

# JOHAL DAIRIES LIMITED

## GOODS SUPPLY AGREEMENT

1. "We" and "us" means Johal Dairies Limited of Cannock Road Wolverhampton West Midlands WV1 1PN.
2. "You" means the customer.
3. This goods supply agreement replaces all previous agreements made between you and us and will remain in force so long as we continue to trade or until we amend this goods supply agreement under clause 20.
4. The agreement is that we will supply you with goods and that you will pay for them. We do not supply goods on a "sale or return" basis.
5. The goods that we are able to supply are detailed in our Product List, which is updated from time to time, a current copy of which is available on request.
6. The prices of the goods will be those that we agree with you when we accept an order from you.
7. The price of all goods is exclusive of Value Added Tax, if any.
8. You must pay us within 7 days of and including the date of our invoice (e.g. invoice date 15<sup>th</sup> pay no later than 22<sup>nd</sup>) which will normally be on a Monday/Tuesday of each week, unless we have agreed in writing to let you have more credit.
9. If you do not pay us on time then we will be entitled to charge you interest and compensation under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.
10. If you pay us in cash then you must not pay us more than £20.00 in coins. Payment by you using quantities of coins greater than £20.00 will be charged to you at any bank-cost to us plus our own reasonable and fair administration fee.
11. If you do not pay us when payment is due and we spend time on your account or incur costs with others in anticipation of or the actual issue and pursuit of legal proceedings then we reserve the right to charge you for doing so on a reasonable and fair basis. Dishonoured cheques will be charged to you at bank-cost to us plus a reasonable and fair administration fee.
12. You should inspect the goods to check the type, quantity and condition immediately on delivery and if you have any dispute about the goods then you must notify us on the day of delivery.
13. A copy of a delivery-note signed or not, shall be conclusive evidence that the goods have been delivered to and received by you unless, within 24 hours of the time of delivery, you inform us of any discrepancy.
14. If you stop trading, for any reason, then you must inform us in writing, immediately by special or recorded delivery post and if you do not do so, and we continue to supply goods then you will continue to be liable to pay us for all goods supplied to the business until we receive a written notice from you.
15. For the purpose of clause 14 the use of special or recorded delivery post is of the essence.
16. Time of delivery of goods is approximate only and we do not accept any liability for late delivery of the goods, otherwise our liability to you shall be limited to the price of the goods, in accordance with clause 6 and, to the extent permitted by law, we do not accept any liability for loss of profit or otherwise.
17. If we are unable to make a delivery to you because of Force Majeure or other reasons beyond our control we will have no liability to you.
18. The delivery address must be open at the time the goods are delivered and, if not, the goods will be off-loaded and left in a convenient place.
19. The risk in the goods will pass to you at and from the time of delivery and you are responsible for them from the time of delivery.
20. We reserve the right to amend this goods supply agreement at any time.
21. English law shall apply to this agreement and the English Courts shall have exclusive jurisdiction over any disputes that might arise between us and it is agreed that any Court proceedings shall be conducted exclusively at Wolverhampton Courts Complex or such other Courts Complex as we may choose.