



Marriage's Specialist Foods
The Beeches, 86 High Street,
Holme on Spalding Moor, York.
YO43 4AA
Customer Service Tel: 01507 480731
Accounts Tel: 01430 875847
VAT registration number: GB 529 3994 00

Invoice No: 461779

Invoice Date 23/06/2021

Invoice Address	Account Code	1915	Delivery Address
Mole Valley Farmers Limited SCATS Countrystores A division of Mole Valley Farmers Ltd Exmoor House Lime Way Pathfields Industrial Park South Molton North Devon EX36 3LH			Test Branch MVF Warehouse Unit 2C Macadam Way West Portway Industrial Estate Andover SP10 3LF
Payment Terms	0	End of Next Month	

Customer Order Ref		33490126	Order Number		363457	
Despatch Date:		23/06/2021	Despatch Note		563860	
Product	Description	Quantity	Unit Price	Net Amount	VAT %	VAT £
67007012	Mole Valley Premium Wild , Bird Food 12.6kg	924.0000	7.620	7,040.88	0.00	0.00
67050102	Mole Valley Sunflower , Hearts (2Kg X 8)	120.0000	23.120	2,774.40	20.00	554.88
67050112	Mole Valley Sunflower , Hearts 12.6kg	231.0000	16.090	3,716.79	0.00	0.00
67490197	Mole Valley Mealworms , 500Gm (0.5Kg X 4)	72.0000	17.800	1,281.60	20.00	256.32
67490297	Mole Valley Mealworms , 2kg (2Kg X 4)	30.0000	67.360	2,020.80	20.00	404.16
70080305	Marriages Royal Variety , Mixed Corn (5Kg X 3)	70.0000	8.250	577.50	0.00	0.00
70402253	Cooked Full Fat Linseed , Meal (3.5Kg X 4)	30.0000	14.280	428.40	0.00	0.00
96081210	Oyster Shell 10kg ,	96.0000	437.000	419.52	0.00	0.00
96081310	Mixed Poultry Grit 10kg ,	96.0000	353.000	338.88	0.00	0.00

1,669.00

VAT Rate	Nett Amount	VAT Amount	Nett	18,598.77
	12,521.97		VAT	1,215.36
20.00	6,076.80	1,215.36	Gross	19,814.13

Currency £

Payment Due 23/06/2021

Goods remain the property of WHM Pet Group Limited until payment in full is received.
Marriages Specialist Foods a division of WHM Pet Group Limited. Company Registration Number 02380152
Registered Office: Chelmer Mills, New Street, Chelmsford, Essex, CM1 1PN.

WHM PET GROUP LTD

TERMS AND CONDITIONS OF SALE

1. Definitions
- 1.1 In these Conditions:
- "Seller" means WHM Pet Group Ltd a trading division of WHM Pet Group Ltd
- "Buyer" means the buyer of Goods and/or services from Seller.
- "Conditions" means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special conditions agreed in writing between Seller and Buyer.
- "Finished Goods" means goods that have been processed, cleaned, blended or packed by Seller.
- "Raw Materials" means goods in their original condition as imported or grown by Seller.
- "Goods" means Finished Goods and/or Raw Materials.
- "FCLs" means full containers of the Goods.
- "W&H Marriage Group" means WHM Pet Group Ltd and all subsidiary companies of that Group as defined by Section 736 of the Companies Act 1985.
2. Basis of Sale
- 2.1 Except as otherwise expressly agreed in writing by Seller, these Conditions, as varied from time to time by Seller, apply to all contracts between Seller and Buyer for the sale of Goods and/or supply of services to the exclusion of any other terms which may seek to impose. These Conditions shall have effect in place of any other conditions which may have been notified previously by Seller to Buyer.
3. Acceptance
- 3.1 Any quotation by Seller and any price list published by Seller may be varied, withdrawn or cancelled by Seller at any time prior to acceptance.
- 3.2 No order submitted by Buyer shall be deemed to be accepted by Seller unless and until confirmed by acknowledgement by Seller or by delivery of the Goods or performance of the services.
- 3.3 Orders accepted by Seller are in all cases subject to the availability of the Goods to Seller. Buyer acknowledges that in the event of acceptance Seller may not be able to guarantee the availability of the Goods on the date(s) required by Buyer. In the event that Seller supplies the Goods including, without limitation, as a result of any failure by any of Seller's shippers or suppliers to perform their contracts with Seller, Seller shall not be under any obligation to purchase further goods from alternative suppliers and Seller shall be entitled to allocate its available supplies as Seller in its absolute discretion deems where Buyer has already paid for the Goods, refund Buyer the price of any Goods Seller is unable to supply. Seller shall have no further liability to Buyer in respect of Goods not supplied.
- 3.4 Buyer acknowledges that certain Goods may suffer evaporation during transit and therefore any weight for such Goods given by Seller is approximate only.
- 3.5 Seller will endeavour to ensure all products comply with all UK legislative requirements where products are supplied to areas/countries with different requirements. It is the responsibility of the Seller to ensure the products supplied by Buyer meet its legislation.
4. Prices
- 4.1 Seller's prices for the Goods and/or services and (where appropriate) for packing and/or transporting the Goods shall be the list prices or such other prices agreed in writing by Seller. The prices shall be exclusive of VAT and any applicable duties and levies which Buyer shall be additionally liable to pay at the rate prevailing at the time of delivery of the Goods or performance of the services.
5. Delivery
- 5.1 Delivery of the Goods shall be made by Buyer collecting the Goods from Seller's premises or, where Seller has agreed to arrange transport of the Goods to Buyer, by Seller delivering the Goods to Buyer's premises. Seller reserves the right to charge for delivery.
- 5.2 Dates quoted for delivery or performance are approximate and not of the essence of the contract and may be varied by Seller without notice. Buyer endorses the delivery note "Unchecked" the Goods will be presumed to have been delivered in accordance with the contract and Seller shall not be liable for damage which may result from late delivery or performance. Seller shall be entitled to make additional charges in respect of costs incurred by Seller arising from variations in Seller's standard delivery arrangements requested by Buyer, or does not permit delivery to take place when tendered.
- 5.3 If the Goods are damaged in transit, Buyer agrees to endorse the delivery note "Goods damaged in transit."
- 5.4 Where Seller agrees to deliver the Goods in instalments each instalment shall be subject to the terms and conditions of the contract and any default by Seller in relation to any one instalment shall not entitle Buyer to claim against Seller as repudiated.
6. Complaints and Liability
- 6.1 Any complaint concerning damage to the Goods must be notified to the delivery note by Buyer and countersigned by the carrier and notified to Seller within the working day of delivery of Goods to Buyer. Damaged Goods should be returned to Seller using the same carrier. Buyer is unable to return damaged goods using the same carrier, the Goods must be held by Buyer in a condition which causes no further damage to them for collection by Seller. Buyer endorses the delivery note "Unchecked" the Goods will be presumed to have been delivered in accordance with the contract unless Buyer notifies Seller to the contrary within one working day of receipt of the Goods. Any complaint of failure to deliver full order invoked by Seller must be notified to Buyer within five days of Seller's invoice date.
- 6.2 Where a complaint is notified to Seller in accordance with Condition 6.1 and is accepted, Seller shall credit Buyer for the value of the damaged Goods or amount of the shortfall in delivery. Seller shall have no further liability to Buyer. Buyer shall not be entitled to set off against any sums due to Seller the value Buyer may purport to have against Seller.
- 6.3 If Buyer makes a complaint concerning damage to the Goods later than one working day following delivery within the shelf life of the damaged Goods, Seller may in its discretion credit Buyer 40% of the price of the damaged Goods. Buyer returning them to Seller.
- 6.4 Any other complaint concerning the quality of Goods must be notified in writing to Seller within the shelf life of the Goods. Complaints relating to quality of the Goods must comply with Seller's specification, improper sealing of bags and production damage.
- 6.5 Any complaint concerning the quality, condition or quantity of any FCLs must be notified immediately to Seller in order for Seller to arrange to replace the Goods. Buyer shall cease unloading the Goods, retain the container seal and handle the Goods in accordance with the results of Seller's survey.
- 6.6 Any complaint concerning the quality of services must be notified to Seller within 72 hours of their performance by Seller.
- 6.7 Seller shall not be liable for any complaint or claim concerning the quality of Goods if:
- 6.7.1 Buyer does not give written notice to Seller and return the Goods to Seller for examination within the shelf life of the Goods;
- 6.7.2 the complaint or claim has arisen because Buyer has failed to follow good trade practice or any instructions or advice regarding storage or use of Goods; or
- 6.7.3 Buyer has altered the Goods or their packaging without the written consent of Seller.
- 6.8 Where a complaint is notified to Seller in accordance with Conditions 6.4, 6.5, or 6.6 and is accepted, Seller shall be entitled to its sole discretion to replace the relevant Goods or the relevant services or at Seller's option to credit Buyer the price of the defective Goods and/or seek to recover the further liability to Buyer. Buyer shall not be entitled to set off against any sums due to Seller the value of any claim Buyer may purport to have against Seller.
- 6.9 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.
- 6.10 Nothing in these Conditions excludes or limits the liability of Seller:
- 6.10.1 for death or personal injury caused by Seller's negligence;
- 6.10.2 under section 2(3) of the Consumer Protection Act 1987;
- 6.10.3 for any matter which it would be illegal for Seller to exclude or attempt to exclude its liability; or
- 6.10.4 for fraud or fraudulent misrepresentation.
- 6.11 Subject to Conditions 6.9 and 6.10:
- 6.11.1 Seller shall not be liable to Buyer for economic loss, loss of profits, goodwill, business opportunity or production downtime, loss to other goods or property or any type of indirect or consequential loss or damage, costs, expenses or other than the consequential compensation whatsoever caused which arise out of or in connection with the supply of the Goods and/or performance of the services; and
- 6.11.2 Seller's total liability in contract, tort (including negligence or breach of duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the price of the Goods or services the subject of the claim.
7. Force Majeure
- 7.1 Seller shall not be liable to Buyer or deemed to be in breach of the contract by reason of any delay in performing or failure to perform Seller's obligations in relation to the Goods and services if the delay or failure is due to any cause beyond Seller's control. Without limiting the generality of the foregoing, causes beyond Seller's reasonable control shall include, flood, storm, fire, strikes, lockouts or other industrial action or trade disputes, restraints or delays affecting shippers, difficulties in obtaining raw materials, fittings or other items of equipment, power failure or break down in machinery.
8. Payment Terms
- 8.1 Unless otherwise agreed in writing by Seller, payment in full of Seller's pro forma invoice for the Goods and services must be made prior to delivery of Goods or commencement of services.
- 8.2 If Buyer fails to make payment on the due date, without prejudice to any other right or remedy available to Seller, and in accordance with Condition 10 Seller shall be entitled to:
- 8.2.1 cancel the contract or suspend further deliveries to Buyer; and/or
- 8.2.2 charge interest at the rate of 4% per annum above the base rate from time to time of Seller's bankers from the date of the default in payment; and/or
- 8.2.3 payment from Buyer on demand on a full indemnity basis, of all costs, charges and expenses in any way incurred by Seller in relation to the overdue payment and its recovery.
9. Risk in Goods
- 9.1 Risk of damage to or loss of the Goods shall pass to Buyer at the time of collection of the Goods by Buyer or, where Seller arranges delivery, at the time the Goods are delivered to Buyer's premises.
10. Title in Goods
- 10.1 Ownership of the Goods shall not pass to Buyer until Seller has received in full the cleared funds:
- 10.1.1 all sums payable in respect of the Goods; and
- 10.1.2 all other sums which are or which become payable to Seller from Buyer on any account including any interest on such sum
- 10.2 Until ownership of the Goods has passed to Buyer, Buyer shall:
- 10.2.1 hold the Goods on a fiduciary basis as Seller's bailee;
- 10.2.2 store the Goods (and no other Seller's property) separately to other goods of Buyer or any third party in a way that the Goods are identifiable as Seller's property;
- 10.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 10.2.4 maintain the Goods in satisfactory condition insured for their full price against all risks and hold the proceeds of the trust for Seller and mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 10.3 Buyer may resell the Goods before ownership has passed to the condition that any sale shall be on a "no recourse" basis in the ordinary course of Buyer's business at full market value and Buyer shall deal as principal when making such sale.
- 10.4 Buyer's right to possession of the Goods shall terminate immediately and all sums shall become due and payable to Seller. Seller shall have the right to terminate the contract if:
- 10.4.1 Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise the benefit of any statutory provision for the time being in force for the relief of insolvent debtors (or corporate) convenes a meeting of creditors (whether formal or informal) enters into liquidation (whether voluntary or compulsory), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or part thereof, or documents are filed with the court for the appointment of an administrator of Buyer or notice of appointment of an administrator is given by Buyer or its directors or by a qualifying floating charge holder, or a resolution is passed in pursuance of a petition presented for the winding up of Buyer or for the granting of an administration order in respect of Buyer or proceedings are commenced relating to the insolvency or possible insolvency of Buyer; or
- 10.4.2 Buyer encumbers or in any way charges any of the Goods or suffers or allows any execution, whether legal or equitable, to be levied on its property or assets or fails to observe or perform any of its obligations under the contract or any other contract and Buyer, Seller is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or Buyer ceases to trade.
- 10.5 Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has passed to Buyer.
- 10.6 Buyer grants Seller, its agents and employees an irrevocable licence at all times to enter any premises where the Goods are stored in order to inspect them, or, where Buyer's right to possession has terminated, to recover them.
- 10.7 Where Seller is unable to determine whether any Goods are the goods in respect of which Buyer's right to possession has passed to Buyer shall be deemed to have sold all goods of the kind sold by Seller to Buyer in the order in which they were sold to Buyer.
- 10.8 On termination of the contract, however caused, Seller's (but not Buyer's) rights contained in this Condition shall survive.
11. Pallets
- 11.1 Seller reserves the right to invoice Buyer for the replacement costs of any pallets used for the Goods that are not returned to Seller on the vehicle used to deliver the Goods or the next delivery of Goods to it.
12. Rights of Set-off
- 12.1 Seller shall be entitled to apply any sum in any way arising out of the contract to discharge Buyer in settlements of any sum due from Buyer to any other company in the W&H Marriage Group and (where the same is due from any other company in the W&H Marriage Group to Buyer) Seller shall on behalf of Buyer be entitled to give such company a good receipt for any sum which Buyer may pay to Seller in settlements of any sum due from Buyer to Seller or any sum out of the contract.
13. Third Party Rights
- 13.1 Nothing in these Conditions confers on any third party any benefit or right to enforce any of these Conditions.
14. Validity
- 14.1 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unenforceable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unenforceability be severed and the remaining provisions of the contract and the remainder of such provision shall continue in full effect.
15. Proper Law and Jurisdiction
- 15.1 The contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

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