with these Conditions.

Delivery Location: the location for the delivery of the Goods as set out in the Order.

Force Majeure Event: means any circumstance not within a party's reasonable control, whether or not reasonably foreseeable, including:

- (i) acts of God, flood, drought, earthquake, crop failure, abnormal weather conditions or other natural disaster;
- (ii) epidemic or pandemic (including Covid-19);
- (iii) terrorist attack, civil war, riot, insurrection, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations or any act of intervention of government;
- (iv) nuclear, chemical or biological contamination or sonic boom;
- (v) collapse of buildings, fire, explosions or accident; and
- (vi) strikes, lock outs, or other industrial action or trade disputes.

Goods: the goods (or any part of them) as set out in the Order.

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**.

Order: the Buyer's order for the Goods, as set out overleaf.

Supplier: the person or company from whom the Buyer purchases the Goods under the terms of these Conditions.

1.2 Interpretation:

- (a) Clause and accepted Order headings shall not affect the interpretation of these Conditions.
- (b) An accepted Order pursuant to clause 2.5 shall form part of these Conditions and shall have

effect as if set out in full in the body of these Conditions and any reference to these Conditions includes the accepted Order.

- (c) Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of: (a) another person (or its nominee) by way of security or in connection with the taking of security; or (b) its nominee.
- (f) A reference to writing or written excludes fax but not email.

2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 If the Supplier wishes to supply the Goods on any other terms other than those contained in the Contract it must give the Buyer express written notice that they reject the Contract. For this purpose 'express written notice' does not include any provision contained in the Supplier's printed standard terms.
- 2.3 If any trade association terms and conditions are referred to in the Contract, such terms shall be incorporated in the Contract to the extent that they are consistent with these Conditions and in the event of any inconsistency, these Conditions will prevail.
- 2.4 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.
- 2.5 Subject to clause 2.6, the Order shall be deemed to have been accepted on the earlier of:
 - 2.5.1 the Supplier issuing a written acceptance of the Order; or
 - 2.5.2 the Supplier doing any act consistent with fulfilling the Order, at which the Contract shall come into existence.
- 2.6 The Supplier shall use all reasonable endeavours to meet any Order that the Buyer puts forward to it.
- 2.7 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. The Goods

- 3.1 The Supplier shall ensure the Goods shall:
 - 3.1.1 in all material respects comply with their description, quality requirements and other specifications set out in the Order or otherwise agreed in writing between the Buyer and the Supplier;
 - 3.1.2 be of satisfactory quality (within the meaning of the Sales of Goods Act 1979, as amended) and fit for human consumption or any other purpose made known to the Supplier by the Buyer expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement;
 - 3.1.3 be free from defects in design, material and workmanship and remain so for 12 months after delivery pursuant to clause 4.2;

- 3.1.4 where purchased against a sample, be in every respect at least equal to the sample's quality; and
- 3.1.5 comply with all applicable statutory and regulatory requirements relating to production, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all licenses, permissions, authorisations, consents, permits and certifications to carry out its obligations under the Contract.
- 3.3 In accordance with the Buyer's reasonable request, the Supplier shall ensure the Goods are properly packed in and secured in such manner so as to enable them to reach their destination in good condition.
- 3.4 The Buyer shall have the right to enter the Supplier's premises to:
 - 3.4.1 inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Goods; and
 - 3.4.2 inspect and take samples of the raw materials, the packaging and the Goods.
- 3.5 Inspections carried out pursuant to clause 3.4 shall be carried out during Business Hours on reasonable notice to the Supplier, provided that, in the event of an emergency, the Supplier shall grant the Buyer immediate access to its premises.
- 3.6 If following an inspection, the Buyer reasonably considers that the Goods are not or not likely to be warranted under clause 3.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure the Goods are or will be warranted under clause 3.1., the Buyer shall have the right to re-conduct inspections and take further samples after the Supplier has carried out its remedial actions.

4. Delivery

- 4.1 The Supplier shall deliver the Goods:
 - 4.1.1 within by the delivery date specified on the Order;
 - 4.1.2 at the Delivery Location; and
 - 4.1.3 during hours specified on the Order any instruction given by the Buyer.
- 4.2 Delivery of Goods shall be completed on the completion of unloading of Goods at the Delivery Location.
- 4.3 If the Supplier delivers over 5% more or less than the contracted weight of the Goods, the Buyer may reject them and any rejected Goods shall be returnable at the Supplier's risk and expense.
- 4.4 The Supplier shall not deliver the Goods in instalments without the Buyer's prior consent. Where it is agreed that the Goods may be delivered in instalments, they may be invoiced and paid for separately. Failure of the Supplier to deliver any one instalment on time or not at all, or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 6 below.

5. Title and risk

- 5.1 Title of the Goods will pass to the Buyer at the earlier of payment or delivery of the Goods.
- 5.2 Risk in the Goods shall pass to the Buyer on the delivery of the Goods pursuant to clause 4.2.

6. Buyer's remedies

- 6.1 If the Goods are not delivered on the delivery date or period, are not shipped in the specified period or do not comply with the warranties set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Buyer may exercise one or more of the following rights and remedies:
 - 6.1.1 terminate the Contract;
 - 6.1.2 reject the Goods (in whole or part) and return them to the Supplier at Supplier's own risk and expense;

- 6.1.3 require Supplier to replace the rejected Goods, or to provide a full refund for the rejected Goods (if paid);
- 6.1.4 refuse to accept any subsequent delivery the Supplier attempts to make;
- 6.1.5 recover from the Supplier any reasonable costs incurred by the Buyer in obtaining substitute Goods from a third party; and
- 6.1.6 claim damages for any direct or indirect costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 6.2 These Conditions shall also apply to any replacement Goods supplied by the Supplier.
- 6.3 The Buyer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7. Price and Payment

- 7.1 The price of the Goods shall be set out in the Order and shall include the costs of packaging, insurance and carriage of Goods unless agreed in writing otherwise between the Buyer and Supplier.
- 7.2 No extra charges shall be effective unless agreed in writing with the Buyer.
- 7.3 The Buyer shall pay correctly rendered invoices as agreed in the Contract, or, if not specified, within 60 days of receipt of the invoice to the bank account nominated in writing by the Supplier.
- 7.4 If the Buyer fails to make a payment due to the Supplier under the Contract by the due date, then the Buyer shall pay interest on the overdue sum, whether before or after judgement. Interest under this clause 7.4 shall accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%.
- 7.5 All invoices shall be inclusive of VAT.
- 7.6 The Buyer may at any time set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier, whether either liability is present or future, liquidated or unliquidated and whether or not either liability arises under this Contract.

8. Indemnity

- 8.1 The Supplier shall indemnify the Buyer and covenant to pay any member of its Group for all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Buyer as a result of or in connection with:
 - 8.1.1 any claim made against the Buyer or a member of its Group by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, if and to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - 8.1.2 any claim against the Buyer and any member of its Group by a third party arising out of or in connection with the supply of Goods, if and to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 8.2 This clause 8 shall survive termination of the Contract.

9. Insurance

- 9.1 During the term of the Contract and for a minimum period of 1 year thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance,

product liability insurance to the value of £5 million and public liability insurance to the value of £5million to cover the liabilities that may arise under or in connection with this Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of the cover and the receipt for the current year's premium in respect of each insurance.

- 9.2 The Supplier will ensure that every subcontractor is similarly insured having regard to the obligations under the Contract, which they are contracted to fulfil.
- 9.3 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out insurance under the policies referred to in clause 9.1.
- 9.4 On the Buyer's reasonable request, the Supplier shall provide the Buyer with copies of the insurance policy certificates and details of the cover provided.

10. Compliance with relevant laws and policies

- 10.1 In performing its obligations under the Contract, the Supplier shall:
 - 10.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force; and
 - 10.1.2 comply with the Buyer's Supplier Code of Conduct and Slavery Policy and any other policies as notified by the Buyer from time to time.
- 10.2 The Buyer may immediately terminate the Contract for any breach of clause 10.

11. Termination

- 11.1 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect if:
 - 11.1.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of being notified to do so;
 - 11.1.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 11.1.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 11.1.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; and/or
 - 11.1.5 the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.
- 11.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after the termination of the Contract shall remain in force and effect.

12. Force Majeure

- 12.1 If and to the extent the Buyer is prevented, impeded, hindered, conditioned or delayed in performing its obligations under this Contract, the Buyer will not be liable for failure to perform its obligations arising from the Force Majeure Event.
- 12.2 If the Force Majeure Event prevents, impedes, hinders, conditions or delays the Buyer's performance of its obligations for a continuous period of more than 4 weeks, then either party

to the Contract may terminate the Contract by giving 2 weeks' written notice to the other party.

13. Confidentiality

- 13.1 Each party to the Contract shall not disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
 - 13.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this 14.2; and
 - 13.2.2 to the minimum extent necessary, as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. General

- 14.1 **Entire agreement.** The 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.
- 14.2 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless agreed in writing by the Buyer.
- 14.3 **Waiver.** No relaxation, forbearance or delay by the Buyer in enforcing any of these Conditions will prejudice, affect or restrict its rights, nor shall any waiver by the Buyer of any breach constitute a waiver of a subsequent or continuing breach.
- 14.4 **Set off.** The Buyer shall be entitled to off-set any sums owed to the Buyer under this Contract or any other Contract between the parties, against any sums owed to the Supplier under this Contract or any other Contract between the parties.
- 14.5 **Notice.** Any notice given in connection with the Contract may be sent by hand, registered post, recorded delivery service or email. Where notices are sent by email, they will be deemed to have been received immediately on successful sending, unless such notice outside of the Business Hours, in such circumstances notice will be deemed to have been received on the next Business Day when the Business Hours resume. The postal address and email address where notice shall be sent shall be set out in the Order.
- 14.6 **Assignment.** The Supplier may not at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract, unless it obtains the written consent of the Buyer.
- 14.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 14.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 14.8 **Governing law.** The Contract shall be governed by and construed in accordance with the laws of England and Wales.
- 14.9 **Arbitration.** Any disputes arising out of or in connection with the Contract (including any question as to its validity and existence), shall be referred to and finally resolved by arbitration in London under the rules of the trade associations specified in the Contract. If no trade association is referred to, the rules of arbitration and appeal of the Nut and Dried Fruit Trade Association (NDFTA) are deemed to be incorporated by reference to this clause.
- 14.10 **Jurisdiction.** The Buyer may, at its sole discretion, by giving notice to the Supplier, any time following failure to reach an amicable settlement, (but in any event within 15 days of receipt of a written notice from the Supplier of its intention to refer a dispute to arbitration), determine that any such dispute should be determined by the courts as per clause 14.9, in which case the Supplier submits to their jurisdiction.

Please sign & stamp the below as acceptance of Chelmer Foods Purchase Terms & Conditions

Name:

Sign:

Title:

Company:

Date: