



TERMS & CONDITIONS OF SALE

1. By acceptance of deliveries, the buyer shall be deemed to accept the terms and conditions contained herein.
2. Goods once sold are not returnable. Any discrepancy, damage or shortage of goods must be notified immediately in writing on receipt of goods. Any defect in goods must be notified within seven days from the date of receipt of goods.
3. No goods shall be returned to the seller without prior authorisation of the seller.
4. Payment to reach us within 28 days from invoice or interest will be levied at 2% per month from overdue date.
5. The property of the goods invoiced to the buyer shall only pass to the buyer on the receipt of all the sum due to the seller. A cheque given by the buyer shall not be treated as a discharge until the cheque is cleared.
6. The buyer hereby agrees that in the event of any cheque being dishonoured or returned to the seller's bank, unpaid for any reason, the seller shall be entitled to debit the buyer's account with the sum of £50.00 for each representation.
7. All goods included in this invoice are hereby guaranteed to be of the nature, substance and quality described and to conform in every respect with the requirement of the food and drugs act and all the regulations resulting to foodstuffs now in force.



GUARANTEE AND INDEMNITY

THIS GUARANTEE AND INDEMNITY is dated

BETWEEN:

(1) **Name** ("the Guarantor")
Address
.....
.....

(2) **ALLIED FOODS (ESSEX) LIMITED** (Company Number 2938595) whose registered office is at 131-133 Victoria Avenue, Southend-on-Sea, Essex, SS2 6EL ("the Creditor").

1 Interpretation

1.1 Definitions

In this Guarantee and Indemnity unless the context otherwise requires:-

"Debtor" means
of

"Obligations" means all present and future obligations of the Debtor to the Creditor including but not limited to monies owing on account of any goods or services supplied by the Creditor to the Debtor.

2 Guarantee

2.1 In consideration of the trade credit to be granted by the Creditor now or in the future to the Debtor the Guarantor agrees to guarantee and indemnify the Creditor in the manner set out below.

2.2 If for any reason any sum of money payable by the Debtor to the Creditor in performance or satisfaction of the Obligations is not paid by the Debtor on its due date for payment the Guarantor will forthwith on demand pay to the Creditor a sum equal to the sum of money for which such default in payment has been made by the Debtor. The Guarantor shall also pay all other sums of money which by reason of such default become due and payable by the Debtor to the Creditor together with all costs, charges and expenses (both before and after judgement) which the Creditor may incur by reason of such default by the Debtor. These shall include the costs, charges and expenses incurred by the Creditor in enforcing the Obligations or this Guarantee and Indemnity.

3 Primary Obligation

3.1 As between the Guarantor and the Creditor, the Guarantor shall be liable as if it was the principal debtor in respect of the Obligations (notwithstanding that as between the Debtor and the Guarantor the Guarantor is a surety only). The Guarantor shall not be released by time or any other indulgence being given by the Creditor to the Debtor or by any agreement, arrangement or alteration of terms being entered into by the Creditor with the Debtor in relation to the Obligations or by any other act, matter or thing done or omitted to be done by the Creditor in relation to the Obligations by or as result of which the Guarantor (as surety only) would or might be released.

4 Continuing Security

4.1 This Guarantee and Indemnity shall secure the ultimate balance owing from time to time by the Debtor to the Creditor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever.

5 Term

5.1 This Guarantee and Indemnity shall remain in full force and effect until such time as the Obligations have been performed and satisfied in full either by the Debtor or by the Guarantor pursuant to this Guarantee and Indemnity.

6 Guarantor's Restrictions

6.1 Until the Obligations have been performed or satisfied in full:

- (a) the Guarantor shall not by paying off any sum recoverable by the Creditor from the Guarantor hereunder or by any other means or on any other ground claim any set off or make any counterclaim against the Debtor in respect of any liability or obligation on the part of the Guarantor to the Debtor; and
- (b) the Guarantor shall not claim or prove against the Debtor in competition with the Creditor in respect of any payment made by the Guarantor to the Creditor under this Guarantee and Indemnity; and
- (c) the Guarantor shall not claim or have the benefit of any set off, counterclaim or proof against the Debtor or of any dividend, composition or payment by the Debtor or of any other security to which the Creditor may be entitled in respect of the Obligations or any share in them.



7 Recoverability

7.1 The Guarantor hereby undertakes with the Creditor as a separate and independent stipulation that if any sum of money which is payable by the Guarantor to the Creditor pursuant to this Guarantee and Indemnity is not recoverable by reason of any legal limitation or the unenforceability for any reason of the Obligations or any other fact, matter or circumstance whether known to the Creditor or not, such sum shall nevertheless be recoverable from the Guarantor as a sole or principal debtor in respect thereof and shall be paid by the Guarantor to the Creditor forthwith upon demand by way of indemnity against the Debtor's failure to perform and satisfy the Obligations.

8 Demand

8.1 Each notice or demand to be given under this Guarantee and Indemnity shall be given in writing in English and, unless otherwise provided, shall be made by hand, fax or letter. For the avoidance of doubt, notice shall not be validly served by electronic mail.

8.2 Any notice or demand is to be given to that other party at its registered office or usual residential address (as appropriate).

8.3 Any notice or demand shall be deemed to have been received:-

- (i) in the case of a notice given by hand, at the time of day of actual delivery;
- (ii) if sent by fax, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted; and
- (iii) if posted, by 10 am on the second business day following the day on which it was despatched by first class mail postage prepaid,

provided that a notice given in accordance with the above but received on a day which is not a business day or after normal business hours in the place of receipt shall be deemed to have been received on the next business day.

9 Other Security

9.1 This Guarantee and Indemnity is in addition to and not in substitution for any other security that the Creditor may from time to time hold in respect of the Obligations and the Creditor may deal with any such other security as he thinks fit without affecting or releasing the liabilities of the Guarantor in any way.

10 Governing Law

10.1 This Guarantee and Indemnity shall be governed by and construed in accordance with English law and the parties hereby submit themselves to the exclusive jurisdiction of the English courts

As witness this Guarantee and Indemnity has been signed by or on behalf of the Parties on the day and year first written above.

SIGNED by THE GUARANTOR

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)

.....
Guarantor

Signature

Name

Address

.....

Occupation

SIGNED for and on behalf of

ALLIED FOODS (ESSEX) LIMITED

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.....
Creditor