

SHIELDS FARMING CO. LTD.

Terms & Conditions for

Shields Dairies

Teviotdale, Hagg Farm, Ellington, Morpeth, Northumberland, NE61 5JW

Tel. 07944 940254 - admin@teviotdalefarm.com

1. DEFINITIONS

Seller	means Shields Dairies of the above address
Buyer	the person who buys or agrees to buy the goods from the seller
Goods	the product which the buyer agrees to buy from the seller
Price	the price for the goods, excluding VAT and any carriage, packaging and insurance costs

2. CONDITIONS

- 2.1. These conditions shall form the basis of the contract between the seller and the buyer in relation to the sale of goods, to the exclusion of all other terms and conditions including the buyer's standard conditions of purchase or any other conditions which the buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2. All orders for goods shall be deemed to be an offer by the buyer to purchase goods from the seller pursuant to these conditions.
- 2.3. Acceptance of delivery of the goods shall be deemed to be conclusive evidence of the buyer's acceptance of these conditions.
- 2.4. These Terms may not be varied except by the written agreement of a director of the Seller.
- 2.5. The Terms represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. PRICE

- 3.1. The Price shall be the price quoted at time of negotiations in advance of these terms or if the buyer is an ongoing purchaser then the prices set on the website or in written correspondence whichever is most up to date.

4. PAYMENT & INTEREST

- 4.1. Payment of the Price and any VAT shall be due within 14 days of the issued Seller's invoice.

- 4.2. Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a monthly basis until the date of payment at a rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.
- 4.3. The Buyer shall pay all accounts in pounds sterling, in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 4.4. Payment should be made to: Shields Farming Co. Ltd., Barclays Bank. Sort Code: 20-58-17 Account: 73282384. Using the reference provided on your invoice to cross check payment.

5. GOODS

- 5.1. The goods are described as on the website [teviotdalefarm.com].
- 5.2. The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. WARRANTIES

- 6.1. The Seller warrants that the Goods will be delivered and shall:
 - 6.1.1 conform with their description;
 - 6.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979;and
 - 6.1.3 be fit for any purpose held out by the Seller.

7. ORDERS & DELIVERY OF THE GOODS

- 7.1. The seller's order office will be open to receive orders for Goods from 8am – 2pm daily, for the next agreed delivery or collection date.
- 7.2. Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.3. Goods may be delivered in glass bottles and green poly crates. All glass bottles and poly crates must be returned to Shields Dairies on the next collection/delivery of Goods. If not the Seller may levy a charge to cover the cost of items at 20 pence per glass bottle and/or £3 per crate.
- 7.4. The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so.
- 7.5. The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.
- 7.6. If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. ACCEPTANCE OF THE GOODS/ RETURNS POLICY

- 8.1. The Buyer shall be deemed to have accepted the Goods 12 hours after delivery to the Buyer.
- 8.2. The Buyer shall carry out a thorough inspection of the Goods at the time of delivery, or within 3 hours of delivery and give notice to the delivery man, in writing or by telephone to the Seller, after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 8.3. Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject the Goods which are not in accordance with the contract.

9. TITLE AND RISK

- 9.1. Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2. Notwithstanding the earlier passing of risk, title of the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 9.3. Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 9.4. The Seller may at any time before title passes and without any liability to the Buyer;
 - 9.4.1 Repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
 - 9.4.2 For that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 9.5. The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10. CARRIAGE OF GOODS

- 10.1. Carriage may be chargeable on some sales and the rate be confirmed in writing prior to supply commencing.

11. FORCE MAJEURE

- 11.1. For the purposes of this contract, Force Majeure events means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.
- 11.2. The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12. LIMITATION OF LIABILITY: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1. Nothing in these Terms shall limit or exclude the Seller's liability for:

12.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2. Fraud or fraudulent misrepresentation;

12.1.3. Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

12.1.4. Defective products under the Consumer Protection Act 1987.

12.2. Subject to clause 12.1:

12.2.1. The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

12.3 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract

13. GENERAL

13.1. The goods are described as on the website [teviotdalefarm.com].