



TERMS AND CONDITIONS OF SALE

1 INTERPRETATION

- 1.1 In these Terms and Conditions of Sale (“**Terms**”): (a) clause headings shall not affect the interpretation of these Terms; (b) words importing one gender shall be treated as importing any gender; (c) words importing individuals shall be treated as importing corporations and vice versa; (d) words importing the singular shall be treated as importing the plural and vice versa; (e) a reference to a statute or other law shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of; and (f) references to “**include**” and “**including**” (or any similar term), are not to be construed as implying any limitation.

2 SUPPLY OF GOODS

- 2.1 You may purchase food products (“**Goods**”) from us by placing an order with one of our sales representatives, whether in person or by telephone, email, SMS or other messaging service (“**Order**”). Each Order shall be deemed a separate offer by you to purchase the Goods on the terms set out in these Terms.
- 2.2 A contract between you and us for your Order will only be formed once we have accepted your Order. We will accept your Order by notifying you in writing (which may include email, SMS or other messaging service) or simply commencing the supply of the Goods in accordance with the Order. We will tell you if we are unable to accept your Order.
- 2.3 Once your Order has been accepted by us, the Order and these Terms constitute the contract between you and us for the Goods set out in the Order (“**Contract**”). In the event and to the extent of any conflict or inconsistency between the Order and these Terms, unless the Order expressly states otherwise, these Terms shall prevail.
- 2.4 The Contract is the only agreement between you and us. No other terms shall form part of the Contract, including any terms that you seek to impose on us, any terms contained in or referred to in any purchase order issued by you or elsewhere, or any terms implied by trade, custom, practice or course of dealing.
- 2.5 You are responsible for ensuring that your Order is correct and accurately reflects your requirements. If you become aware of any error on your Order, you must notify us immediately. We reserve the right to accept or refuse amendments and cancellations in our absolute discretion. Once Goods have been despatched or made available for collection, Orders cannot be amended or cancelled in any circumstances.
- 2.6 Any samples, drawings, descriptive matter, or advertising produced by us and any descriptions or illustrations contained in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or have any contractual force.

3 DELIVERY

- 3.1 Where you and we agree that you will collect the Goods from our premises, you shall collect the Goods from our premises on the estimated delivery date agreed between you and us (“**Delivery Date**”).
- 3.2 Where you and we agree that the Goods will be shipped to you, we will ship the Goods to the delivery address specified on your account, or such other delivery address as we may agree with you from time to time, by the Delivery Date (subject always to clause 3.4).
- 3.3 Completion of delivery of the Goods (“**Delivery**”) will be deemed to take place: (a) in the case of Goods to be collected from our premises, when we place the Goods at your or your carrier’s disposal for loading at our premises; or (b) in the case of Goods to be shipped to you, when the Goods arrive at the relevant delivery address. All Goods must be signed for on receipt by you.

- 3.4 We will use reasonable endeavours to Deliver the Goods, or make them available for collection (if applicable), on the Delivery Date, but you agree that time shall not be of the essence.

- 3.5 Without prejudice to your rights under clause 12.1, delays in Delivery will not entitle you to refuse to take delivery of the Goods, claim damages, or terminate the Contract.

- 3.6 If we fail to Deliver the Goods at all, our liability shall, subject to clause 10, be limited 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. We shall have no liability for any failure to Deliver the Goods to the extent that such failure is caused by circumstances outside our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 3.7 We may Deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in Delivery or defect in an instalment shall not entitle you to cancel any other instalment.

- 3.8 If you fail to collect the Goods from us or fail to take receipt of the Goods (as applicable), unless such failure is caused by our failure to comply with our obligations under the Contract: (a) Delivery shall be deemed to take place at 9.00am on the Delivery Date; (b) we will store the Goods until actual Delivery takes place; and (c) we will charge you, and you will pay, for all related costs and expenses (including insurance) in respect of any such storage.

- 3.9 Pallets must be returned to us in the condition in which they were delivered to you. A charge of £5 (ex VAT) per pallet will apply to any pallets returned in a damaged condition. If we notify you that we require you to return any other packaging materials to us, such packaging materials shall remain our property and you will make them available for collection by us in good condition at any time we reasonably request. Returns of packaging materials shall be at our expense.

4 WARRANTY

- 4.1 We warrant that at the time of Delivery the Goods will: (a) conform in all material respects to their description; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended); (c) be free from material defects in design, material and workmanship; and (d) comply with all applicable statutory and regulatory requirements.

- 4.2 We will package and secure the Goods in a manner to enable their Delivery in good condition.

- 4.3 We will comply with all applicable laws, enactments, orders, regulations and other legally binding instruments relating to the manufacture, production, packing, packaging, marking, storage, handling and Delivery of the Goods.

- 4.4 Except as set out in this clause 4, we give no warranty and make no representations in relation to the Goods and all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including the conditions implied by sections 13-15 of the Sale of Goods Act 1979) are hereby excluded to the fullest extent permitted by law.

5 ACCEPTANCE AND DEFECTIVE GOODS

- 5.1 Subject to clause 5.3, you may reject any Goods that do not comply with clause 4.1, provided that you give written notice of rejection to us: (a) in the case of a defect that is apparent on normal visual inspection, within forty-eight (48) hours of Delivery; or (b) in the case of a latent defect, within a reasonable time and in any event within forty-eight (48) hours of the defect having become apparent. In these



- circumstances you must provide such written and photographic evidence as we may reasonably request to demonstrate the defect in (or other non-compliance of) the Goods.
- 5.2 If you fail to give notice of rejection in accordance with clause 5.1, you shall be deemed to have accepted the Goods.
- 5.3 We will not be liable for a failure of the Goods to comply with clause 4.1 in any of the following events: (a) you make any further use of the relevant Goods after giving notice in accordance with clause 5.1; (b) the defect or other non-compliance arises because you failed to follow our oral or written instructions for the care, storage or use of the Goods or (if there are none) good trade practice regarding the same; (c) the defect or other non-compliance arises as a result of your negligence, wilful damage or abnormal storage conditions; (d) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; (e) you fail to give us a reasonable opportunity to inspect and/or recover the Goods or you fail to provide written and/or photographic evidence of the defect in (or other non-compliance of) the Goods to our reasonable satisfaction.
- 5.4 If you reject Goods in accordance with clause 5.1, you shall be entitled (as your sole and exclusive remedy) to require that we: (a) repair or replace the rejected Goods; or (b) repay the price of the rejected Goods in full. The terms of the Contract shall apply to any repaired or replacement Goods supplied by us.
- 5.5 You shall be solely responsible for the costs of returning any Goods to us unless you have complied in full with this clause 5 and, following our examination of the Goods and/or your evidence of the defect or other non-compliance of the Goods, we confirm to you that we are responsible for such defect or other non-compliance.
- 6 TITLE AND RISK**
- 6.1 Risk in Goods shall pass to you on Delivery.
- 6.2 Subject to clause 6.4, title to Goods shall not pass to you until we receive full payment for the Goods in cash or cleared funds.
- 6.3 Until title to Goods has passed to you, you shall: (a) store those Goods separately from all other goods held by you so that they remain readily identifiable as our property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Goods; (c) notify us immediately if you become subject to any of the events listed in clause 12.3; and (d) maintain those Goods in first-class condition and keep them insured on our behalf for their full price against all risks with an insurer that is reasonably acceptable to us. You shall obtain an endorsement of our interest in the Goods on your insurance policy, subject to the insurer being willing to make the endorsement. On request, you shall allow us to inspect those Goods and the insurance policy.
- 6.4 Subject to clause 6.5, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time, you do so as principal and not as our agent and title to those Goods shall pass from us to you immediately before the time at which resale by you occurs.
- 6.5 If, before title to Goods passes to you, you become subject to any of the events listed in clauses 12.1, 12.2 and 12.3, then, without limiting any other right or remedy we may have: (a) your right to resell the Goods or use them in the ordinary course of your business ceases immediately; and (b) we may at any time: (i) require you to deliver up all Goods in your possession that have not been resold or irrevocably incorporated into another product; and (ii) if you fail to do so promptly, enter any premises of yours or of any other person where the relevant Goods are stored to recover them.
- 7 PRODUCT RECALL**
- 7.1 If you are the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market ("**Recall Notice**") you shall immediately notify us in writing enclosing a copy of the Recall Notice.
- 7.2 Unless required by law, you may not undertake any recall or withdrawal without our written permission and only then in strict compliance with our instructions about the process of implementing the withdrawal.
- 7.3 You will undertake a recall or withdrawal of the Goods where reasonably required by us to do so.
- 8 PRICE OF GOODS**
- 8.1 Subject to clause 8.4, the price of the Goods shall be as specified in the relevant Order ("**Price**"). Unless stated in the relevant Order or otherwise agreed, the Price includes all applicable delivery and packaging costs. For deliveries outside the UK, unless we agree otherwise in writing from time to time (which shall be on a temporary basis only), you are solely responsible for import clearance and payment of applicable local taxes and import duties and shall ensure these are paid at the appropriate time to allow on-time delivery of Goods (including provision of any paperwork and registration to all relevant third parties).
- 8.2 We will provide all such evidence as you may reasonably request in order to verify invoices submitted by us.
- 8.3 All amounts payable under the Contract are (unless expressly stated otherwise) exclusive of any applicable VAT and any VAT chargeable on such amounts will be paid in addition to the amount in question.
- 8.4 We may adjust our pricing at any time and for any reason, including for example to reflect any increase in the cost of raw materials, the cost of transport, the prices charged by our suppliers, the rate of the UK Consumer Prices Index or any applicable taxes, duties or customs charges. However, any adjustment in our pricing will not affect the Price applicable to any existing Contract.
- 9 PAYMENT**
- 9.1 We shall be entitled to invoice you in respect of each Contract at any time after we have accepted your Order in accordance with clause 2.2.
- 9.2 You shall pay undisputed invoices in full and in cleared funds within the period agreed between you and us on account set-up (or as otherwise agreed in writing from time to time). All payments shall be made in pounds sterling (or such other currency as may be agreed in writing from time to time) to the bank account nominated in writing by us from time to time. Time for payment is of the essence.
- 9.3 If you dispute any invoice or other statement of monies due, you shall immediately notify us in writing. You and we shall negotiate in good faith to attempt to resolve the dispute promptly. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in clause 9.2.
- 9.4 In certain circumstances, we may require payment in advance of Delivery, for example in the case of new account openings. Where we require payment in advance of Delivery, we shall be under no obligation to deliver any Goods if you have not paid for the Goods in accordance with clause 9.2 or if there is a dispute in respect of the relevant invoice. We may set and vary credit limits from time to time and withhold all further supplies if you exceed such credit limit.
- 9.5 If you fail to pay any sum payable by the due date for payment under the Contract, you shall pay interest on the overdue sum for the period from and including the due date of payment up to the date of actual payment (after as well as before judgment). Interest shall accrue from day to day and shall be paid on demand at the rate of four per cent (4%) above the base rate from time to time of the Bank of England.
- 9.6 Without prejudice to any right to claim for interest, all payments payable to us by you under the Contract shall become immediately due and payable: (a) on termination of the Contract for any reason; or (b) if you become subject to any of the events listed in clause 12.3.
- 9.7 If any tax and/or duty is payable on any amount payable to us under the Contract, the amount payable shall be



- increased by such amount as ensures that, after payment of any tax and/or duty, there shall be left an amount equal to that which would otherwise be payable under the Contract.
- 10 LIABILITY**
- 10.1 Nothing in the Contract shall exclude or limit a party's liability (or the other party's remedies) for: (a) death or personal injury arising from its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability to the extent that such liability may not be excluded or limited as a matter of applicable law.
- 10.2 Subject to clause 10.1, our maximum aggregate liability under or in connection with the Contract (howsoever arising and including as a result of breach of contract, tort (including negligence), statutory duty or otherwise) shall not exceed 100% of the Price.
- 10.3 Subject to clause 10.1 and without prejudice to clause 10.2, our maximum aggregate liability under or in connection with all contracts between you and us (including the Contract) (howsoever arising and including as a result of breach of contract, tort (including negligence), statutory duty or otherwise) shall not exceed the sum of £500,000.
- 10.4 Subject to clause 10.1, we shall have no liability under or in connection with the Contract (howsoever arising and including as a result of breach of contract, tort (including negligence), statutory duty or otherwise) for any: (a) direct or indirect: (i) loss of profits; (ii) loss of contracts; (iii) loss of business; (iv) loss of or damage to goodwill or reputation; (v) loss or corruption of data; (vi) wasted management time; (vii) loss of anticipated savings; or (b) special, indirect or consequential loss or damage of any kind, even if we have been advised of the possibility of such damages or losses (provided that nothing in clause 10.4 shall limit or exclude our liability for direct loss or damage).
- 10.5 We shall not be liable for any delay or failure in the performance of our obligations caused by a failure or delay by you to perform your obligations under the Contract, or any compliance by us with instructions issued by you in relation to which we have raised a concern.
- 11 NOTICES**
- 11.1 Unless expressly provided otherwise, all notices and other communications to be given under the Contract must be in writing and shall be delivered: (a) by hand (including by courier); (b) pre-paid first class post or other next day delivery service; (c) pre-paid airmail; or (d) email (sent with a delivery receipt request). Notices shall be sent to us at Grafton House Icon Harlow, Third Avenue, Harlow, Essex CM19 5AW and/or info@sopinternational.com. Notices shall be sent to you at the postal address or email address (as applicable) specified on your account with us. You and we may update our addresses for notices by giving the other party written notice in accordance with this clause 11. Such notice shall be treated as having been given and received: (a) if delivered by hand, at the time of delivery; (b) if sent by UK pre-paid first class post or other next day delivery service to a UK postal address, at 9.30 a.m. on the second (2nd) clear day after the date of posting; (c) if sent by pre-paid registered airmail, at 9.30 a.m. on the fifth (5th) clear day after the date of posting; and (d) if sent by email, at the time recorded in the delivery receipt.
- 12 TERMINATION**
- 12.1 We may terminate the Contract if: (a) you fail to pay any amount due under the Contract or any other contract between you and us by the due date for payment and you remain in default not less than fourteen (14) days after being notified to make such payment; or (b) you do or omit to do anything that causes or is likely to cause damage to our name, image or reputation.
- 12.2 Either party may terminate the Contract if the other party commits a material breach of any term of the Contract (excluding a payment obligation) and that breach is: (a) incapable of remedy; or (b) capable of remedy, but the party in breach fails to remedy the breach within thirty (30) days after being notified in writing to do so.
- 12.3 Either party may terminate the Contract if: (a) the other party suspends, or threatens to suspend, payment of its debts; (b) the other party becomes insolvent; (c) the other party enters into liquidation, whether voluntary or compulsory; (d) the other party passes a resolution for its winding up; (e) the other party has a receiver or administrator appointed over the whole or any part of its assets; (f) the other party makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt; (g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 12.3(a)-(f) inclusive; (h) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business (other than a temporary cessation which arises in circumstances beyond that party's control); or (i) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 12.4 Without limiting our other rights or remedies, we may suspend provision of the Goods under the Contract or any other contract between you and us if you become subject to any of the events listed in clauses 12.1, 12.2 and 12.3 or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under the Contract or any other contract between you and us on the due date for payment.
- 12.5 Termination of the Contract shall not affect: (a) the rights or liabilities of either party accrued prior to and including the date of termination; or (b) the continued existence and validity of the rights and liabilities of the parties under those clauses that are expressed to, or by implication are intended to, survive termination, including clauses 4.4, 5, 6, 7, 8, 9, 10, 12.5 and 14.
- 13 ANTI-BRIBERY AND ANTI-SLAVERY**
- 13.1 Each party shall comply with the Bribery Act 2010 (and other applicable bribery laws) including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that its personnel, all others associated with it and all of its subcontractors involved in performing the Contract so comply. Without limiting the foregoing, neither party shall make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the UK or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf. The expressions "adequate procedures" and "associated with" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 13.2 Each party shall, and shall use all reasonable endeavours to ensure that its personnel and all of its subcontractors involved in performing the Contract shall, comply with Anti-Slavery Law, as relevant to the performance of the Contract. Each party shall use reasonable endeavours on a continuing basis to ensure that Slavery is not taking place in its supply chains. The expression "Anti-Slavery Law" means all applicable laws relating to the prevention, prohibition and/or outlawing of Slavery in the UK and in any other relevant jurisdiction and the expression "Slavery" means all forms of modern slavery, human trafficking, forced labour, child labour, involuntary servitude and debt bondage.
- 13.3 Each party shall notify the other in writing immediately if it becomes aware of a breach of this clause 13.
- 14 GENERAL**
- 14.1 We shall be entitled to assign our rights and obligations set out in the Contract. We may also subcontract or delegate any of our obligations under the Contract. You shall not transfer your rights and/or obligations to third parties, whether in whole or in part, without our prior written consent.



- 14.2 Neither party shall be liable to the extent that it is delayed in or prevented from performing its obligations under the Contract to the extent that it is delayed in or prevented from doing so due to any act, event, non-happening, omission or accident beyond its reasonable control (including acts of any government, adverse weather, natural disaster, fire, explosion, epidemic, pandemic, labour dispute including strikes, war, terrorist activity or civil commotion.
- 14.3 Each party shall keep secret and confidential all information disclosed to it by the other party (whether in writing, verbally or otherwise) under or in connection with the Contract which is of a confidential or proprietary nature. The receiving party shall not use, disclose, exploit, copy or modify such confidential information except for the purposes of the proper performance of the Contract or with the prior written consent of the disclosing party (and provided that such disclosure must be made subject to obligations equivalent to those set out in the Contract). For the avoidance of doubt, the Price shall be treated as our confidential information. The restrictions in this clause 14.3 shall not apply to any information that: (a) was in the public domain at the date of the Contract (b) comes into the public domain subsequently other than as a consequence of any breach of the Contract; or (c) is required to be disclosed by law, a court of competent jurisdiction or a regulatory authority.
- 14.4 Notwithstanding clause 14.3, we may make announcements relating to the existence of the Contract or its subject matter and make press releases or other publicity and enter into advertising and marketing in relation to the Contract.
- 14.5 Where either party has incurred any liability to the other, whether under the Contract or otherwise, the party incurring such liability shall not be entitled to set off the amount of such liability against any sum or sums that would otherwise be due to it under the Contract.
- 14.6 You acknowledge that we shall be a separate independent controller of any personal data that you provide to us for the purpose of performing our obligations and exercising our rights under the Contract. You shall ensure that you have all necessary consents and notices in place to enable lawful transfer of such personal data to us for this purpose. Any personal data provided to us in connection with the Contract will be processed in line with our Privacy Notice (available at: <https://www.sopinternational.com/images/privacy-policy.pdf>)
- 14.7 The failure of either party to enforce or exercise at any time any term or any right under the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect that party's later right to enforce or to exercise it.
- 14.8 If any term of the Contract is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Contract and shall in no way affect the legality, validity or enforceability of the remaining terms, provided that if any provision of the Contract is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 14.9 Nothing in the Contract is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 14.10 The Contract contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether (oral or in writing).
- 14.11 Each party agrees that it has not relied upon, and will have no remedy in respect of, any representation, statement, assurance or warranty that is not expressly set out in the Contract.
- 14.12 No modification or variation of the Contract shall be valid unless it is in writing and signed by each of the parties to the Contract.
- 14.13 We may amend these Terms from time to time. However, the Contract will be subject to the Terms in force at the time the Contract is made, except to the extent that any change is required by law, regulation or governmental body (whether before or after the Contract is made) or we notify you of any changes before the Contract is made. The version of these Terms in force from time to time is available on our website at: www.sopinternational.com.
- 14.14 Nothing in the Contract constitutes, or will be deemed to constitute, a partnership between the parties nor make either party the agent of the other party.
- 14.15 The parties do not intend that any term of this Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 (or otherwise) by any person who is not a party to this Contract.
- 14.16 The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- 14.17 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract. Notwithstanding the foregoing, you irrevocably agree that we shall have the right to take, and shall not be prevented from taking, proceedings against you to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that we may take such proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.