



TERMS AND CONDITIONS OF SALES

These Terms & Conditions apply to business customers only, you are classified as a business customer if you indicate to us that the goods supplied by us will be used during your business.

- 1. These Terms and Conditions will apply to the purchase of goods details in our invoices or delivery notes (Goods) by the buyer (you) from MRC Elburton Butchery Limited (we or us)**
- 2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.**
- 3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.**

Interpretation

- 4. A “business day” means any in England and Wales.**
- 5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.**
- 6. Words imparting the singular number include the plural and vice-versa.**

Goods

- 7. The description of the Goods is set out in our delivery notes or invoices. In accepting the invoice, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us.**

Price

- 8. The price (Price) of the Goods is set out in our invoice current at the date of your order or such other price as we may agree.**
- 9. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.**
- 10. Any increase in the Price under the clause above will only take place after we have told you about it.**

Cancellation and alteration.

- 11. Details of the Goods as described in the clause above (Goods) are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.**
- 12. The invoice (including any non-standard price negotiated in accordance with the clause on Price (above)) is valid for a period of 1 day only from the date shown in it unless expressly withdrawn by us at an earlier time.**
- 13. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.**

Payment

- 15. We will invoice you for the Price either on or at any time after delivery of the Goods.**



16. You must pay the Price, either cash on delivery, or within 3 days of the date of our invoice, or otherwise according to any credit terms agreed by us.
17. If you do not pay within the period set out above, we will suspend any further orders to you without limiting any of your other rights or remedies for statutory interest, charge you interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.

Inspection and acceptance of Goods.

18. You must inspect the Goods on delivery or collection.
19. If you identify any damages, defects, or shortages, you must inform us within 24 hours of delivery, providing details.
20. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
21. Subject to your compliance with this cause and/ or our agreement, you may return the Goods and we will, as appropriate, replace, or refund the Goods or part of them.
22. We will be under no liability or further obligation concerning the Goods if:
23. if you fail to provide notice as set above; and/or
24. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
25. the defect arises because you failed to store the goods at the correct temperature, or in an appropriate environment.
26. the defect arises from misuse or alteration of the Goods, negligence, wilful damage, or any other act by you, your employees, or agents, or any third parties.
27. You bear the risk and cost of returning the Goods
28. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 1 day of delivery

Risk and title

30. The risk in the Goods will pass to you on completion of delivery.
31. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.

Termination

32. We can terminate the sale of Goods under the Contract where:
33. you commit a material breach of your obligations under these Terms and Conditions.
34. you are or become or, in the reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors.
35. you enter a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
36. you convene any meeting of your creditors, enter voluntary or compulsory liquidation, have a receiver, manager, administrator, or the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented



to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of liability

33. Our liability under the Contract, in breach of statutory duty, and tort, misrepresentation, or otherwise will be limited to this clause.
34. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions, or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest permitted by law.
35. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
36. Our total liability will not, in any circumstances, exceed the total amount of the Price payable to you.
37. We will not be liable (Whether caused by our employees, agents, or otherwise) in connection with the Goods, for:
 38. any indirect, special, or consequential loss, damage, costs, or expenses; and/or
 39. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third-party claims; and/or
 40. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 41. any loss relating to the choice of the Goods and how they will meet your purpose or the use of you of the Goods supplied.
 42. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
43. The exclusions of liability contained within this clause will not exceed or limit our liability for death or personal injury caused by our negligence, or for any matter for which it would be illegal for us to exclude or limit our liability, and for fraud or fraudulent misrepresentation.

Communications

39. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
40. Notices will be deemed to have been duly given:
 41. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
 42. when sent by email a successful receipt is generated.
 43. on the fifth business day following mailing, if mailed by national ordinary mail; or
44. All notices under these Terms and Conditions must be addressed to the most recent address, email address, or fax number notified to the other party.

Data protection

42. When providing the Goods to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of the employees of the Buyer.



43. The parties agree that where such processing of personal data takes place, the Buyer shall be the 'data controller' and the Seller shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
44. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor', and 'Data Subject' shall have the same meaning as in the GDPR.
45. The seller shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with the Buyer, and shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or any third party's purposes.
46. The seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors, or advisors on a strict "need to know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
47. The seller shall implement and maintain technical and organisational security measures as required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller's approach to data protection is specified in its Data Protection Policy. For any inquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: mrceiburtonbutchery@hotmail.com

Circumstances beyond the control of either party.

48. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the control of the party in question.

No Waiver

49. No waiver by us or any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

50. If one or more of these Terms and Conditions is found to be unlawful, invalid, or otherwise unenforceable, that/ those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable)

Law and jurisdiction

51. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the extensive jurisdiction of the English and Welsh courts.