



1.AVAILABILITY. All goods herein are subject to fluctuations, and stocks remaining unsold.

2.PRICES: We reserve the right to change prices without notice.

- 3.TERMS**
- The prices quoted are exclusive of Value Added Tax. Cash is payable on or before each delivery unless credit facilities have been arranged with your sales representative and confirmed in writing.
 - CREDIT ACCOUNT PAYMENTS:** Are due 30 days from date of invoice, ("the Payment Date")
 - OVERDUE ACCOUNTS:** Interest at 8% per calendar month will be charged after the Payment Date on all overdue accounts without any prejudice to our rights to pursue such outstanding sums.

- 4.PAYMENT**
- Payment can be made by CARD/ONLINE SAGE "PAY NOW"/CHEQUE / BACS / STANDING ORDER made payable to MEVALCO FINE FOODS FROM SPAIN LTD (herein after called the Seller).
 - It remains the responsibility of the buyer to ensure THAT ANY payments made to the Seller or its representatives are receipted, asking for by the provision of a receipt or that any payments made are acknowledged and signed for as being received upon the delivery note or invoice.
 - Orders will not be dispatched whilst any overdue account remains unpaid.**

- 5.DELIVERY**
- PASSING OF RISK:** Delay in delivery shall not give rise to any liability upon the Seller or entitle the Buyer to cancel the contract whether or not any time or date is given for delivery. The goods shall be at the Buyer's risk on any delivery or collection to the Buyer arranged by the Buyer's carrier.
 - DAMAGE IN TRANSIT:** When the price of the goods includes the cost of delivery outside the Seller's premises, the Seller will replace, free of charge, goods lost or damaged in transit, provided the Buyer or consignee shall:
 - Give the Seller notice by telephone on the day of delivery, confirmed in writing within three days from the day of delivery, detailing the nature of the loss and damage; and
 - Where the goods are delivered by outside carriers comply with such carrier's conditions of carriage for notification of such claims.
 - Return of stock due to fault or condition, can only be accepted if legitimate fault, due to the product or its packaging. Any damage that is judged to have been caused due to negligence by the Buyer will not be accepted for credit.
 - The Buyer is required to provide correct information for delivery, the Seller takes no responsibility for the delay or return of stock due to information being incorrect and will apply re-delivery passed on by our carrier.

- 6.CLAIMS**
- DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE** except as provided in 5b of the Unfair Contract Terms Act, 1977 (liability for death or personal injury resulting from negligence), the Seller accepts no responsibility in any circumstances for any direct, indirect or consequential loss or damage, howsoever arising, which the Buyer may sustain in connection with goods supplied.
 - INDEMNITY:** The Buyer shall indemnify the Seller against all claims in respect of any loss, injury or damage sustained by a third party arising from the sale of the goods to the Buyer howsoever caused.

- 7.TITLE**
- The goods shall be retained by (the Seller) until payment in full is received. In the event of non-payment by the Buyer by the Payment Date or if the Buyer shall in the opinion of the Seller be unable to settle his commitments, the Seller shall be entitled to enter any premises where the goods may be and recover possession of same.
 - Under no circumstances shall title pass to another party until full payment to the Seller.
 - Any conditions of contract that the Buyer may purport to impose shall form no part of the contract between the Buyer and the company. Any variation of these terms and conditions of contract must be agreed in writing by a Director and none of the company's employees or agents has any authority to bind the company by any oral agreement at variance with these terms and conditions of sale.
 - In the event of stock being returned to settle any outstanding account, the value of that stock shall be assessed and will only be accepted upon the possible re-sale of that stock, taking into account the original date of purchase, vintage and condition of products returned.

- 8.NEW ACCOUNTS**
- Credit accounts operate at the sole discretion of the Seller and will be opened only-upon receipt by the Seller of a customer assessment form (in the form as prescribed by the Seller) and upon the provision of one bank reference, two trade references and the personal contact details of the owner. The Seller reserves the right to withdraw any such credit account at its own discretion and without notice.
 - A new business, which cannot supply trade references would require a personal guarantee to be completed by the owner where the Buyer is a corporate entity requesting credit. Such personal guarantee to be in the form as prescribed by the Seller.

9.FORCE MAJEURE. This Seller shall not be liable for the failure to fulfil any terms of any transaction governed by these conditions of sale if fulfilment has been delayed, hindered or prevented by any circumstances whatsoever which is not directly within its control.

10.LAW. The contract shall be subject to and interpreted in accordance with the laws of England and Wales.

ORDERS CAN ONLY BE ACCEPTED ON CONDITIONS OF CUSTOMERS AGREEMENT TO THE ABOVE CONDITIONS. To avoid confusion- PLEASE DESTROY ALL PREVIOUS PRICE LISTS. E & O.E.

PRICES are subject to market fluctuation, exchange rate and Government duty or VAT increases, or goods remaining unsold. Split cases of wine may incur a surcharge and individual pickling charges from our bonded warehouse.

PAYMENT for approved credit accounts is 30 days from date of invoice otherwise stock sold is on cash with order basis, in all cases prices quoted are exclusive of VAT which is additionally charged at the current rate.

DELIVERY is free within our defined area of operation upon minimum order values being fulfilled.

NATIONAL delivery will incur standard delivery charges unless a minimum full single or mixed pallet quantity has been ordered

MINIMUM ORDER

£100

SURCHARGES ON PARCEL/PALLET DELIVERIES Exclusive of VAT

Orders with a value-<£100 a £15 surcharge will be applied

Orders with a value-<£150 a £12 surcharge will be applied

Specific time Request Orders; a £12 surcharge will be applied. £17.50 before 10:30

Collection discounts may apply to minimum purchase and payment terms being agreed.

Sales are subject to payment terms being agreed and approved duty and VAT payment accepted by the Seller.

A surcharge will be added to credit card payments.