

TERMS AND CONDITIONS OF SALE AND CREDIT ACCOUNT

Friday Beers Limited hereinafter referred to as ("the Vendor") supplies goods and services in the hospitality industry to the Individual / Partnership / Company (the Buyer) subject to the following terms and conditions of sale. Provision of goods and services is strictly subject to the acceptance of these terms and conditions and unless notified of non-acceptance in writing the Buyer is deemed to have accepted these terms and conditions.

1.0 TERMS OF PAYMENT

- 1.1 Payment for the goods and services shall be required in accordance with the terms and conditions herein at the time of online order.

2.0 GOODS & SERVICES

- 2.1 The Vendor shall not be liable for any loss or damage to the Buyer or Buyers property once the goods are delivered. This clause shall not prevent a Buyer who is a Consumer as defined in section 2 of the Consumer Guarantees Act 1993 from exercising any remedies that Buyer may have under that Act.
- 2.2 Dates given for provision of goods are stated in good faith but are not to be treated as a condition of sale. The Vendor aims to deliver the goods between 2 – 5pm on Friday. If the delivery of the goods or services is delayed for any reason whatsoever, the Vendor shall not be responsible or liable in any way to the Buyer or any other party for loss sustained due to such delay. Delay or failure to deliver by a set date does not entitle the Buyer to cancel any order or part thereof.
- 2.3 The Vendor reserves the right to cancel delivery without prejudice to its rights to recover all sums owing to it in respect of deliveries already made. In the event that services are cancelled, for any reason whatsoever, the Buyer waives all right to any civil claim it may have against the vendor in tort, contract or under any statutory cause of action.
- 2.4 No claim for any discrepancy in orders will be accepted unless it is made in writing to the Vendor within 48 hours of delivery.
- 2.5 The Vendor shall be entitled to cancel or suspend delivery of good and services in the event of any delay or non-performance due directly or indirectly to wars, strikes, lock-outs, delays or defaults of manufacturers. The Buyer shall have no claims whatsoever against the Vendor in consequence of any such cancellation or suspension.
- 2.6 The Vendor is unable to leave restricted goods unattended at an address. Please ensure that that someone will be available to accept the delivery at the requested time. The Buyer acknowledges and accepts that the Vendor will not leave the goods unless a recipient over the age of 18 years' old is present at the time of delivery. The Vendor will not be liable for any loss to the Buyer because the delivery address is unattended at the time of delivery.

3.0 WARRANTIES AND CONDITIONS

- 3.1 Subject to the rights and remedies contained in the Consumer Guarantees Act 1993, no warranty or condition will be implied against the Vendor by any statute, at common law or otherwise and no representation, express condition, warranty or variation of these terms and conditions will be binding on the Vendor unless it is in writing and signed for or on behalf of the Vendor. Where applicable the Vendor shall pass on to the Buyer any and all manufacturer's warranties that are made available to the Vendor.
- 3.2 Goods or services returned under an express warranty must be returned to the Vendor and all transportation charges, insurance, taxes, duties and charges are to be born by the Buyer.

4.0 LIMITATION OF LIABILITY

- 4.1 The Vendor's liability in any case of defect or default, is limited to the total purchase price of the goods or services in respect of which such defect or default arises, the Vendor having no further liability or responsibility for any direct, indirect or consequential injury, loss or damage howsoever arising. This clause shall not prevent a Buyer who is a Consumer as defined in section 2 of the Consumer Guarantees Act 1993 from exercising any remedies that Buyer may have under that Act.
- 4.2 The Vendor shall have no liability whatsoever for claims if:
- (a) The goods or services are in any way adapted to a use for which they are not specifically intended.

5.0 SEVERABILITY

- 5.1 If any of these terms and conditions is held by a Court to be ineffective by virtue of illegality or otherwise, then such condition, or part of it, shall be severed from all other conditions without affecting the validity or enforceability of all other conditions or part of them.

6.0 DEFAULT

- 6.1 Where the Buyer is in default under these terms and conditions, or any other contract between the Buyer and the Vendor, the Vendor may:
- (a) Demand payment of all or part of any sums whether due or not; and/or
 - (b) Require security for such obligations to its full satisfaction before any further supplies are made to the Buyer; and/or
 - (c) Withhold without notice goods or services ordered by the Buyer; and/or
 - (d) Charge interest pursuant to clause 1.2; and/or
 - (e) Cancel this or any other contract between the parties without prejudice to any rights of the vendor to recover outstanding monies.
- 6.2 Without prejudice to its other remedies, the Vendor shall be entitled to cancel this and any other contract for goods or services with the Buyer in the following circumstances:
- (a) If the Buyer becomes insolvent or is adjudicated bankrupt; or
 - (b) If a receiver is appointed in respect of the assets of the Buyer; or
 - (c) If the Buyer no longer carries on business or threatens to cease carrying on business; or
 - (d) If an arrangement with the Buyer's creditors is made or is likely to be made; or
 - (e) If the ownership or effective control of the Buyer is transferred or the nature of the Buyer's business is materially altered.
- 6.3 The Buyer shall pay all costs incurred by the Vendor, including costs on a solicitor-client basis and debt collectors' costs incurred in the recovery or attempted recovery of outstanding moneys and the enforcement of these terms and conditions.

7.0 OWNERSHIP AND RISK

- 7.1 Notwithstanding any period of credit, legal and beneficial ownership of any and all goods shall remain with the Vendor until payment in full is made for them and for all other Services supplied by the Vendor to the Buyer.
- 7.2 Notwithstanding that ownership in the goods may not have passed to the Buyer, risk in the goods shall pass to the Buyer when the goods are delivered to the Buyer. The Buyer shall be obliged to insure the goods from the time of delivery to the Buyer and pending payment in full insure the goods in the name of the Vendor and the Buyer for their respective interests. The Buyer shall provide the Vendor with proof of insurance if requested to do so by the Vendor.
- 7.3 The Buyer holds the goods as bailee for the Vendor until payment for the Services is made in full. The Buyer will store the goods in such a manner that they are clearly identifiable as the property of the Vendor and will keep separate records in respect of the goods.
- 7.4 If the goods are sold or otherwise disposed of by the Buyer prior to payment in full, the Buyer will have been deemed to have done so as agent for the Vendor and the proceeds of such sale will be the property of the Vendor. The Buyer will hold the proceeds of such sale on trust, on account for the Vendor, and keep them in a separate fund from its own money.
- 7.5 If any of the goods are mixed or incorporated in other goods (the "Mixed Goods") before payment, the property in the Mixed Goods shall be and remain with the Vendor until such payment has been made in full. The Buyer shall hold the Mixed Goods as bailee for the Vendor and will store the Mixed Goods in a manner that they are clearly identifiable as the property of the Vendor and will keep separate records in respect of the same. If the Buyer sells the Mixed Goods it will:
- (a) hold the proceeds of sale on trust for the Vendor; and
 - (b) account to the Vendor for the value of the goods; and
 - (c) keep the proceeds in a fund separate from its own money and will keep separate records in respect of such money.
- 7.6 Where the Vendor has reasonable cause to believe:
- (a) The Buyer has not strictly complied with these terms and conditions and, in particular, is in default of payment in accordance with clauses 1 and 6; or
 - (b) The Buyer has or will commit an act of bankruptcy or (being a company) has had a receiver appointed or about to be appointed, or is declared insolvent;

Despite section 109 of the Personal Property Securities Act 1999, and in addition to the rights contained in that section, the Vendor may recover any or all of the goods or the Mixed Goods and resell them and for such purpose may at any time of the day or night enter by force if necessary upon any premises where such goods or Mixed Goods are reasonably thought to be stored (and the Buyer grants the Vendor an irrevocable right and authority to so

recover, re-enter and resell) PROVIDED THAT the Vendor may only recover and resell for its own account sufficient of the goods and/or Mixed Goods to satisfy all unpaid liability in respect of the goods and services and the costs of resale. If the Vendor recovers any excess, it shall not be liable in damages but shall account for the excess to the Buyer. The Vendor and its employees or agents shall not be liable for any loss or damage whatsoever incurred as a result of seizure, repossession or removal of goods from any premises pursuant to this clause.

- 7.7 The Buyer shall not charge the goods in any way nor give any interest in the goods while they remain the property of the Vendor.
- 7.8 In exercising its rights pursuant to this clause, the Vendor shall be entitled to deduct from any sale of goods or Mixed Goods recovered from the Buyer all the liabilities and expenses (including legal expenses) incurred by the Vendor in enforcing or attempting to enforce its rights pursuant to his clause 7.
- 7.9 The Buyer shall immediately inform the Vendor of any event or events likely to be adverse to the Vendor's proprietary rights in respect of the goods or any of them.

8. IDENTIFICATION POLICY

- 8.1 Deliveries of the Goods must be signed for by someone over the age of 18 years' old. The Vendor will insist on age verification if you "look" over 25 years of age or younger – it is judgment call, so please be flattered if they ask, it is not our intent to offend! The Buyer accepts and acknowledges that if verification of age cannot be produced or the recipient at delivery is not over the age of 18 years' old

9. PRIVACY

- 9.1 The Vendor complies with the Privacy Act 1993 (the Act) when dealing with personal information. This clause does not exclude or limit the rights of the Buyer under the Act. The Vendor will collect personal information about you from you, when you provide that personal information to the Vendor, including via the website, any related service, through any registration or ordering process, through any contact with us, or when you buy or use the Vendor's Goods and Services.
- 9.2 The Vendor will use the Buyer's personal information to verify identity, to provide goods and services to you and to market our goods and services to you, including contacting you electronically and for any other purpose authorised by the Buyer or the Act.
- 9.3 The Vendor will not disclose your personal information to any third party/ies.
- 9.4 The Vendor will take reasonable steps to keep the Buyer's personal information safe from loss, unauthorised activity, or other misuses. While the Vendor will take reasonable steps to maintain secure internet connections, if the Buyer provides the Vendor with personal information over the internet, the provision of that information is at your own risk.

10. ACKNOWLEDGEMENT

- 10.1 The Buyer acknowledges that it has received a copy of these terms and conditions and in particular that the terms contained in this Agreement. Acceptance of a quote, placement of an order, whether by signature, email or other form of acceptance, including verbal acceptance, deems that the Buyer accepts these terms and conditions issued by the Vendor.