



**BRAY FOODS**

ARTISAN BAKERY



**TERMS AND  
CONDITIONS**



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# TERMS & CONDITIONS

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## 1. APPLICABLE CONDITIONS

**1.1** If other terms were previously agreed upon in writing and signed by both parties, those terms will apply if they are still in force at the date of receipt of this invoice. Otherwise, the sale of goods will be governed by these.

**1.2** These conditions will override any inconsistent or different terms or conditions contained in:

- a) Any prior documents.
- b) Any future documents, even if they include terms inconsistent with these conditions.

**1.3** These conditions apply even if:

- a) The goods listed on the invoice differ in identity or quantity from those you ordered.

**1.4** By accepting delivery of the goods, you confirm:

- a) Acceptance of these conditions.

**1.5** Bray Foods Ltd will charge statutory interest of 8% Plus the Bank of England base rate on all late payments.

**1.6** Waiver of any conflicting terms in prior or future documents.

**1.7** These conditions can only be changed through a written agreement signed by a director.

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## 2. QUOTATIONS

**2.1** Any quotations or estimates provided are subject to these terms and may be overridden by them.

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## 3. DELIVERY IN INSTALMENTS

**3.1** For contracts involving multiple deliveries:

- a) Each delivery is treated as a separate transaction. Issues with one delivery will not affect the remainder of the contract.
  - b) If payment for any delivery is overdue, the company may:
    - Withhold further deliveries until payment (including interest) is received.
    - Treat the contract as cancelled.
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## 4. PRICE ADJUSTMENTS

**4.1** Prices are based on costs at the time of the invoice.

**4.2** If costs increase before dispatch, prices may be adjusted accordingly.

## 5. QUANTITY VARIATIONS

**5.1** A variation of up to 10% in the quantity of goods delivered is considered acceptable.

**5.2** For Contracts with multiple deliveries, quantities across all deliveries will be aggregated.

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## 6. COMPLAINTS

**6.1** You must inspect goods upon delivery. Claims for non-delivery, shortages, damage, or incorrect goods must meet the following conditions:

- a) Notify the company and carrier (if applicable) in writing within 24 hours of delivery.
  - b) Allow the company to inspect goods before they are moved from the delivery location.
  - c) Provide an official condemnation or destruction certificate if applicable.
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## 7. DAMAGE OR LOSS IN TRANSIT

**7.1** Claims for damage, loss, or delays during transit must:

- a) Follow the complaint procedure in Section 6.
  - b) Be reported promptly to allow the company to file claims with the carrier.
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## 8. CLAIM LIMITS

**8.1** The company's liability for claims is limited to:

- a) Refund of the invoice price or replacement of goods, at the company's discretion.
  - b) No liability for indirect or consequential losses.
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## 9. DELIVERY

**9.1** Delivery terms are as specified on the company's delivery notes or invoices.

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## 10. FORCE MAJEURE

**10.1** The company is not liable for delays or cancellations due to events outside its reasonable control, including but not limited to:

- Natural disasters
- Material shortages
- Power outages

**10.2** The company reserves the right to cancel the contract under such circumstances.

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## 11. RETENTION OF TITLE

**11.1** Ownership of goods remains with the company until full payment is made, including any other amounts owed by the buyer.

**11.2** You may sell the goods in the normal course of business, but proceeds must be held in trust for the company if payments are due.

**11.3** Risk passes to you upon delivery. You must insure the goods against loss or damage.

**11.4** The company reserves the right to repossess goods if:

- a) Payment terms are not met.
  - b) Insolvency, bankruptcy, or liquidation proceedings are initiated.
  - c) A receiver or manager is appointed over your assets.
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## 12. LAW AND CURRENCY ADJUSTMENTS

**12.1** The contract is governed by English law.

**12.2** For import/export contracts, prices may be adjusted if currency exchange rates change before payment or delivery.

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## 13. IMPORT/EXPORT LAWS

**13.1** If legal changes affect the import/export of goods, the company may:

- a) Cancel the contract.
- b) Adjust goods, packaging, or terms to comply with new regulations.

**13.2** The company is not liable for any losses resulting from such changes.

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## 14. PRINTED MATTER

**14.1** You are responsible for any losses the company incurs from printing labels, packaging, or materials based on your instructions.

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## 15. INDEMNITY

**15.1** You agree to indemnify the company for losses or liabilities arising from:

- a) Breaches of these terms.
  - b) Negligent actions by you or your representatives.
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## 16. LEGAL RIGHTS

**16.1** These terms are in addition to and do not limit the company's other legal rights and remedies.

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## 17. WAIVER

**17.1** If the company waives a condition, it applies only to that instance and does not affect future enforcement of these terms.