Revised: 29/01/2015



## CAKE RANGE

CODE	DESCRIPTION	SRP
1490	BARA BRITH CAKE SMALL	£3.39
1492	BARA BRITH LOAF SMALL	£2.28
1569	WELSH CAKE X6	£1.37
1595	SHORTBREAD X 6	£2.00
1654	SULTANA MADEIRA	£2.37
3205	LEMON MADEIRA	£2.37
3208	CHERRY MADEIRA	£2.37

Tel: 01248 600517 Fax: 01248 600654

www.caegroes.co.uk





# POPTY BAKERY LTD

## **ACCOUNT APPLICATION FORM**

Trading Name			Contact				
				•			
Delivery Address							
	Post Code:		Tel				
			Unit No.				
Invoice Address (if different to above)							
(ii dilierent to above)	Post Code:		Tel				
Fax		email					
				Years trading			
Full name & address of Proprietor							
Tophotol	Post Code:		Tel				
Additional Info/Notes							
For office use only							
Customer Account Cod	e	Daily/Weekly Inv					
Round	Price Tbl/Discount						
Note	s						
			Date	:			

## **Popty Bakery Ltd - Terms and conditions**

## 1. APPLICABILITY

The conditions of sale set out below shall apply to all contracts for the supply of goods made with the Seller and the person purchasing the goods ("Buyer"). We will extend these terms to anyone or any business pending our approval, which may include approaching other individuals or businesses for trade references. Accounts will be suspended and/or terminated upon the discovery of any misinformation or intention to misinform with regards to account information.

#### 2. ACCEPTANCE

Acceptance of delivery of any goods will be deemed to be acceptance by the Buyer of these Terms and Conditions, notwithstanding anything that may be stated to the contrary in the Buyer's inquiries or on the Buyer's orders.

#### 3. PRICES

All prices agreed during initial account set-up, and are based on an estimated sales volume or value will become subject to review and adjustment if the forecast sales quantities differ from the actual.

#### 4. PAYMENT

Payment of all accounts is to be made no later than 30 days from the date of invoice unless otherwise agreed by the buyer and seller. In the event that payment is not received by the payment date default interest may be charged by the Seller, at a rate equivalent to 3 per cent above the Seller's Banker's Commercial Overdraft rate for the period during which the payment has been overdue. Such default interest may be charged by the Seller on the overdue moneys from the payment date until all moneys including default interest have been paid in full. All payments shall be applied first in payment of default interest (if any).

## 5. DELIVERY

- 5.1. Delivery of goods can only be made at a time that does not interfere with existing rounds and customer delivery times. Although every effort will be made to reach a mutually beneficial time, Popty Bakery will not sacrifice our established customers service. If a compromise cannot be reached, we will consider alternative means to suite the buyers requirements such as alternative drop locations or a key to the premises.
- 5.2. Dates given for delivery are stated in good faith but are not to be treated as a condition of the sale. No claim shall be made by the Buyer on account of late delivery however caused.
- 5.3. Delivery by the Seller to a carrier shall be deemed to delivery to the Buyer.

## **6. UNANTICIPATED EVENTS**

The Seller shall be entitled to cancel or suspend delivery of the goods in the event of any delay or non-performance due directly or indirectly to wars, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God (including extreme weather conditions), or any other cause (whether similar or dissimilar) beyond the reasonable control of the Seller. The Buyer shall have no claims whatsoever against the Seller in consequence of any such cancellation or suspension.

### 7. ORDERING

Ordering must take place during office hours only. These are 9am to 5pm Monday to Friday (The office is closed of a weekend). All "Next Day" orders must be received by no later than 12pm the previous day. Additionally, goods required for delivery on a Monday must be ordered by 4pm on the preceding Friday.

The deadline is there to ensure all customers receive fair treatment and to allow for more accurate production totals. No orders will be processed outside/in exception to the above stated times.

### 8. CANCELLATION

Cancellation must also take place only during office hours as stated above. The 12pm deadline also applies when cancelling all or part of a "Next Day" order. Any items refused on delivery for reasons other than damage or unsuitability will be treated as a cancellation and due to the lack of fore warning will be charged for in full.

## 9. RETURNED GOODS

- 9.1. In respect of the supply of goods on the introductory sale or return basis, all goods delivered may be returned to the Seller provided that.
  - (a) the return is effected within 10 days of the expiry date and
  - (b) the goods are returned in their original packaging and are complete as shipped.
- 9.2. The cost price of the goods will be refunded to the Buyer where goods are returned in accordance with 9.1.

The level of returns is monitored and any abuse of this privilege may result in it being revoked.

## 10. CLAIMS

- 10.1. Advice by the Buyer that he has been invoiced for goods not received must be given within thirty days from the date of invoice.
- 10.2. All claims of any nature must be accompanied by particulars of the claim and by invoice and delivery details.
- 10.3. No claim in respect of goods damaged in transit will be entertained if a carrier has been given a receipt signed without comment or objection by the Buyer or his agent.