

GPS FOOD GROUP



GPS FOOD GROUP (UK) LIMITED

Windsor House, Queensgate, Britannia Road, Waltham Cross, Herts EN8 7NX, United Kingdom

Telephone +44 (0) 208 498 6750 Fax +44 (0) 1992 715872

CREDIT ACCOUNT APPLICATION FORM

Name <small>(Legal Entity)</small>			
Trading Name			
Registered Address		Invoice Address: <i>(if different)</i>	
Country		Country	
Postcode		Postcode	
Please Supply additional Delivery Address details separately			
Type of Business	Company	Company Reg No	
	Partnership	VAT Number	
	Sole Trader	Date Established	
CONTACT DETAILS			
PURCHASING		ACCOUNTS	
Name		Name	
Title		Title	
Email		Email	
Monthly Purchase Requirement			
Terms Requested			
Other			
I (We) agree to the Standard Terms & Conditions of GPS Food Group (UK) Limited <i>(signed and stamped copy attached)</i>			
SIGNATURE		Company Stamp	
NAME & TITLE			
DATE			

STANDARD TERMS AND CONDITIONS OF SALE OF GPS FOOD GROUP (UK) LTD

1. **INTERPRETATION**
1.1 In these conditions Buyer means the person who accepts a quotation of the Seller for the sale of goods or whose order for the goods is accepted by the Seller.
1.2 "Goods" means the goods (including any attachment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions. "Seller" means GPS Food Group (UK) Ltd a Company incorporated under the Companies Acts and having its Registered Office at Windsor House, Britannia Road, Waltham Cross, Hertfordshire, EN8 7NX. "Conditions" means the Standard Terms and Conditions of Sale set out in this document and (unless the contract otherwise requires) includes any special terms and conditions agreed in writing between Buyer and the Seller.
1.3 "Contract" means Contract for the purchase and sale of the goods.
1.4 Any reference in these conditions to any provision of Statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
1.5 The headings in these conditions are for convenience only and shall not affect their interpretation.
2. The Contract between the Seller and the Buyer is governed by these Conditions which are incorporated into every Contract for the sale of the goods between the Seller and the Buyer unless varied in writing by the Seller. These Conditions proceed over any Standard Conditions of the Buyer and, if any earlier, accepted delivery of goods to the Buyer shall be deemed to be acceptance of these Conditions by the Buyer.
3. It is a material and essential condition of this Contract that the Buyer at all times ensures that the goods supplied are kept after delivery at a maximum temperature of 2 degrees centigrade for chilled fresh goods and minus 18 degrees centigrade for frozen goods.
4. **PRICE OF GOODS**
4.1 The price of the goods shall be at the price agreed by the Seller and Buyer in writing at the Date of Order or, where no price has been agreed the price listed in the Sellers published price list current at the Date of Acceptance of the Order.
5. **TERMS OF PAYMENT**
5.1 Subject to any special terms agreed in writing between the Buyer and the Seller the Seller shall be entitled to invoice the Buyer for the price of the goods on or at any time after delivery of the goods, unless the goods are to be collected by the Buyer, or the Buyer wrongfully fails to take delivery of the goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the goods are ready for collection or (as the case may be) the Seller has tendered the delivery of the goods.
5.2 The Buyer shall pay the price of the goods within 7 days of the Seller's invoice not withstanding that the Buyer may not have taken place and that the property and the goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment shall be issued only on request.
5.3 If the Buyer fails to make any payment on the due date then the Seller without prejudice to any other right or remedy available to the Seller shall be entitled to:-
5.3.1 Cancel the Contract or suspend any further deliveries to the Buyer.
5.3.2 Appropriate any payment made by the Buyer to each of the goods (or the goods supplied under any other Contract between the Buyer and the Seller as the Seller may think fit) notwithstanding any purported appropriation by the Buyer; and
5.3.3 Charge the Buyer interest, both before and after any judgement on the amount unpaid at the rate of four per Centum per Annum above the Allied Irish Bank (IB) Base Rate from time to time until payment in full is made (a part of a month being treated as a full month for purpose of calculating interest).
6. **DELIVERY**
6.1 Delivery of the goods shall be made by the Seller delivering the goods to the place specified, when the goods are ordered or if the Buyer collects the goods, at the date of collection, whichever is earlier.
6.2 Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any delay in delivery of the goods however caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
7. **RISK AND PROPERTY**
7.1 Risk of damage to or loss of the goods shall pass to the buyer:-
7.1.1 in the case of goods to be delivered, at the Seller's premises at the time when the Seller notifies the Buyer that the goods are available for collection, or
7.1.2 in the case of goods to be delivered otherwise than at the Seller's premises, at the time of delivery, or if the Buyer wrongfully fails to take delivery of the goods, the time when the Seller has tendered delivery of the goods.
7.2 Notwithstanding delivery and the passing of risk in the goods or any other provisions of these Conditions the property and the goods shall not pass to the Buyer until the Seller has received cash or cleared funds which amount to full or the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for the same time as the property and the goods passes to the Buyer and the Seller shall hold the goods as the Seller's agent and shall keep the goods separate from those of the Buyer and that practice and property stores, protected and insured and identified as the Seller's property. Until that time the Buyer shall be

Group, providing that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.
9.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its Registered Office or principal place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
9.3 No waiver by the Seller of any breach or the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
9.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
9.5 The Contract will be governed by the laws of England.

(I/We) agree to the Standard Terms and Conditions of Sales of
GPS Food Group (UK) Ltd

Name (Print)

Signature

On behalf of

Company Name

Position within Company

Date

Company Stamp