Definitions
nntainers' means all containers of whatever kind in which Products are
polied to Customer by or on behalf of Supplier and all returnable packaging
any nature, including, without limitation, the Returnable Packaging,
nntract' means a contract between Supplier and Customer for the supply of
ducts in accordance with these Terms.
ustomer' means the person, company or firm (including, where relevant, its
rtners, directors, employees, officers, agents or sub-contractors (or any
rson holding themselves out as such)) who purchases the Products from
nolier.

person holding themselves out as such)) who purchases the Products from Supplier.

Tolspens Equipment "means dispense equipment supplied to Customer by or on behalf of Supplier of traught products, including, without limitation, all beer on behalf of Supplier of traught products, including, without limitation, all beer on behalf of Supplier of traught products, including, without limitation, all beer neithers, pipes, lines, pressupsi, modern supplied to Customer by or neithers, pipes, lines, pressupsi, not cooling, flash coolers (including remote chilling units) to kegs and casks, other cooling and chilling equipment, and connectors to gas cylinders and beers tanks and ancillary apparatus and equipment for the dispensing of draught Product, and stoppers, carbon dioxide tubes and other related equipment, including chillers and cooling equipment but excludes carbon dioxide and/or mixed gas bottles and cylinders of whatever size and any flow regulating or monitoring systems.

"Insolvency Type Event" means any event in which Customer compounds with or executes an assignment for the benefit of its creditors, has a bankruptcy order against it, enters into voluntary or compulsory liquidation, has, or provides applints over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent, or Supplier believes that any of the foregoing are reasonably likely to occur and informs Customer accordingly.

"Order" means Customer's order for the supply of Products in any form or method, as the case may be.

"Products" means the products and/or materials (or any part of them) set out in the Order which are to be supplied to Customer by Supplier in accordance with these Terms.

"Returnable Packaging" means all kegs, casks, locator boards, crates, pallets, featured and contractions are contracted and contractions and contractions are contracted and contractions are cont

in the Order which are to be supplied to Customer by Supplier in accordance "Returnable Packaging" means all legs, casts, locator boards, criters, pallets, bottles, cans, cass, CO2 and/or mixed gas bottles and cylinders of whatever supplier in college packaging upplied to Customer by or on behalf of Supplier. Supplier in college packaging upplied to Customer by or on behalf of Supplier, and/or order acknowledgement. Terms: means these terms and conditions as amended from time to time by Products. Terms: means these terms and conditions as amended from time to time by Coders.

2.1 An Order constitutes an offer by customer to purchase the Products in Order but this does not mean that the Order is subject to the availability of the 22. Supplier is cascipationed the Order is subject to the availability of the 22. Supplier is cascipationed the Order is subject to the availability of the by Supplier's authorised representative in writing (which, to the purpose of this by Supplier's authorised representative in writing (which, to the purpose of the Supplier is subject to the availability of the 23. Supplier is subject to the availability of the 23. Supplier reserves the right to reject an Order if it does not fulfill Supplier's minimum order value (which may be imposed or amended by Supplier's and with the supplemental greement signed by Supplier's duly authorised the supplier is supplemental greement signed by Supplier's duly authorised the supplier is supplemental greement signed by Supplier's duly authorised the supplier is supplemental greement signed by Supplier's duly authorised the minimum order and supplier is supplemental greement signed by Supplier's duly authorised the supplier of the Supplier's supplier and supplier is supplier and s

Ime. It is the responsibility of Customer to ensure that returned Returnable aging. Dispense Equipment and Containers are noted on each related ry note. Customer's signature on the delivery note or its affirmation on ent of any invoice shall be conclusive evidence that it agrees the accuracy.

of.

In no circumstances shall Customer remove the Dispense Equipment an establishment to which it has been supplied or move it to another part e establishment except with the approval of and under the control of lier or its contractor. Customer shall not permit or suffer any third party to ve, repair or modify in any way Dispense Equipment, except with the

express authority of Supplier or its contractor.

5.6 Customer shall be obliged to arrange and supply electricity for Dispense Equipment where necessary. Customer shall ensure that Dispense Equipment supplied to or under the charge of Customer is maintained in good repair and condition, is kept in accordance with all relevant safety standards and instructions, is insured with a reputable insurer from the time of delivery in the name of and for the benefit of Supplier and is returned to Supplier when no longer used by Customer with Supplier by Supplier is not compatible with suppliers by Supplier is not supplied by Supplier and though such Dispense Equipment or supplied by Supplier and though such Dispense Equipment, Supplier shall be entitled to remove such Dispense Equipment or supplied by Supplier and etispensed through such Dispense Equipment is use.

5.8 Supplier will not accept any liability whatsoever for loss, damage, nor (except arising out of Supplier's negligence) death or injury arising directly or indirectly out of any interchange or attempted interchange of Supplier's negligence will indemnify Supplier against. (I) any loss suffered by Supplier; and (II) any such customer will indemnify Supplier against. (I) any loss suffered by Supplier; and (II) any solved in the supplier and (II) any such customer shall comply with Supplier's reasonable guidelines as to storage, handling, transportation and dispensing of the Products from time to time.

transportation and dispensing of the Products from time to 5.10 Any point-of-sale material supplied by Supplier is for use by Customer for business purposes relating to the Products only and is returnable on demand by Supplier. Customer shall take good and proper care of any such point-of-sale material and make good any damage or loss caused to Supplier by failure to do so.

Indicated that linking your any variance on loss caused to supplier by familiar. If Supplier has consented to Customer on-supplying Products to its 3*d coustomers, then, without prejudice to the foregoing provisions of clause 5, omer shall procure that all Returnable Packaging, Containers and (facile) Dispense Equipment relating to such Products are supplied by omer to its 3*d party customer on the same terms as those set out in se 5.

Customer steal procuse guipment relating to such Products are supplied by Customer to its 3" party customer on the same terms as those set out in Gausse Frice

6.1 The price payable for the Products (excluding Products supplied for export) shall be as stated in Supplier's current price list at the date of delivery unless otherwise agreed in writing by Supplier.

6.2 Any price quotation provided by Supplier shall not constitute an offer and is only valid for a period of 14 working days from its date of issue after which Supplier may alter such quotation (or any part of it) without notice to Customer.

6.3 All prices stated by Supplier (whether generally or in any Customer specific documentation) are subject to alteration at any time without prior notice and will be reviewed by Supplier at least once in each calendar year. In reflect changes to supplier pricing, supply chain costs, duties taxes, levies, import costs, transport costs, fuel costs, environmental packaging levies and charges, and costs imposed on Supplier pursuant to a deposit return scheme, customs clearances and/or foreign exchange rates.

6.4 Customer acknowledges that there may be errors on any pricing notified by Supplier and where this is the case, Supplier shall provide a corrected invoice to Customer rectifying any error. Customer shall be responsible for settling such invoice in the normal manner and in accordance with these Terms. Any invoice errors must be notified by Customer to Supplier within 14 days of the date of the relevant invoice to classe 6.6, and unless otherwise agreed in writing by Supplier.

invoice in the normal manner and in accordance with these Terms. Any invoice errors must be notified by Customer to Supplier within 14 days of the date of the relevant invoice.

5. Subject to clause 6.6, and unless otherwise agreed in writing by Supplier, the price of the Products is inclusive of all duties, standard packaging and delivery, and exclusive of any special inspection or delivery requirements (including unscheduled and emergency deliveries), any additional transportation costs imposed by law or regulation and value added tax, all of which shall be for the account of Customer.

Which shall be for the account of Customer of Customer shall be responsible or any relevance of the products and shall be the shall be responsible or any relevance of the products and shall be responsible or any relevance of the products available to customer of the products of the products available to customer of the products of the products available to Customer at the chosen delivery destination. All risk in the Products shall pass to Customer after they leave Supplier's premises and Section 32(3) of the Sale of Goods Act 1979 shall not apply. Responsibility for the customs clearance from supplier of the sale of the Products and shall pass to Customer after they leave Supplier's premises and Section 32(3) of the Sale of Goods Act 1979 shall not apply. Responsibility for the customs clearance from Supplier on that basis, all prices are quoted on the basis that the Products from Supplier on that basis, all prices are quoted on the basis that the Products from Supplier on that basis, all prices are quoted on the basis that the Products from Supplier on that basis, all prices are quoted on the basis that the Products from Supplier on the basis, all prices are quoted on the basis that the Products from Supplier on the basis, all prices are quoted on the basis that the Products from Supplier on the basis, all prices are quoted on the basis and of marketing support granted in respect of otherwise). Its tiling tees and of marketin

discounts (retrospective or otherwise). Isting fees and/or marketing support or granted in respect of such Products and charge the full price stated in Supplier's then current price list in respect of those Products.

Payment
7.1 Supplier may invoice Customer at any time before delivery or collection of the supplier's invoice. Customer shall make payment in pounds sterling in cleared and supplier's invoice. Customer shall make payment in pounds sterling in cleared and supplier's invoice. Customer acknowledges that any amounts due to Customer by Supplier's invoice. Customer acknowledges that any amounts due to Customer by Supplier's hall not affect Customer's obligations under this clause 7.7.2. All amounts due to Supplier shall be paid in full by Customer without any set-off; counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Time for payment shall be of the essence of the Contract his payable by Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Supplier to Customer, Customer shall, on receipt of a valid VAT invoice from EP roducts.

Where any taxable supply for VAT purposes is made under the Contract by Supplier any to Supplier such additional amounts in respect of VAT as is chargeable on the supply of the Products at the same time as payment is due for such additional amounts in respect of VAT as is chargeable on the supply of the Products at the same time as payment is due for such additional amounts in respect of VAT as is chargeable on the supply of the Products at the same time as payment is due for such additional amounts in respect of VAT as is chargeable on the supply of the Products at the same time as payment is due for such additional amounts in contract by Supplier and the additional amounts in the contract by Supplier and the additional amounts in respect of VAT as is chargeable on the supplier and th

chairgeable on the supply of the Products at the same time as payment is due for the Products.

7.4 If Supplier makes any payment or overpayment to Customer in error, supplier within 26 days of Customer having made Supplier aware of the error.

8.1 Gredit Accounts

8.1 Supplier may, at its sole discretion, establish a credit account for Customer. Any credit account will be subject to Supplier completing credit reference or other enquiries to its satisfaction. A credit account shall only becomeoperational after Supplier has confirmed in writing that such a facility will reference or other enquiries to its satisfaction. A credit account shall only becomeoperational after Supplier has confirmed in writing that such a facility will refuse or at any time withdraw a credit account without giving reason and demand immediate payment of all sums then outstanding by Customer.

8.2 If Customer has a credit account pursuant to clause 8.1, Customer shall make payment in full for the Products in pounds sterling and in cleared funds in accordance with the credit terms and on the date set out in Supplier's invoice. Supplier shall be entitled to invoice Customer for each Order at any time after day to supplier shall be entitled to invoice Customer for each Order at any time after day in the supplier shall be entitled to invoice Customer for each Order at any time after day in the accordance with cleared times and on the date set out in Supplier's invoice.

8.3 Supplier may at any time and at its sole discretion demand security or suitable guarantee for or to vary the terms or method of payment before continuing with or delivering Products in satisfaction of any Order notwithstanding any subsisting agreement to provide credit to Customer.

9. Money Laundering.

9. Money Laundering.

10.1 Supplier reserves the right to require confirmation.

9.2 Supplier shall not, under any circumstances, accept payments in cash.

10.1 Customer must immediately notify Supplier in writing if it disputes an invoice and shall continue to pay the un

accrued but not yet been paid will be cancelled and any rights to these shall automatically cases. Products
12. Recovery of profucts
13. Recovery of profuncts
14. Customer particles and Insolvency Type Event or if Customer fails to make the contract of any Products owned by Eventual Customer of the contract of the co

pursuant to case and Customer strain contact accordance with clause 4.5 until such time accordance with clause 4.5 until such time accordance with clause 4.5 until such time accordance with such such as a coordance with any instructions from Supplier and all applicable laws and regulations from time to time (including without limitation ensuring compliance with those regulations relating to health and safety, bribery, corruption and the environment); and the complete, accurate and meet requirements (as defined in clause 15) are complete, accurate and meet requirement and the complete accurate and meet requirements of the Products (including any barcoding) and for its own stock control and rotation of stock; provide Supplier (including its employees, agents and contractors) and the facilities as reasonably required

stock;
13.1.4 provide Supplier (including its employees, agents and contractors) with access to Customer's premises and other facilities as reasonably required by Supplier to deliver the Products;
13.1.5 ensure that the Products are rotated so that the oldest are sold first and in any event before the "Best before Date" which is marked on their respective Containers;

Supplier to derive the Products are rotated so that the oldest are sold first and in a saure that the Products are rotated so that the oldest are sold first and in a saure that the Products are rotated so their respective Containers in which they are supplied and all labels, names, barcodes, reference marks and numbers and instructions are not removed, altered or covered at any time; 13.1.7 comply with all applicable laws, statutes, regulations and codes (including, but not limited to, the Portman Code) from time to time in force; and 13.1.8 continued to the products are not removed, altered or use that may be notified by Supplier from time to time. Or requirements that may be notified by Supplier from time to time, and cooperation in locating and recovering any defective Products and preventing their sale to third parties and shall comply with any product recall procedures adopted by Supplier and use all reasonable endeavours to ensure that its customers co-operation at similar manner. Advantages 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 and expenses) suffered or incurred by Supplier or its group of companies arising out of or in connection with Customer's breach of warranty or breach of its obligations under these Terms.

14.1 Subject always to Customer complying with its obligations under the Terms, Supplier warrants that the Products will correspond with any description given in its price list or specification (subject to clause 14.2), be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with all applicable legislation governing the sale of the Products in the United Kingdom. 14.2 Supplier reserves the right to amend the specification of a Product and the product of a Product of the Product without notice.

14.3 Without prejudice to clause 3.7. Customer must notify supplier immediately of any defects in a Product and not later than two days upon beco

(whether 'aliready agreed with Customer or otherwise) to reflect any changes made by the producer of manufacturer of the Product without notice. Supplier immediately of any defects in a Product and not later than two days upon becoming dwarer of such defect. Any Products identified with a defect must be made available to Supplier for inspection or returned to Supplier at Customer's orequest, and the product of the product