

Trading Terms and Conditions of Sale

1. **DEFINITIONS:** In these Conditions ‘the company’ means Foodmac International Ltd, ‘the customer’ means the person or company to whom this document is addressed, ‘Goods’ means both goods and services.
2. **CONDITIONS:** These conditions shall form the basis of the contract between the company and the customer. These conditions shall apply except so far as expressly agreed in writing by the company and the customer and the signing by the company of any customer’s documentation shall not imply modification to them. Acceptance of the company’s goods by the customer shall constitute acceptance of these conditions.
3. **DESCRIPTIONS:** Dimensions and information are given in good faith for guidance only, and are not guaranteed and shall not form any part of any contract. We cannot be held responsible for any descriptive errors or authenticity of equipment. No equipment is sold as new and all goods are sold as seen. Equipment that has been refurbished may not have all original manufacturers parts fitted and may not be to manufacturers original specification. Prospective buyers should rely on their own inspection. The goods are deemed to be inspected and approved upon acceptance of the invoice, whether or not such an inspection has occurred. Whilst every effort is made to satisfy customer’s requirements, we do not represent any article we offer as being suitable for any particular purpose. Buyers must satisfy themselves that the article is fit for their intended purpose. You are therefore strongly advised to inspect all equipment prior to concluding a sale.
PAYMENT: Invoices become due for payment in full, on or before collection/delivery. No discounts or other deductions will be allowed unless previously agreed in writing. The company shall have the right to charge interest on all sums due at the rate of 3% per month until payment is received or until Judgment, whichever is the sooner. If the customer shall fail to make any payment when due or be in an incorporated company shall have a receiver appointed or shall pass a resolution for winding up or a court shall make an order to that effect, or not being an incorporated company shall have a receiving order made against him/her or shall enter into any composition or arrangement with his creditors. We retain the right to enter any premises to regain possession of goods where default in payment of any kind has taken place.
4. **DELIVERY:** Each delivery shall constitute a separate contract between the company and the customer and any delay in or failure to make any delivery shall not vitiate the contract as to the other deliveries. The company will deliver as near as possible to the site as a safe hard road permits. The customer shall provide at his own expense the labor for unloading and stacking, such labor should be made available during normal working hours unless otherwise agreed in writing between the company and the customer. Damage due to inadequate site or careless unloading shall be at the customer’s risk. The company undertakes to use its best endeavors to deliver goods on a promised date but does not guarantee to do so.
5. **PASSING OF GOODS AND RISK:** All goods remain the company’s absolute property until paid for in full whether part payment has been made or not.
6. **CLAIMS** Goods will be delivered in good condition. Any damage on arrival must be brought to the attention of the driver.. If the goods are collected by the customer then no damage claim will be recognized by the company. Goods are sold on a supply basis only unless otherwise stated. No guarantees are implied or given.
7. **HEALTH AND SAFETY:** By giving an order and thus accepting these conditions of sale, it is agreed that such an acceptance constitutes the written undertaking within terms of S6 (8) of the Health and Safety at Work Act 1974, and that the customer will ensure by proper examination, test, installation, fencing, maintenance and training workers that the goods are safe and without risk to health when properly used.
8. **LAW:** This contract shall be governed by and interpreted by English law and the customer submits to the jurisdiction of the High Court of Justice in England but the company may enforce the contract in any court of competent jurisdiction.