

1. DEFINITIONS

'Daniel Thwaites' means the seller, which may be any subsidiary, division or trading unit of Daniel Thwaites Plc.

'the Customer' means the Customer, which is the person, company or organisation to whom this document Quotation/Agreement/Acknowledgement/Amendment/delivery note/invoice etc. is addressed.

'the Conditions' means the terms and conditions set out in this document, including any varied or special terms agreed in writing between the Customer and Daniel Thwaites.

'the Agreement' means the Contract /Agreement /Amendment accepted by the Customer, for the sale and purchase of the Goods which forms the basis of a legal contract.

'the Quotation' means Daniel Thwaites authorised written offer to which these Standard Sales Conditions shall apply.

'the Purchase Order' means the Customers authorised acceptance of the Quotation and/or Agreement and these Standard Sales Conditions for the sale and purchase of the Goods.

'the Amendment' shall confirm any variation to the Agreement or confirmation acceptance of an amended Contract.

'the Acknowledgement' is Daniel Thwaites confirmation of the Agreement / Amendment, it shall not constitute acceptance of the Customers order, but provide the Customer with knowledge that the Agreement is being processed in accordance with Daniel Thwaites terms and conditions agreed.

'the Goods' shall mean the goods, products or services (including any instalment and/or any part of them) described in the Quotation/Agreement/Amendment/ Acknowledgement.

'the Specification' includes all recipes, plans, drawings, data or other information relating to the Goods or Services.

2. GENERAL

These terms and conditions shall form the basis of the Agreement between Daniel Thwaites and the Customer and shall supersede any terms and conditions referred to, offered or relied on by the Customer in any purchase order, acknowledgement, letter or any other document issued or sent by the Customer. Without prejudice to the generality of the foregoing, Daniel Thwaites will not be bound by any terms furnished by the Customer in any of its documents, unless the Customer specifically draws the specific terms to Daniel Thwaites attention and states in writing separately from such terms that it intends such terms to apply and Daniel Thwaites, acknowledges this in writing on its Quotation/Agreement/Amendment. All Goods offered for sale are subject to availability.

3. CONFIDENTIALITY

The Customer shall not announce or disclose the existence of any contractual arrangements between the Customer and Daniel Thwaites. The Customer shall keep confidential all Daniel Thwaites information, commercial details, specifications, drawings, recipes and any other matter relating to the Goods to be supplied in any way whatsoever and shall not disclose the same or any of the same to any third party except to his employees as may be necessary. All documents and drawings containing such information and any copies thereof shall upon completion of the Agreement, or its termination for any reason, be returned to Daniel Thwaites.

4a. CREDIT CHECKS

In order to monitor and aid debt recovery, Daniel Thwaites may make searches with credit reference agencies, which will keep a record of that search and will share that information with other businesses, Daniel Thwaites may also make enquiries about the directors, partners or tenants. Daniel Thwaites reserve this right until the customer ceases trading with Daniel Thwaites and all debts have been settled in full. Daniel Thwaites also reserve the right to monitor and record information relating to the Customers trade performance and such records may be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.

4b. ANTI-MONEY LAUNDERING REGULATIONS

Daniel Thwaites reserves the right to require confirmation of the identity of the Customer in accordance with the requirements of the Office of Fair Trading Anti-Money Laundering Regulations 2007. In order to undertake these checks Daniel Thwaites may make searches with third party agencies, which will keep a record of that search and may share that information with other businesses, Daniel Thwaites may also make enquiries about the directors, partners or tenants. Daniel Thwaites may be required to notify the appropriate authorities of issues relating to the Customers affairs and may be obliged to withhold deliveries or cease trading (temporarily or permanently) without reason. Daniel Thwaites shall have no liability to the Customer for any losses which may be incurred as a result of any of the above.

5. DELIVERY

The Goods shall be delivered to the delivery address agreed in the Agreement at the cost agreed, to cover the delivery and insurance, unless specifically stated in the Agreement. The time, dates or periods stated for delivery and/or completion in the Agreement are given as an estimated guide, and therefore Daniel Thwaites shall not be liable for any claims whatsoever for failure to complete on the estimated time for delivery completion. The time of delivery shall take place during normal working business hours unless mutually agreed otherwise and shall not be of the essence of the contract unless expressly stipulated in writing. All deliveries shall be accompanied by a delivery note and shall be delivered suitably protected; the Customer's receipt signature shall confirm delivery acceptance. The Customer shall notify Daniel Thwaites in writing immediately of any reasons

why delivery can not take place prior to the estimated delivery date, failure to accept delivery may incur additional delivery charges at the Customer's expense.

6. FORCE MAJEURE

If delivery or completion is delayed by circumstances beyond Daniel Thwaites reasonable control such as strikes, lockouts, fire, accidents, defective material supplies, delayed receipts of brought-in goods or any other cause beyond reasonable control, a reasonable extension of time shall be granted and the Customer shall pay any reasonable extra charges as shall have been occasioned by the delay.

7. LIABILITY

Products supplied by Daniel Thwaites are for sale, distribution and consumption within the UK. Should the Customer decide to export purchased products from Daniel Thwaites then the Customer does so at his own risk and should ensure the products conform to relevant product liability legislation in force and duty and taxes are paid accordingly. Daniel Thwaites accept no liability whatsoever for any presentations or representations made verbally by any representatives, employees or agents to the Customer or his agents, unless published on official documentation's or written Quotations. All reasonable effort is made by Daniel Thwaites to ensure the Goods supplied under Contract are suitable presented and protected to ensure they conform to Daniel Thwaites specifications and conform to UK and EEC legislation. It is the Customers responsibility to check all goods at time of purchase or time of delivery. Any complaint of quality must be immediately notified in writing to the Company Secretary, Daniel Thwaites Plc, sent by register post or facsimile together with full and clear details of the complaint, where the Goods were delivered or collected from and the time when the Goods were found to be defect. Daniel Thwaites take no liability whatsoever for: - defective products where the sell by date has expired, breakage's unless recorded at time of acceptance (purchase or delivery), any free issued products to be processed by Daniel Thwaites or incorporated into the Goods, indirect costs or consequential costs incurred by the Customer or his agents or his customers.

8. LAW

The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.

9. PAYMENT

An invoice shall be sent to the Customer on or after delivery of the Goods or as described in the Agreement. The Customer agrees to pay the invoice total within the time stipulated in the Agreement, the VAT registration number shall appear on all invoices. The Customer accepts that late payment will incur additional costs to cover interest and administration, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, from the date of due payment until the date of actual payment including any period after the date of any judgement.

10. PRICE

Prices quoted are exclusive of Value Added Tax (VAT) that shall be charged extra at the rate ruling at the time of dispatch, unless otherwise specifically stated in writing. The Seller shall be entitled to adjust the price charged for any Goods without prior notice to the Buyer to reflect any increase in cost to the Seller resulting from any rise in any costs of Goods to the Seller including currency fluctuations, alterations, changes in taxes, duties or levies or conformity with any Acts, Orders, Regulations or Bye-Laws applicable to such Goods.

11. PRODUCT RECALL

Daniel Thwaites shall have the sole right to instigate any product recall where the Goods supplied are found to be faulty or risk the possibility of a potential product liability claim for whatever reason, which may have been sold or passed on to a third party or incorporated into another product which has been subsequently been passed on to a third party. The Customer shall co-operate and assist Daniel Thwaites or its agents or its suppliers, with such a product recall in respect of retrieving any such Goods from his stocks or from any third parties where he has sold on or supplied the Goods.

12. PROPERTY & RISK

The property in the Goods shall pass to the Customer upon receipt of payment in full to Daniel Thwaites. Should the Customer take delivery prior to payment, then Daniel Thwaites shall have the right to retrieve any Goods previously supplied by Daniel Thwaites in the Customers possession or control up to the value of the outstanding monies. If the Goods have been sold on in the normal course of business and payment has still not been received by Daniel Thwaites then the Customer shall hold any proceeds of sale of the Goods on trust for Daniel Thwaites, until such time as payment is received by Daniel Thwaites, the Customer remains liable for payment in accordance with the Agreement. Daniel Thwaites products (Goods) must be handled with care, be kept separate and identifiable from other goods, in safe and secure premises, the Customer must insure them against all risks at full replacement value until payment is made in full to Daniel Thwaites. Risk in the property shall pass to the Customer at time of despatch from Daniel Thwaites unless agreed otherwise and stated in the Agreement. The Goods should be stored and issued to the stock rotation principle of first in first out (FIFO). Refrigeration coolers, fonts, dispense equipment, gas containers, returnable product containers, pallets and any other materials or products issued free of charge to the Customer must be returned in good order when the product has been consumed or on termination or completion of the Agreement. Daniel Thwaites reserves the right to charge the Customer for any equipment unreturned at the original cost less depreciation as determined by Daniel Thwaites, to charge for non-returned containers at full replacement cost and charge at cost of any containers returned damaged, requiring repair.

13. QUALITY

Goods manufactured and supplied by Daniel Thwaites shall comply in all respects with the Agreement description and/or Specification in writing. Products supplied by the Customer, which are to be processed or incorporated into the Goods being supplied, shall remain the responsibility of the Customer at all times. All food products shall be fit for human consumption and conform in every respect with UK and EEC requirements of the relevant Food Acts, Safety Acts, Labelling Regulations,

Pesticide Regulations, Preservatives in Food Regulations, Consumer Protection Acts and Food Hygiene Directives etc at time of leaving Daniel Thwaites premises. The Customer is responsible for reporting to Daniel Thwaites any defects or quality concerns, detected on delivery of the Goods within three working days of delivery. Quality audits and visits may be booked and be performed by the Customer or his agents through prior written agreement with Daniel Thwaites. Any personnel visiting Daniel Thwaites premises must observe site rules and be accompanied at all times. All information gained during site visits is confidential.

14. SAMPLE

Where a sample of the Goods has been exhibited and inspected by the Customer, it is hereby declared that such sample was exhibited and inspected solely to enable the Customer to judge for himself the quality of the bulk, and not so as to constitute a sale by sample.

15. TERMINATION

Daniel Thwaites shall be entitled to terminate the Agreement without any liability to the Customer, should the Customer commit a breach of contract, or makes any voluntary arrangement with its creditors (within the meaning of the insolvency Act 1986) or becomes bankrupt or becomes subject to an administration order or goes into liquidation or an encumbrance takes possession or a receiver is appointed, of any of the property or assets of the Customer or the Customer ceases, or threatens to cease to carry on business or Daniel Thwaites reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly. Then Daniel Thwaites shall be entitled to cancel the Agreement in respect of all or part by giving the Customer reasonable notice at any time prior to delivery or completion of the Goods, in such an event the Customer's liability to Daniel Thwaites shall be the costs including lost profit which can be shown to be incurred in performing the contract to the point of cancellation.

16. VARIATION & WAIVER

Neither party shall be bound by any variation, waiver or addition to these terms and conditions except as agreed by both parties and acknowledged in writing on Daniel Thwaites Agreement Amendment or official letterhead, duly authorised by the person whose name appears on the Agreement. The failure of Daniel Thwaites to enforce any rights for any breach in these Terms and Conditions shall not prevent the subsequent enforcement of the right nor shall it be deemed a waiver of any subsequent rights to enforce these Terms and Conditions.

17. WARRANTIES

Daniel Thwaites warrants the Goods for the period shown as the "best before date". In the unusual event that any of the Goods are found to be defective, contact Daniel Thwaites immediately who will replace the Goods in question, in accordance with Daniel Thwaites Returns Procedure.