

Indian Tiffin Limited - Terms & Conditions for Wholesale Purchases.

TERMS & CONDITIONS

This page (together with any documents referred to on it) tells you the terms and conditions for wholesale purchases. If you do not agree to these terms, you will not be able to order from us or via our website.

1.0 INFORMATION ABOUT US:

1.1 We ("We", "Seller", "Us") operate the website ("Website") www.indian-tiffin.com which is the trading style name of Indian Tiffin Limited, whose office address is located at 71-75 Shelton Street, Convent Garden, London, WC2H 9JQ, UK, United Kingdom.

2.0 SERVICE AVAILABILITY:

2.1 Our site is mostly intended for use by people resident in the United Kingdom of Great Britain and Northern Ireland, and who are capable of forming a contract with us under relevant UK consumer laws and regulations. Anyone outside these locations shall be able to order from us, as long as they agree to these same Terms & Conditions.

3.0 YOUR STATUS:

By placing an order through our site, you warrant that:

- 3.1 you are legally capable of entering into binding contracts; and
- 3.2 you are at least 18 years old, or in the case of anyone under 18, a parent or legal guardian has read these Terms & Conditions and has agreed to them on your behalf;
- 3.3 you are resident in one of the Serviced Countries; and
- 3.4 you are accessing our site from one of those serviced countries.

4.0 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US:

4.1 After placing an enquiry for our services, you will receive an e-mail acknowledging it. Please note that this does not mean that any order for services has been accepted. The Buyer's order merely constitutes an offer to Us to buy the Goods. All orders are subject to acceptance by us, and at our absolute discretion, we will confirm such acceptance to you by sending you an e-mail that confirms your order.

4.2 The Contract will relate only to those goods and or services we have confirmed. We will not be obliged to supply any other goods or Services to you, whether expected by you or not.

5.0 APPLICATION

5.1 These conditions apply to all sales of goods ("the Goods") by the Seller ("Seller", "Us") to any purchaser ("the Buyer") and shall apply in place of, and prevail over any terms or conditions contained or referred to in the Buyer's order or in any correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by a director or other authorised representative of the Seller. Any purported or presumed provisions to the contrary are hereby excluded or extinguished.

5.2 In circumstances where the Buyer is a "Consumer" for the purposes of the Consumer Protection (Distance Selling) Regulations 2000 (as amended) ("the Regulations") then paragraph 12 shall also apply and be incorporated into the contract for the sale of the Goods between the Seller and the Buyer.

6.0 INFORMATION ABOUT THE SERVICE AVAILABILITY & CONTRACT

6.1 The Seller's acceptance of the Buyer's order shall be effective only where such acceptance is made in writing or by the Seller dispatching the Goods and a sales invoice ("Sales Invoice") to

the Buyer or, where delivery is to take place by the Buyer collecting the Goods, by the Seller notifying the Buyer that the Goods, along with a copy of the Sales Invoice, are ready for collection. It is at this point in time that the contract ("the Contract") between the Seller and the Buyer is formed.

- 6.2 The minimum net value of each order shall be as determined from time to time by the Seller. Currently, in order to qualify for the preferential wholesale rate ("Wholesale"), the minimum order is 12 units. The Contract will only relate to those Goods whose despatch is confirmed in the Sales Invoice. The Seller will not be obliged to supply any other goods which may have been part of the Buyer's order until the despatch of such products has been confirmed in a separate Sales Invoice.

7.0 PRICES

- 7.1 The price of the Goods shall be the price stated in Our price list current at the date of production of the Sales Invoice or at a price stipulated by Us. The Site contains a large number of Goods and it is always possible that, despite the best efforts of the Seller, some of the Goods listed on the Site may be incorrectly priced. If the correct price of the Goods is higher than the price stated on the Site, the Seller may at its discretion, contact the Buyer for instructions prior to despatching the Goods, or reject the order and notify the Buyer of such rejection. The Seller shall have the right at any time before delivery, to withdraw any discount from its normal prices and/or to revise the price of the Goods to take into account increases in costs including, (without limitation) costs of any goods, materials, carriage, labour or overheads the increase or imposition of any tax duty or other levy and variation in exchange rates. Such prices in any event, are at the time of display, merely considered an Invitation to Treat.

- 7.2 The Seller is under no obligation to provide the Goods to the Buyer at an incorrect (lower) price even after the Seller has issued a Sales Invoice, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Buyer as a mis-pricing, typo, display error or clear mistake.

- 5.3 Except as otherwise stated under the terms of any quotation or any price list of the Seller, or unless otherwise agreed in writing between the Buyer and the Seller, all prices set out in the Seller's current price list are exclusive of delivery costs of the Goods, to a place agreed between the Seller and the Buyer and shall exclude the costs of transport, packaging and insurance.

- 5.4 Unless otherwise specified the price is exclusive of any Value Added Tax and any other taxes or duties and the Buyer shall be additionally liable to pay the same to the Seller if applicable.

6 TERMS OF PAYMENT

- 6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to issue a Sales Invoice to the Buyer for the price of the Goods on or at any time before or after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which the Seller shall be entitled to issue a Sales Invoice to the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

- 6.2 We do not at this time give delayed payment or credit accounts. For any special terms or arrangements, please contact us directly.

- 6.3 We may offer discounts on the net price of the Goods as set out from time to time in Our current price list. Any discounts or special promotions, are at our invitation and discretion, and we reserve the right to change, expand or withdraw any such discounts or special promotions at any time.

- 6.4 At all times and in any event, we reserve the right to request full payment for any goods ordered prior to delivery being instigated.

7.0 DELIVERY

- 7.1 Delivery shall be made by the Seller delivering the Goods to a place agreed by the Seller.
- 7.2 Delivery of the Goods may also be made (by special arrangement with the Seller) by the Buyer collecting the Goods at the Seller's premises within a reasonable time after the Seller has notified the Buyer that the Goods are ready for collection.
- 7.3 The Seller will endeavour to adhere to delivery dates requested by the Buyer although delivery dates mentioned are approximate only, and not of any contractual effect. Due to the complex nature of some delivery companies' distribution and delivery routes, Indian Tiffin Limited shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Delivery at any specific date or time cannot be guaranteed. The Seller cannot guarantee delivery within 24 hours of receipt of the Buyer's order.
- 7.4 The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery although (owing to stock shortages from time to time of one or more item of the Goods), the quantity may be less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered.
- 7.5 If the Buyer refuses or fails to take delivery of Goods tendered in accordance with the contract, or fails to take any action necessary on its part for delivery of the Goods, the Seller shall be entitled at its option:
- 7.5.1 to store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and transport; or
- 7.5.2 to terminate the contract with immediate effect, to dispose of the Goods as the Seller may determine and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure.
- 7.6 Unless otherwise expressly agreed the Seller may affect delivery of the Goods in one or more instalments. Where delivery is effected by instalment, each instalment shall be treated as a separate Contract, and failure by the Seller to deliver any one or more instalments in accordance with these conditions, or any claim by the Buyer in respect of any one or more instalments, shall not entitle the Buyer to treat the contract as a whole as repudiated.
- 8.0 TITLE OF GOODS AND RISK**
- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
- 8.2 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 8.3 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods.
- 8.4 The Goods shall remain the sole and absolute property of the Seller as the legal and equitable owner, until such time as the Buyer has paid the agreed price, together with the full price of any other Goods the subject of any other contract with the Seller.
- 8.5 Until such payment is made, the Buyer shall be in possession of the Goods solely as the bailee for the Seller, and in a fiduciary capacity and shall store the Goods in such a way as to enable them to be identified as the property of the Seller. The Buyer shall be at liberty and may in the ordinary course of its business, sell and deliver the Goods to any third party as the Seller's bailee, and in a fiduciary capacity, and undertakes that the entire proceeds of sale are held in trust for the Seller and are not mingled with any other monies, and shall at all times be identifiable as the Seller's monies. The Buyer agrees immediately upon being so requested by the Seller, to assign to the Seller all rights and claims which the Buyer may have against its customers arising from such sales, until payment is made in full.
- 8.6 The Seller reserves the immediate right of repossession of such of the Goods to which it has retained title as aforesaid, as are sufficient to satisfy all its unpaid sums and costs, thereafter to re-sell the same and to refund to the Buyer any amount recovered in excess of such unpaid sums, and costs and for this purpose the Buyer hereby grants an irrevocable right and licence to the Seller's servants and agents, to enter upon all or any of its premises with

or without vehicles during normal business hours, to repossess or otherwise reclaim any and all of its property. This right shall continue to subsist notwithstanding the termination of any contract between the Buyer and the Seller for any reason, and is without prejudice to any accrued rights of the Seller.

9.0 SPECIFICATIONS

9.1 Unless expressly agreed in writing by the Seller, all specifications and particulars of weights and dimensions submitted by the Seller are approximate only, and the Seller shall have no liability in respect of any deviation or error. In particular, but without prejudice to the generality of the foregoing, the Seller reserves the right to make any changes in the specifications of the Goods which are required to conform with any applicable safety or other statutory requirements, at any time in their absolute judgement.

10.0 LIABILITY

10.1 The Seller shall not be liable to the Buyer:

10.2 for shortages in quantity delivered unless the Buyer notifies the Seller of any claim for short delivery within 24 hours of receipt of the Goods;

10.3 for damage to or loss of the Goods or any part thereof in transit (where the Goods are carried by the Seller's own transport or by a carrier on behalf of the Seller), unless the Buyer shall notify the Seller of any such within three days of receipt of the Goods.

10.4 for defects in the Goods caused by abnormal conditions of storage, wilful damage, negligence, failure to follow the Seller's instructions (whether oral or in writing) or misuse of the Goods without the Seller's prior written approval;

10.5 for other defects in the Goods unless notified to the Seller within 3 days of receipt of the Goods by the Buyer; or

10.6 for claims arising in respect of any Goods which have been price marked by the Buyer.

10.7 The Seller shall not be liable to the Buyer under clause unless the Buyer notifies the Seller in writing of any potential claim.

10.8 The Buyer may return the Goods using the Seller's carrier provided that such Goods must be delivered to the carrier for return to the Seller as soon as possible after delivery of the Goods. All Goods returned via the Seller's carrier shall be at the Buyer's risk and cost.

10.9 Where any liability is accepted by the Seller, the Seller's only obligation shall be at its option to make good any shortage or non-delivery and/or as appropriate, to replace any of the Goods found to be damaged or defective and/or to refund the cost of any such Goods to the Buyer by the way of either a credit note or a cash sum.

11.0 LIABILITY RELATING TO GOODS

11.1 The Seller's aggregate liability to the buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances shall exceed the cost of the defective, damaged or undamaged Goods which gave rise to such liability, as determined by the net price invoiced to the Buyer (less any discount awarded in respect thereof), in respect of any occurrence or series of occurrences.

11.2 Except as expressly provided in these conditions all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Goods are hereby excluded, and the Seller shall be under no liability to the Buyer for any loss damage or injury direct or indirect (including without prejudice to the generality of the foregoing consequential loss or damage, whether for loss or profit or otherwise), resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Seller its employees or agents SAVE THAT according to UK law, the Seller shall only accept liability for death or personal injury caused by the sole negligence of the Seller.

11.3 The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of Goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond

the Seller's reasonable control (Force Majeure). If due to such circumstances or events the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

- 11.4 Any Goods displayed or provided on the Site by the Seller are done on an "AS IS" and an "IF AVAILABLE" basis and the Seller expressly disclaims and excludes all warranties, conditions, representations and terms, whether express or implied by statute, common law or otherwise, with respect to the Site or the information, content, materials or goods included in the Site including, without limitation, as to the accuracy or completeness of the Site, as to whether it is up to date and as to the condition of any goods displayed or provided.

12.0 INSOLVENCY AND DEFAULT

- 12.1 This paragraph applies in the following circumstances:
- 12.2 the Buyer is in breach of any of the terms hereof and (if such breach is remediable) fails to remedy such breach within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- 12.3 any encumbrancer, receiver or liquidator takes possession or a receiver is appointed over any of the property or assets of the Buyer; or
- 12.4 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an Administration Order; or
- 12.5 the Buyer goes into liquidation (except for the purpose of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the Buyer under this Agreement); or
- 12.6 anything analogous to any of the foregoing under the law of any jurisdiction in relation to that other party; or
- 12.7 the Buyer ceases, or threatens to cease, to carry on business; or
- 12.8 the Seller reasonably apprehends that any of the events mentioned above is about to occur, in relation to the Buyer and notify the Buyer accordingly.
- 12.9 If any such circumstances in the paragraphs apply then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled without any liability to the Buyer to stop any of the Goods in transit and/or suspend further deliveries and/or by notice in writing to the Buyer, determine the contract and if the Goods have been delivered but not been paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13.0 CONSUMER RIGHTS

- 13.1 These paragraphs shall only apply in the event that the Buyer is a "Consumer" for the purposes of the Regulations ("a Consumer").
- 13.2 Under UK legislation (Distance Selling Regulations), you have the right to cancel your order within seven (7) Working Days from the date you make it. A Buyer who is a Consumer may cancel such Contract at any time beginning on the day after the Consumer receives the Goods. In this case the Consumer will receive a full refund of the price paid for the Goods within 30 days of the receipt by the Seller of the Buyer's cancellation.
- 13.3 A Consumer who wishes to cancel a Contract must inform the Seller in writing, in respect of which an email is acceptable, and return the Goods to the Seller immediately, in the same condition in which the Consumer received them. Any such returned order must be in full, unused and undamaged.
- 13.4 If we determine that any such returned goods are damaged, used, or order short, or in any other way not in their original condition, or if we determine that such return is spurious, we reserve the right to refuse any refund.
- 13.5 If a Consumer wishes to exercise the right to cancel a Contract then any costs of returning the Goods to the Seller shall be borne by the Consumer.
- 13.6 Your statutory rights shall not be affected by sections 13 of this contract.

14.0 GENERAL

- 14.1 Failure by the Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- 14.2 Applicable laws require that some of the information or communications sent by the Seller to the Buyer should be in writing. When using the Site the Buyer accepts that communication with the Seller will be mainly electronic. The Seller will contact the Buyer by email or provide the Buyer with information by posting notices on the Site. For contractual purposes the Buyer agrees to any electronic means of communication and acknowledges that all contracts, notices, information and other communications that the Seller supplies to the Buyer electronically, comply with any legal requirement that such communications be in writing. This condition does not affect the Buyer's statutory rights.
- 14.3 All notices given to the Buyer by the Seller must be given to the Seller at the address set out in these Tcs&Cs above, or to contact@indian-tiffin.com. The Seller may give notice to the Buyer at either the email or postal address provided by the Buyer at the time of placement of the order, or in any of the ways specified here. Notice will be deemed to have been received and properly served immediately when posted on the Site, 24 hours after an email is sent or three days after the posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.
- 14.4 The contract shall be governed by and construed in accordance with the Laws of England & Wales, and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 14.5 These conditions of sale may be varied from time to time in our absolute judgement, by the Seller upon notice to the Buyer either in writing or by posting on our website.
- 15.0 WEB MEDIA**
- 15.1 The product details and associated images present on this website are for information purposes only. They are designed to improve your buying experience and help you, our customer. While we take care in putting together this information, and believe it is accurate as of when it is published, it is not a substitute for the information present on any packaging itself. The associated images are representative of the product but not guaranteed, as the manufacturer may change product packaging or design, and this may not necessarily be reflected on the website. If you wish to have precise up to the minute information, you should consult us to clarify any questions.
- 15.2 Indian Tiffin Ltd is unable to accept liability or responsibility for incorrect information or associated images. We provide this information in good faith, not as a legal responsibility. Please note, hyperlinks to any external websites, contained with our webpages, may give you extra information. However, we are not in control, and therefore have no liability, of the contents of other websites.
- 15.3 We retain the IP rights to our name, trading style and registered trademark of Indian Tiffin TM. We also assert our rights in relation to any copyright to any and all images or information appearing on our webpages, save that the trademarks and copyrights of any other respective owner is hereby acknowledged. The product data on this website can be reproduced for your own limited use, but may not without our express permission, be reproduced for commercial or promotional purposes. If you see something on the website that you believe to be incorrect, please contact us on contact@indian-tiffin.com