

Cornish Sea Salt Co. Ltd Terms and Conditions of Sale 2023

1. INTERPRETATION

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Buyer"	means the person(s) firm or company who purchases the Goods from the Company
"Company"	means Cornish Sea Salt Co. Ltd (company No.5169406) with registered office address at Pol Gwarra, Porthkerris, St Keverne, Helston, Cornwall, TR12 6QJ
"Delivery"	means the place where delivery of the Goods is to take place under condition 4
"Goods"	means any goods agreed in the Order to be supplied to the Buyer by the Company (including any part or parts of them)
"Order"	means any order by the Buyer for the sale and purchase of the Goods

2. FORMATION AND INCORPORATION

2.1 Subject to any variation in condition 2.2 the Order will be on these conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These conditions apply to all of the Company's sales and any variation to these conditions and any representations about the Goods will have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.

2.3 Each Order will be deemed to be an offer by the Buyer to purchase Goods subject to these conditions.

2.4 No Order will be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

2.5 The Buyer must ensure that the terms of its Order and any applicable specification are complete and accurate. Orders must in written form.

3. DESCRIPTION

3.1 The description of the Goods will be as set out in the Company's quotation and/or price list.

3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of these conditions.

4. DELIVERY

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods will take place at the Buyer's place of business.

The exception to 4.1 is Ex Works (EXW) shipping where responsibility for delivery of the goods falls with the Buyer. The place of collection is The Company's premises. The Buyer must collect the Goods from the Company's premises within 7 days of the agreed date of collection as specified by The Company. Goods remaining uncollected 14 days after date of collection unless otherwise agreed with the Company will incur an additional storage fee charge of £2.50 per pallet, per day which will be added to the final invoice.

4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery will not be made of the essence by notice. If no dates are specified, delivery will be within a reasonable time.

4.3 Subject to the other provisions of these conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss) costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of Goods.

4.4 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations: (a) risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence); (b) the Goods will be deemed to have been delivered; and (c) the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage, insurance and re-delivery charges).

4.6 Where delivery is fixed by instalments, each instalment under the Order shall be deemed to be sold under a separate Order. Defective deliveries of one or more instalments will not entitle the Buyer to repudiate the Order with regards to any instalments remaining deliverable.

4.7 The Buyer must inspect all Orders on delivery. The Company will not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 24 hours of the time when the Goods would in the ordinary course of events been received. A delivery note signed by the Buyer (including an employee or other representative of the Buyer) will be evidence of complete and accurate delivery.

4.8 Partial loss or damage in transit must be reported in writing to the carriers (otherwise than upon the carrier's documents) and to the Company within 24 hours of receipt of the goods or any portion thereof by the buyer. In the event of total loss notice must be given in writing to the carriers and to the Company – within such time will enable the Company to make a claim against the carriers. If this condition is not complied with, the Buyer will be responsible for any loss or any damage in transit.

5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business will be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 Any liability of the Company for non-delivery of the Goods will be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Order rate against any invoice raised for such Goods.

6. RISK/TITLE

6.1 The Goods are at the risk of the Buyer from the time of delivery.

6.2 Ownership of the Goods will not pass to the Buyer until the Company has received in full all sums due in respect of the Goods.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer must (a) hold the Goods on a fiduciary basis as the Company's bailee; (b) store the Goods (at no extra cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they will remain readily identifiable as to the Company's property; (c) not destroy, deface, or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer will produce the policy of insurance to the Company; and (e) hold the proceeds of the insurance referred to in condition 6.3(d) on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions; (a) any sale will be effected in the ordinary course of the Buyer's business at not less than the full invoice value (being the cost of the Goods as invoiced by the Company to the Buyer); and (b) any such sale will be a sale of the Company's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale.

6.5 The Buyer's right to possession of the Goods will terminate immediately if: (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relation to the insolvency or possible insolvency of the Buyer:

or (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Order or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of s.123 of the Insolvency Act 1986 or the Buyer ceases to trade; or (c) the Buyer encumbers or in any way charges any of the Goods.

6.6 The Company will be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7. PRICE

7.1 Unless otherwise notified in writing by the Company the price for the Goods will be the price set out in the Company's price list published on the date of delivery or deemed delivery (the "Price").

7.2 The Price for the Goods will be exclusive of any value added tax the amount of which the buyer will pay in addition when it is due to pay for the goods.

7.3 Unless otherwise stated the Price does not include delivery.

8. PAYMENT

8.1 Payment of the Price for the Goods is due 30 days from the date of invoice and no payment will be deemed to have been received until the Company has received cleared funds.

8.2 Time for payment will be of the essence.

8.3 Any query on an invoice must be raised within 7 days of the date of the invoice.

8.4 All payments payable to the Company under these conditions will become due immediately upon termination of these conditions and/or the Order despite any other provision.

8.5 The Buyer will make all payments due under these conditions without any deduction whether by way of set-off, counterclaim, discount, abatement, debit note or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer, or by prior agreement of the Company.

8.6 If the Buyer fails to pay the Company any sum due pursuant to the Order the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8.7 The Buyer may be liable to pay interest to the Company on such sum from the due date for the payment at the annual rate of 3% above the base lending rate of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgement.

9. LIMITATION OF LIABILITY

9.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these conditions; and
- (b) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Order.

9.3 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

9.4 Subject to conditions 9.2 and 9.3: (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these conditions will be limited to the Order price; and (b) the Company will not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Order.

9.5 Any claims made by the Buyer against the Company under the terms of any guarantee provided by the Company together with the Goods must be substantiated to the satisfaction, and at the sole discretion of, the Company.

10. MINIMUM ORDER VALUES

10.1 The minimum order value for the Buyer wanting to receive Wholesale pricing will be £500. For any orders received below £500 the Company will charge a £50.00 surcharge to cover the cost of order process, packaging and 48-72 hour delivery service.

10.2 In the event that the order received has a value below £200 the Buyer will be charged Trade pricing and a £50 delivery surcharge.

10.3 The minimum order value for the Buyer wanting to receive Trade pricing will be £100. For any orders received below £100 the Company will charge a £10.00 surcharge to cover the cost of order process, packaging and 48-72 hour delivery service.

10.4 The minimum order value for the Buyer wanting to receive Bulk Manufacturing pricing and free P&P will be £400. For any orders received below £400 the Company will make a charge to cover the cost of P&P. No orders under £100 will be accepted.

10.5 Collection from the Company will be available on all orders at no cost to the Buyer.

11. RE-STOCKING CHARGE/RETURNS/GUARANTEE

11.1 Any Goods ordered by the Buyer and delivered substantially in accordance with the Buyer's instructions, subsequently returned to the Company for any reason other than faulty manufacture, will be subject to a restocking charge equal to 15% of the invoice value of the Goods (subject to the Goods being returned in the condition despatched) and the responsibility for any costs or charges incurred in the return of such goods to the Company's premises will be the Buyer's.

11.2 Goods and packages returned for any reason must be returned to the Company in Gweek, Cornwall.

11.3 Any claims made by the Buyer against the Seller under the terms and conditions of any guarantee supplied with the Goods must be substantiated to the sole satisfaction, and at the sole discretion, of the Company. No replacement or credit will be given in respect of a faulty product or material until sufficient evidence of the validity of the claim has been presented.

12. ASSIGNMENT

12.1 The Buyer will not be entitled to assign the Order or any part of it **or resell any Goods on third party websites** without prior written consent of the Company.

12.2 The Company may assign the Order or any part of it to any person, firm or company.

13. FORCE MAJEURE

13.1 The Company reserves the right to defer the date of delivery or to cancel the Order or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of [180] days, the Buyer will be entitled to give notice in writing to the Company to terminate the Order.

14. COMMUNICATIONS

14.1 All communications between the parties about this Order and the conditions must be in writing and delivered by secure email, hand or sent by pre-paid first class post to the registered office or principal place of business of either party.

14.2 Communications will be deemed to have been received: (a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); (b) if delivered by hand, on the day of delivery; and (c) if received by email within 24 hours of sending.

15. TELEPHONE

Please be advised that for staff training purposes as well as for your own security, we may record telephone calls to/from us.

16. INTELLECTUAL PROPERTY

The Buyer acknowledges that the Intellectual Property Rights as defined below, the trademark "Cornish Sea Salt Co.", and any and all other trademarks and names for Cornish Sea Salt Co. Ltd Products and services owned by, licensed by or used by the Company, and any and all applications or registrations thereof (collectively, "Trademarks"), are good and valid and that the Trademarks are exclusively owned by or licensed to the Company or its affiliates.

The Buyer agrees that, except as provided in this Agreement, it will not use, display or make reference to the Trademarks or any other name or mark owned or licensed by the Company, or any reproduction, counterfeit, copy or colourable imitation thereof, or any name or marks so similar to the Trademarks as to likely cause confusion with the Company's marks for any purpose, including, without limitation, on or in connection with any materials that are placed on the internet or will otherwise be displayed or are viewable from a computer screen.

17. GENERAL

17.1 If any provision of these conditions or the Order is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Order and the remainder of such provision will continue in full force and effect.

17.2 Any waiver by the Company of any breach of, or any default under, any provision of the Order by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Order or these conditions.

17.3 The parties to these conditions do not intend that any term of these conditions to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.4 The formation, existence, construction, performance, validity and all aspects of these conditions and the Order will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

17.5 The Company reserves the right to amend these terms and conditions at any time.