

TERMS & CONDITIONS OF THE BUSINESS

TSC Export LTD

Terms & Conditions*

Please read these carefully as placing an order is deemed as acceptance of our terms and The Seller reserve the right to decline orders which do not fulfil them. In these terms and conditions, the expression "Goods" includes packaging.

Ordering

Where possible orders should be placed to the warehouse telephone or email. This format reduces the potential for errors and helps us process orders more efficiently.

Orders for delivery outside of Winchester City must be placed by Wednesday 2pm for dispatch Thursday for Friday delivery.

Winchester City customers, orders must be in by Wednesdays at 2pm for Thursday deliveries.

When placing an order please supply Customer Name, Product Codes, Name & Quantities.

Please note it is important that customers provide the above information to ensure that all orders are processed accurately – omission of the above when ordering may lead to rejection of credit claims.

Minimum order is £150 for free delivery, orders under £150 will be charged transportation costs at time of delivery. This can vary due to nature of item.

All deliveries are subject to the Seller minimum order. Areas outside our normal delivery routes may require a higher minimum order – we will inform you of this when you first contact us. All quoted minimums are exclusive of VAT.

We will endeavour to supply the Buyer with all stock ordered from us however we cannot guarantee that all items will be in stock for every order. Items that are out of stock will be communicated to the Buyer and substitutes offered where possible. We are unable to deliver out of stock items as a follow on at a later date. If required, we would ask the Buyer to re-order out of stock products as part of their next order.

Special orders for products which we do not hold in stock can be placed if required. Once an order has been placed it cannot be cancelled and

customers are required to take delivery of the goods. Special orders cannot be returned.

Please be aware such orders can take between 1–6 weeks from ordering to being in stock, and for delivery must be part of an order which complies with our terms & conditions. As we are reliant on other suppliers for such goods we unfortunately cannot guarantee that we will always be able to satisfy a requirement.

Additions to orders can be placed up to 4pm the day prior to delivery, subject to availability. Please note additions to orders which require to be boxed up for carriers must be received by 2pm. Unfortunately, we may not be able to process heavy additions if this is likely to risk damage to goods already built onto pallets or vehicles have reached their maximum loads.

Please note that some cheeses are unable to be split due to their nature and composition.

Collections

Please place order at least 24 hours prior to collection. Minimum order £10. Collections are carried out at our market stall pitches as follows; Winchester High Street, Wednesday, Friday and Saturdays; Alton Market, Tuesdays; Odiham Market, Fridays. The cheese stall HQ is open for buying and collections Thursdays 10am-3pm, exceptions upon prior notice.

Deliveries

Deliveries are made throughout the day from 8:30am - 4.30pm on Thursdays for Winchester City deliveries. All deliveries on Friday via FedEx will be delivered between 8am and 6pm. We are unable to accommodate any restrictions within this period. Specific delivery times or guaranteed delivery at the same time every week cannot be provided. It is the customers' responsibility when placing an order to inform The Seller if opening hours do not coincide with our delivery times. Any dates given are approximate, and late delivery will not be accepted as an acceptable reason for refusing Goods.

Deliveries are made to the first point of access to the premises – delivery any further than this is at the driver's discretion.

Where the Seller are unable to complete a delivery due to premises not being open/accessible at the required time there will be a charge of 10% of the

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order value for goods being returned to our warehouse.

Payment

Subject to any special terms agreed in writing between the Buyer and Seller, the Seller shall be entitled to invoice the Buyer for the price of goods at any time after the delivery of 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 such a cost 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 tended delivery of Goods.

Unless otherwise agreed, payment is strictly cash on delivery or by bank transfer – i.e. electronic banking, phone banking or BACS Payment should not be withheld while awaiting credit notes, all invoices should be paid when due. Credit notes issued can be redeemed against subsequent invoices. We understand and will exercise our statutory right to claim interest (8% above the Bank of England base rate) and compensation for debt recovery under the late payment legislation if we are not paid according to our payment terms (both before and after any judgement). Regular customers may apply for a credit account subject to satisfactory references, where payment terms are strictly 30 days, i.e. 30 days from the date of invoice. Failure to meet these terms may result in credit supplies being suspended.

Price of Goods

All prices charged by the Seller are strictly net of VAT which will be charged in addition, where applicable, and may be subject to change without prior notice. Prices are correct at the time of going to print but are subject to change without prior notice. Variations in input costs may necessitate immediate price changes, and the Seller reserves the right to make such changes on notice in writing to the Buyer.

Prices relate to a whole cheese, or a specific cut, or a number of units. Any order for cut cheese outside the nominated weights will be subject to a 10% cutting charge.

Title to Goods

The title to goods does not pass to the Buyer until payment has been received in full by the Seller, but the risk therein and all liability to third parties in respect thereof shall pass to the Buyer on delivery. Furthermore, the Buyer shall keep the

goods in such a manner that is identifiable to the Seller, and, in the event of non-payment by the Buyer by the due date, the Seller shall be entitled, in addition to other rights, to enter the premises where the Goods may be and recover possession of them.

Cheques returned due to insufficient funds will be subject to a £10 charge.

Returns and Credits

Please check invoices carefully, as customers are required to sign for their goods, and this signature acknowledges receipt of all items in good order unless otherwise specified.

All returns and credit claims must be identified by an invoice number and direct contact made with the Seller via email. A 10% handling charge will be made on items returned if they have been incorrectly ordered by the customer. Goods should be returned within 7 days. Goods returned out with this time or that have been removed from their original packaging, been re-packed or on which the packaging has been written on or damaged may not be refunded or may be refunded at a reduced rate.

Errors & Omissions

In the event that an item has been incorrectly despatched or omitted from an order, the Seller will issue a credit where appropriate, the Seller must be notified within 2 days of delivery. Follow on deliveries that do not meet with our full Terms & Conditions are not possible.

New Accounts

For the Buyer who wishes to open a trading account, we will require an account application form to be completed, signed and returned, and will be charged pro-forma until credit has been approved.