



Creative Food Collection General Terms and Conditions

Article 1: GENERAL

The general terms and conditions, "Creative Food Collection Ltd" shall hereinafter be referred to as "CFC" and is the **Supplier** and "Client" shall be understood to be each and every natural person / legal person with whom "CFC" enters into an Agreement or who places an order with "CFC" or any of its Supplier Partners-"SP"- to whom "CFC" /"SP" makes an offer of supply.

1.1 The below General Terms and Conditions- "GTC"- shall form a part of all the agreements and shall apply to all (other) acts and legal acts between and on the part of "CFC" /"SP" and the "Client"

1.2 If, and in so far as an agreement, an offer or a tender contains any stipulations to the contrary of the present "GTC", without the applicability of the present general terms and conditions explicitly being excluded, the remaining stipulations of the "GTC" shall explicitly remain in force.

1.3 In all circumstances the "CFC" /"SP" "GTC" shall prevail and be superior. The applicability of the general terms and conditions and/or special conditions of the client shall be only be excluded, unless "CFC" /"SP" has accepted that exclusion of such conditions in writing.

Article 2: CONCLUSION OF OFFER OR ORDERS

2.1 All tenders, offers and order confirmations shall be valid for a period of thirty days, unless stated otherwise in the offer, and can be withdrawn by "CFC" /"SP" within two working days from receipt of acceptance of the offer from the "Client".

2.2 All tenders, offers and order confirmations shall be based on data available to "CFC" /"SP" the moment they are made. If any changes occur in connection with the circumstances on which "CFC" /"SP" based aforementioned tenders, offers or order confirmations, "CFC" /"SP" shall be authorised to factor said changes into the execution of the agreement or to adjust the prices, all this without prejudice to the stipulations of the preceding section.

Article 3: REPRESENTATION

3.1 Agreements entered into on behalf of "CFC" /"SP" shall only be binding on "CFC" /"SP" if they have been entered into or confirmed by the director authorised to that effect or by the it's authorised representative holding a written power of attorney to that effect.

3.2 Only "CFC" /"SP" can invoke any violation of the authority to represent the company referred "CFC" /"SP".

Article 4: TERM OF DELIVERY

Terms of delivery and conditions referred by "CFC" /"SP" shall be free of obligation be indicative and not firm dates in the sense of the law.

4.1 The exceeding of any term of delivery by "CFC" /"SP" shall only result in default on the part of " C F C " / " S P " if "CFC" /"SP" have been given notice of default in writing by the client following expiry of the term of delivery, having due regard to a reasonable term to comply with the agreement, and still fails to deliver within said reasonable term.

4.2 "CFC" /"SP" shall be at liberty to make deliveries in batches (partial deliveries), which can be invoiced separately; the client shall then be under the obligation to pay in accordance with the stipulations of article 6 of these "GTC's".

4.3 If the agreement is dissolved due to a cause for which "CFC" /"SP" cannot be held responsible and which is not for the account and risk of "CFC" /"SP" both shall be entitled to recover the damage thus sustained by it from the "Client", which said damage shall be estimated to amount to at least 30 percent of any or all of the Agreement

4.4 Without Prejudice to the stipulations regarding Force Majeure, a potential obligation on the part of "CFC" /"SP" to pay damages in the event of non-delivery, overdue delivery or faulty delivery shall have been complied with in full if "CFC" /"SP" delivers at some future date or if delivery is not possible, through payment of an amount equalling maximum the price agreed upon.

4.5 The client agrees and accepts products according without complaint or claim for recompense if goods are supplied by "CFC" /"SP" according to the supplied technical product specification.

Article 5: PRICES

5.1 All "CFC" /"SP" prices when delivered to the UK mainland shall be inclusive of VAT, and delivery costs, those delivery costs are subject to all supplementary fuel charges levied by the haulier post any offer date.

5.2 Prices shall be free of obligation and can be adjusted at all times by "CFC" /"SP" in accordance with and without prejudice to the stipulations in section 1, if the prices of materials and raw materials have increased or if other circumstances have arisen that justify an adjustment of the price.

Article 6: PAYMENT

6.1 The "Client" shall have to effect payment without deduction, suspension, discount or set-off within the terms agreed upon.

6.2 "CFC" /"SP" shall at all times be at liberty if it has good grounds to fear that the client is potentially unlikely to comply with his obligations, to demand security from the client for compliance with his obligations, prior to delivering or continuing to deliver.

6.3 If the "Client" fails to comply with any obligations to pay as referred to hereinabove, "CFC" /"SP" shall have the right to suspend all of its obligations by virtue of the agreement as well as those by virtue of other similar engagements vis à vis the client.

6.4 Payments made by the client shall first be deducted from the client's obligation to pay damages, then from the obligation to pay the interest and costs owed and finally from the principal owed according to the invoice.

Article 7: DEFAULT

7.1 The "Client" shall be in default without any notice of default being required, the moment it does not comply or does not comply in a timely manner with any required performance resulting from the agreement (including the present general terms and conditions) with "CFC" /"SP".

7.2 The failure by the "Client" on any term resulting from the agreement (including the present "GTC"), shall immediately result in default on the "Client's" part.

7.3 Without Prejudice to its right to claim compliance with the agreement, the further performance of the agreement or the dissolution of the agreement, "CFC" /"SP" shall furthermore have the right, the moment the client is in default, to claim damages for the damage sustained by it due to said default on the client's part,

which said damage shall be estimated to amount at least to 20% of the value of any Agreement.

7.4 If the client does not comply in a timely manner with his obligations to pay a sum of money, he shall owe "CFC"/"SP" an interest of 1% per month on the amount then owed from the moment the default commenced, whereby a part of a month shall have to be regarded as a whole month.

7.5 Upon any Default by the "Client", all claims "CFC"/"SP" has on the client, shall be immediately claimable without reservation.

7.6 Regardless default, "CFC"/"SP" shall have the right to dissolve the agreement if there is reasonable ground to assume that the client shall not comply with his obligations, shall go bankrupt or shall apply for suspension of payments, all this without notice of default or judicial intervention and without prejudice to other rights vested in "CFC"/"SP". such as the right to damages.

Article 8: RETENTION OF TITLE

8.1 Despite the actual delivery of the goods delivered, they shall remain the property of "CFC"/"SP" until the client has complied with all of his obligations to "CFC"/"SP" pursuant to the agreement, including the purchase price, potential additional charges owed further to the present general terms and conditions or the agreement, interest, taxes, costs and damages.

8.2 The goods delivered by "CFC"/"SP" shall be fully for the "Client's" account and risk as from the moment of delivery, all this without prejudice to the stipulations in Section 1.

8.3 If the client fails in any way to comply with his obligations vis à vis "CFC"/"SP", "CFC"/"SP" shall have the right to take aforementioned goods back without any judicial intervention, without prejudice to other rights resulting for "CFC"/"SP" from the failure on the part of the client to comply with his obligations. Costs to be incurred by "CFC"/"SP" to take back aforementioned goods, shall be at the "Client's" cost plus a surcharge of at least 20% of the value of the goods taken back.

8.4 The "Client" shall not in any way be allowed to make use of the goods referred to in section 1 without the written consent to that effect of "CFC"/"SP". in the sense that the client shall not be allowed to sell the goods, to make them available to a legal person, to pledge them or to otherwise encumber them.

Article 9: COLLECTION

9.1 If "CFC"/"SP" proceeds to collection measures in order to obtain claimable debts from the client, all the corresponding costs, both judicial and extrajudicial, including costs of the proceedings and legal assistance costs, shall be for the client's account.

9.2 The costs referred to in section 9.1, shall amount to at least £250, but if they result in a higher amount, they shall in any case amount to 15% of the value of the Agreement to be regardless whether or not said costs have actually been incurred by "CFC"/"SP".

9.3 All amounts received from the "Client", shall be used to pay the debts the "Client" may have incurred with "CFC"/"SP" in respect of which "CFC"/"SP" have not stipulated a retention of title or in respect of which the goods delivered cannot be returned under retention of title. Then, all amounts received from the "Client", shall first be applied to all the interest and costs as referred to in the present article and in article 8 potentially owed.

Article 10: COMPLAINTS

10.1 Complaints or claim for short delivery must be made to "CFC"/"SP" not later than 48 hours after the date of delivery post which no claim is acceptable. The onus of proof that a complaint has been filed in due time, shall rest with the client.

10.2 A complaint must be filed with "CFC"/"SP" in writing only, accompanied by an extensive and clear description of the objections and the defects established.

10.3 Complaints as referred to in the first section shall not permission the "Client's" obligation to pay for the goods.

10.4 A shortcoming in the performance of the agreement established by the client or defects relating to the Supply, shall never entitle the "Client" to refuse or to return the goods delivered by "CFC"/"SP". The "Client" shall be under the obligation to give "CFC"/"SP" the opportunity to remedy any alleged the defects.

Article 11: PRESCRIPTION

To the extent not otherwise provided for in the present general terms and conditions, the "Client's" Rights of Action and other powers vis à vis "CFC"/"SP" by any virtue whatsoever, shall in any case lapse 6 months from the moment the existence of said rights and powers became known to the client or could have been known to him in reason.

Article 12: FORCE MAJEURE

12.1 If circumstances arise beyond the control of "CFC"/"SP" whether or not they could already have been foreseen the moment the agreement was concluded, of such a nature that "CFC"/"SP" cannot be demanded in reason to comply with the agreement. "CFC"/"SP" shall have the right to, (i) adjust the prices and/or to (ii) wholly or partially cancel the agreement, without being held to pay any damages.

12.2 The following shall be understood to be, among other things, circumstances as referred to in section 1: war and risk of war, strike, demonstrations, acts of war, riots, terror, floating ice, floods, water damage, storm, fire, interruption of operations, accidents, shortage of staff, epidemics, pandemics, import and/or export prohibitions, measures imposed by UK or foreign authorities and furthermore all (other) circumstances such as fluctuations in the exchange rate, that render the agreement more troublesome and/or more costly for "CFC"/"SP" than it was the moment the agreement was concluded.

12.3 If "CFC"/"SP" is permanently or temporarily unable to comply with the agreement as a result of an imputable failure or not on the part of one or several of its suppliers, compliance with the agreement cannot be demanded in reason and "CFC"/"SP" shall not be held to pay any damages.

Article 13: INTELLECTUAL PROPERTY

13.1 The ownership of and all the industrial and intellectual property rights to designs, drawings or sketches, formulae, descriptions, models, (corresponding) specifications and/or documentation, as well as all other pieces of work such as logos and other (trade)marks, shall at all times be vested in "CFC"/"SP"

13.2 All costs to be incurred by "CFC"/"SP" due to an infringement of industrial and/or intellectual property rights vested in "CFC"/"SP", shall be the liability of the "Client's" account.

13.3 The client is not permitted to use any of the industrial and/or intellectual property rights of "CFC"/"SP". without the prior written consent of "CFC"/"SP".

13.4 The client shall strictly adhere to the guidelines and instructions on the use of the industrial and intellectual property rights as provided by "CFC"/"SP".

13.5 The "Client" will indemnify and hold "CFC"/"SP" harmless against any claims from third parties related to the use of any industrial and/or intellectual property right and against all damage and costs that "CFC"/"SP" will suffer or incur in relation to such a claim.

13.5 The "Client" shall not have any rights to any of the industrial and/or intellectual property rights nor any goodwill related thereto, apart from the right of use as referred to above.

13.6 These rights are and will remain vested in "CFC"/"SP". The "Client" shall promptly inform "CFC"/"SP". of any infringement or threatening infringement by third parties of the industrial and/or intellectual property rights vested in "CFC"/"SP" of which the client becomes aware.

Article 14: LIABILITY AND INDEMNIFICATION

14.1 "CFC"/"SP" shall never be liable for any damage sustained by the "Client" and/or any third party, including consequential damage, immaterial damage, industrial or environmental damage.

14.2 "CFC"/"SP" shall not be liable for the transport of food products by the "Client" or any consequences thereof, including in the event the Transport is executed using material supplied by "CFC"/"SP".

14.3 "CFC"/"SP" shall not be liable for any acts or omissions on the part of any third party whose services "CFC"/"SP" calls in for the execution of an agreement.

14.4 To the extent "CFC"/"SP". can be deemed liable by any virtue whatsoever, and "CFC"/"SP" is held to pay damages, the overall liability of "CFC"/"SP". shall be limited to the compensation of direct damage up to maximum the amount of the price paid on the basis of said Agreement.

Article 15: CHOICE OF LAW AND COMPETENT COURT

15.1 English Law and the Courts of England shall apply to the agreement and the present general terms and conditions.

15.2 These Terms having been advertised on our website are deemed to have been served on the Client

Article 16: PRIVACY STATEMENT

16.1 "CFC"/"SP" shall protect the client's privacy and shall take the responsibility regarding the security of client information. We refer to the privacy policy on our website.

08/03/2026