

CK Foods (Processing) Ltd.

70 Northumberland Avenue Hull HU2 0JB

t: +44 (0)1482 589961

f: +44 (0)1482 222776

w: www.ck-foods.com

e: info@ck-foods.com

fb: www.facebook.com/ceekays foods

in: www.instagram.com/ceekays foods

tw: www.twitter.com/ceekaysfoods

**Production Facility (Cheese)**Units 3-4 New Cleveland Street
Hull HU8 7AU**Production Facility (Finger Foods)**St Dunstons Way off Ripley Street
West Bowling Bradford BD4 7EG

Company Reg. No. 05328790

CK Foods Trading Terms and Conditions

The Seller shall not be liable for any breach of the guarantee if the problem, damage or defect arises because the Buyer failed to store the Goods at an appropriate temperature in appropriate storage facilities or failed to follow the Seller's oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practice.

Where the Goods are custom made to the order of the Buyer, the Buyer shall not be entitled to return the Goods and receive a refund unless the Goods are faulty. The statutory rights of the Buyer are unaffected.

Termination and Suspension

If the Buyer becomes subject to any of the events listed below, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer.

For the purposes of clause, the relevant events are:

- the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- (being an individual) the Buyer is the subject of a bankruptcy petition or order;
- a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy; and
- (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.



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Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed above, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

Limitation of Liability

Nothing in these Conditions shall limit or exclude the Seller's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

Subject to the above:

- the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

Confidentiality, Publications and Endorsements

The Buyer undertakes to the seller that:-

the Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;

the Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its Licensor;

the Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.

This Condition shall survive the termination of the Contract.

Communications

All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:



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(in case of communications to the Seller)

to its registered office or such changed address as shall be notified to the Buyer by the Seller; OR

(in the case of the communications to the Buyer)

to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

Communications shall be deemed to have been received:

- if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
- if delivered by hand, on the day of delivery; or
- if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day. Communications addressed to the Seller shall be marked for the attention of the Commercial Directors.

Force Majeure

In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

If and when the period of such incapacity exceeds 2 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

Waiver

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

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.

Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

Consumer Rights

The provisions of these Terms and Conditions are in addition to and do not affect the Buyer's statutory rights as a consumer.

Governing Body and Jurisdiction

The Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh court.

