

# PAVITT'S PRODUCE

## Terms & Conditions of Trading

● Purveyors of quality fresh fruit and vegetables to the catering trade

### TERMS AND CONDITIONS OF TRADING

- These Terms and Conditions supersede any other Terms previously published.
- Buckley and Nunez Limited (trading as Pavitt's Produce) is herein referred to as the Company.
- All contracts entered into between the Company and any person, firm or company (hereinafter referred to as the Purchaser) buying goods from the Company shall be subject to the following Terms and Conditions. By ordering from the Company either in writing or verbally, including facsimile and telephone orders, the Purchaser shall be deemed to accept and agree to the said Terms and Conditions.
- All ordered goods will be delivered with a priced delivery note/invoice to the specified point of delivery. Any shortages must be advised same day or within 24 hours. Credit notes will be issued against such items, or, if possible, shortages or replacements will be delivered the same day if our delivery drivers' hours will permit this. Shortages or items which require replacement that are not advised within this time cannot be credited due to the perishable nature of the goods we supply.
- The Company will endeavour to supply goods within the agreed delivery times, insofar as circumstances beyond the Company's control permit. The Company shall not be held liable whatsoever for consequential loss or damage resulting from late or non delivery.
- All prices are exclusive of Value Added Tax where applicable. Due to the day to day fluctuations in prices in the fresh produce markets, the Company reserves the right to change prices to the Customer daily in respect of such fluctuations without notice.
- Payment/credit terms are 30 days strict from month end unless written authority for special pricing, payment or trading terms has been issued to the Customer by a duly authorised member of the staff of the Company. Should the Customer not remit within the stated credit terms, the Company reserves the right to remove the credit status on the account, rendering all invoices as being due and immediately payable. In the event of the Company having to employ the services of our appointed legal agents, CRS Legal to collect any overdue monies, the Company in addition to its statutory rights, will invoice the customer an amount of 10% of any overdue balance sent for collection. Interest will be charged at 8% over Bank of England Base Rate.
- These Terms and Conditions and all contracts to which they apply shall in all respects be governed and construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.