

TERMS AND CONDITIONS OF HOUSE OF HERBS & SPICES LIMITED

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods and/or services.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
 - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are House of Herbs & Spices Limited a company registered in England and Wales. Our company registration number is 02762118 and our registered office is at 44/46 Orsett Road, Grays, Essex, RM17 5ED. Our registered VAT number is GB 276 5022 58.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 1277 633303 or by writing to us at orders@worldofspice.co.uk or Unit 22, Bebington Close, Billericay, Essex, CM12 0DT.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **Placing your order.** Please contact us by telephone or email, our current ebay store or using our online store of www.worldofspice.co.uk (as well as any other online mediums offered by us from time to time) to place an order or send us your purchase order form. Each order is an offer by you to buy the products specified in the order

subject to these terms and conditions. **Each order accepted is a separate contract for the avoidance of any doubt.** Any quotation we may give shall not constitute an offer and is only valid on its date of issue.

- 3.2 **How we will accept your order.** Our acceptance of your order will depend on what medium you have used to place an order. Our acceptance of your email order will take place when we email you to accept it, with acceptance of telephone orders being confirmed by telephone and online orders being accepted at the time of an automated confirmation being sent to you by us, at which point a contract will come into existence between you and us. If the products are services (i.e. contract packing services where you provide us with any type of material(s) and we charge a labour fee for the services we provide) your order will only be confirmed once we confirm your purchaser order with you in writing.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order or otherwise need to amend your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.4 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.5 We only sell the products for your own lawful use, or for resale by you for lawful use by others.
- 3.6 You warrant, on each formation of any contract pursuant to these terms and conditions that:
- (a) the products will not be put to any unlawful use, or otherwise used in breach of any health or safety guidance or warning supplied in relation to the products; and
 - (b) you will not supply the products to any third party for unlawful use or purposes.
- 3.7 You hereby agree to indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of the warranty contained in clause 3.6 above.
- 3.8 **Information You Provide To Us.** It is a condition of the contract formed with you that any information you provide to us when placing your order over the telephone or by email, or, where relevant, completing any credit application form, will be complete and accurate in all respects.
- 3.9 Details about the suppliers and manufacturers we use is confidential and commercially sensitive information which is valuable to our business. If we agree (at our sole discretion) to provide you with information about any of the suppliers and/or manufacturers we deal with, any such information shall at all times, remain confidential

to you and shall not be passed on, disseminated or otherwise given to any other person, company or entity whatsoever.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures/descriptions.** The images and/or descriptions of the products on our website or in any other materials of ours or as otherwise communicated to you are for illustrative purposes only. Although we have made every effort to display and convey the information accurately, we cannot guarantee this. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are natural, all sizes, colours, flavours, weights, capacities, dimensions and measurements indicated on our website have a 5% tolerance.
- 4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website, as communicated to you or otherwise displayed in any other literature of ours.
- 4.3 You are responsible for ensuring that the products are suitable for your purposes, and that your order is complete and accurate in all respects. We reserve the right to reject your order if any of the details you have given us are inaccurate or incomplete.
- 4.4 Unless otherwise stated, the quality of the products shall be equal to the fair and average quality of that year's particular crop.
- 4.5 Due to the nature of many of the products supplied by us, no guarantee can be given of 100% purity. All products are subject to the following maximum levels and tolerances which are all permitted within the following thresholds and should there be any such items within the following thresholds, we shall have no liability to you whatsoever:
- (a) Foreign Body Matter: all matter visible to the naked eye that is not part of the plant to which the spice or herb belongs - maximum of 0.5%
 - (b) Extraneous Matter: all matter visible to the naked eye that is a species waste belonging to the plant which the herbs and spice belongs - maximum of 2%
- 4.6 You are solely responsible for checking the specification each time you place an order.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1 **Minor changes to the products.** We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements;

- (b) to reflect any changes in stock levels or any stock issues;
- (c) in respect of its quantity of an ingredient to assist with processing (with any changes to the ingredient being communicated to you);
- (d) to implement, react to or otherwise adjust in light of any of the items set out in clause 7.21;
- (e) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

6.2 More significant changes to the products and these terms. In addition, as we informed you, we may make major, material changes to these terms or the product, which materially alter either these terms or the products themselves but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be as displayed to you on our quotation and will always be set out when using our online store. The price of the products does not include delivery charges, unless agreed otherwise. Our delivery charges will be as advised to you when you place your order, at which point you will be asked to select which delivery option you prefer, and you will be advised of the costs and timescale relevant to the option you have chosen. The delivery charges will also be confirmed in the invoice we send you for the products.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you.

- (a) **If the products are goods.** If the products are goods we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order.
- (b) **If the products are one-off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process. Products which are services are subject to the items provided by you being unsold and prices can change without notice.

Time for delivery shall not be of the essence and shipment and delivery dates are given in good faith but are only estimates.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay beyond 90 days you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.

- 7.5 **If you do not re-arrange delivery.** If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 10.2 will apply.
- 7.6 **Delivery by Instalments.** We may, at our sole discretion, make deliveries by instalments. When delivery is made by instalments each delivery shall be considered a separate contract and each instalment shall be paid for separately.
- 7.7 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property within 7 days of delivery, we may end the contract and clause 10.2 will apply.
- 7.8 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us which is also the time at which delivery is complete.
- 7.9 **When you own goods.** You own a product which is goods once we have received payment in full and title in those goods shall not pass to you until payment in full, cleared funds, has been received.
- 7.10 Until title to the products has passed to you, you shall:
- (a) store the products separately from all other goods held by you so that they remain readily identifiable as our property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the products;
 - (c) maintain the products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify us immediately if you become subject to any of the events listed in clause 10.1(f) to 10.1(h) inclusive; and
 - (e) give us such information relating to the products as we may require from time to time.
- 7.11 Subject to clause 7.12, you may resell or use the products in the ordinary course of your business (but not otherwise) before we receive payment for the products. However, if you resell the products before that time:
- (a) you do so as principal and not as our agent; and
 - (b) title to the products shall pass from us to you immediately before the time at which resale by you occurs.
- 7.12 If before title to the products passes to you, you become subject to any of the events listed in clause 10.1(f) to 10.1(h) inclusive, then, without limiting any other right or remedy we may have:

- (a) your right to resell the products or use them in the ordinary course of your business ceases immediately; and
 - (b) we may at any time:
 - (i) require you to deliver up all products in your possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if you fail to do so promptly, enter any premises of yours or of any third party where the products are stored in order to recover them.
- 7.13 We may deliver up to 5% more or less in weight than the quantity of products you ordered without any adjustment in the price of the products and the quantity so delivered shall be deemed to be the quantity ordered. You acknowledge that this is reasonable due to the nature of the products.
- 7.14 If we fail to deliver the products, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the products. However, we will not be liable to the extent that any failure to deliver was caused by an event outside of our control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of products.
- 7.15 If you fail to take delivery within 7 days after the day on which we notified you that the products were ready for delivery, we may resell part of, or all the products and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the products or charge you for any shortfall below the price of the products.
- 7.16 **International Delivery.** We deliver to some, but not all, countries outside the UK (International Delivery Destinations), so if your business is outside the UK, please contact us on orders@worldofspice.co.uk for further information, and to check whether we can deliver to you, before ordering any products from us. However, there are restrictions on some products for certain International Delivery Destinations, so please ask us for more information before ordering products.
- 7.17 If you order products from us for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges, and we cannot predict their amount.
- 7.18 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 7.19 You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable or responsible if you break any such law.
- 7.20 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We

will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.21 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) in order to carry out any of the items set out pursuant to clause 6.1;
- (c) if the product(s) were damaged or contaminated in stock and deemed by us as not suitable;
- (d) if market forces meant that there was low or no availability of a product;
- (e) if market forces meant prices rose steeply without notice or with minimal notice;
- (f) if there was a recall on the current batch of material;
- (g) if a product is out of stock for a reason outside of our control;
- (h) update the product to reflect changes in relevant laws and regulatory requirements;
- (i) make changes to the product as requested by you or notified by us to you (see clause 6).

7.22 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 90 days in any 6 month period and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.23 We may also suspend supply of the products if you do not pay. If you or anyone related to your account (including but not limited to distribution centres and/or over riders used by you) do not pay us for the products when you are supposed to (see clause 14.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 14.7). As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.6). We may also suspend payment on any disputed invoices in our sole discretion and without liability whatsoever.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed

or to get some or all of your money back), **see** clause 12 if you are a consumer and clause 13 if you are a business;

- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
- (c) **If you are a consumer and have just changed your mind about the product, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see** clause 8.6.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days in any 6 month period; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running;
- (b) special ordered or bespoke products (either goods or services);
- (c) products which are food stuffs;
- (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

- (e) products where the packaging shows signs of incorrect storage, including but not limited to: sweated in sunlight, exposed to water, physical damage to the packaging, any marks, dirt, smells, insects etc – our packaging allows the products to breathe so the condition is crucially important and any compromise to this will not permit cancellation or a change of mind;
- (f) any products which become mixed inseparably with other items after their delivery.

8.5 How long do individual consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **Have you bought services.** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought goods.** If so you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**
 - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
 - (ii) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

- 9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by contacting our customer services team on the details set out in clause 2.2.
- 9.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either post them back to us at the address we inform you of at the time at your expense or return them to us as we require at the time, again at your expense. . If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.5 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) or decline to refund to reflect any reduction in the value of the goods or any compromise of the packaging of the goods, if this has been caused by your handling, storage or treatment of them in any way. A refund will only be made once we have had chance to inspect the products in question.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods your refund will be made within 14 days from the day on which we receive the product back from you and have had chance to inspect this. For information about how to return a product to us, see clause 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

- (c) you do not, within a reasonable time, allow us to deliver the products to you;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services;
- (e) you commit a material breach of any term of any contract formed pursuant to these terms and conditions and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;
- (f) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (g) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (h) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under any contract formed pursuant to these terms and conditions has been placed in jeopardy.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints (including shortages, damages, incorrect products, invoice discrepancies) about the product, please contact us within 28 days of invoice. After this period, you will be deemed as having accepted the products. You can telephone our customer service team at the detail in clause 2.2 of these terms and conditions.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER ONLY

12.1 If you purchase the products for use outside the UK, we do not warrant that the products comply with any applicable laws, regulations or standards outside the UK.

12.2 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

If your product is **services**, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 8.2.

12.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or return them to us by other method that we stipulate at the time. We will not pay the costs of postage or collection and you must ensure that these are sent back to us, including a proof of postage costs. Should it be found by us that the products are defective, we shall refund you the total return costs for the products as per the proof of postage provided. If no such proof of postage is provided, we shall not be liable to refund any postage costs or any return, even if the products are found to be defective. Please call customer services using the details in clause 2.2 of these terms and conditions for a return label.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

13.1 If you purchase the products for use outside the UK, we do not warrant that the products comply with any applicable laws, regulations or standards outside the UK.

13.2 If you are a business customer we warrant that on delivery any products which are goods shall:

- (a) conform with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship save for the tolerance and foreign matter limits which are permitted and would not constitute a defect whatsoever, as more specifically set out in clause 4.5 of these terms and conditions;

- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

13.3 Subject to clause 13.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
 - (b) we are given a reasonable opportunity of examining such product as a result of which we determine that the product in question is indeed defective and does not comply with the warranty set out in clause 13.1; and
 - (c) you return such product to us at our cost,
- we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

13.4 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 13.3(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
- (d) you alter or repair the product(s), or any part of them, mix them or any part of them with any other products, or tamper with, process or use them or any part of them in any production process after delivery, without our written consent;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) if the products become subject to infestation after delivery (including but not limited to coriander seed, whole chillies and fennel seed) or the packaging of the products is affected or compromised in any way. We cannot guarantee that the products will not at a later date be subject to infestation, unless specifically vacuum treated or heat treated. Please note that even after treatments, some products can be subject to re-infestation if they are not correctly stored. Untreated seeds, herbs and spices in any form, treated with approved chemical fumigants, are still susceptible to possible infestation, as insect eggs are not destroyed by current chemical fumigants;
- (g) in the case of non heat-treated products (which for the purpose of this sub-clause (g) means products which are not steam sterilised, or are untreated or natural (Non Heat-Treated Products)), which we cannot guarantee to be free from harmful pathogens. You are responsible for checking the suitability of any Non Heat-Treated Products supplied, and for ensuring that they are fit for your intended use. Please note that our specifications for Non Heat-Treated Products indicate the levels of pathogens at which we will release the products for sale, but we do not offer any guarantee in relation to any micro-levels that may be present in Non Heat-Treated Products. If you are unsure

about the suitability of Non Heat-Treated Products, please consult us prior to making your purchase; or

- (h) in the case of any products which have been used for illegal purposes or supplied by you to third parties for illegal purposes, or otherwise used in breach of any health and safety guidance or warnings supplied in relation to the products.
- 13.5 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.
- 13.6 These terms shall apply to any repaired or replacement products supplied by us under clause 13.3.

14. PRICE AND PAYMENT

- 14.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order – i.e. as set out in the relevant quotation, as set out within any emailed price list, or otherwise specified on our online shops. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order. For products which are services (i.e. contract packing services, where you supply us with any material(s) and we charge a labour fee for the services to be provided) such services are subject to the items provided by you being unsold and as a result, prices can change without notice.
- 14.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order and will stick to prices agreed with you in advance of placing your order. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the products and refund you any sums you have paid. If we undercharge you for a product, we can, in our sole discretion, claim the full price for the products from you.
- 14.4 **When you must pay and how you must pay.** We accept payment with credit or debit card, BACS transfer or cheque only, unless we have agreed credit terms with you in writing. When you must pay depends on what product you are buying:
- (a) For **goods**, you must pay for the products before we dispatch them and we will invoice you for the goods when we sent out the order confirmation – payment for the goods and delivery charges will be immediately upon production of the above, unless we have agreed credit terms with you (please see clause 14.8). We will not charge your credit or debit card until we dispatch the products to you.

- (b) For **services**, you must make an advance payment of 100% of the price of the services, before we start providing them unless we otherwise decide, in our sole discretion, to accept a lesser percentage up front. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within 7 calendar days after the date of the invoice.

14.5 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.

14.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know in any event within 30 days of the sending of our invoice. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14.8 Where we have agreed credit terms with you in writing:

- (a) orders will only be accepted subject to you having fully and accurately completed our credit application form, and to your credit status being to our satisfaction, and we reserve the right in our sole discretion to terminate the credit arrangement and require payment in advance for the products in the event of your credit status ceasing to be satisfactory to us or if we find out that your credit application form was incomplete or inaccurate;
- (b) all payments will be made to us in full (including VAT and all applicable delivery charges) and in cleared funds within 30 days from the date of our invoice for the products (unless other terms are agreed between us in our sole discretion), and time for payment shall be of the essence;
- (c) we will not accept your order if it would cause your credit limit with us to be exceeded.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.1.

15.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. We are also not liable for any issues arising in respect of the matters set out in clause 4.5 of these terms and conditions.

15.4 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

16.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.3 Subject to clause 16.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales, loss of business, loss of revenue, loss of business opportunity, loss of anticipated savings, losses incurred by you arising out of or in connection with any third party claim brought against you by your customers in relation to the products or your sale or handling thereof, loss of goodwill, or any indirect or consequential loss arising under or in connection with any contract between us or for any issues arising in respect of the matters set out in clause 4.5 of these terms and conditions; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 120% of the price of the products for the contract in respect of which any such losses arise.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our privacy policy, a copy of which is available on request.

18. OTHER IMPORTANT TERMS

- 18.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation without having to give you any notice of the same.
- 18.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. No guarantee provided under these terms and conditions is transferable.
- 18.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.6 **Notice.** Any notice or other communication given under or in connection with these terms and conditions and any contract formed pursuant to them, must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email (as long as a read-receipt for all emails is used). A notice or other communication is deemed to have been received: if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or if sent by email, at the time a read receipt is received from the sender. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 18.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-

contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.