

## Collectiv Food Standard Terms and Conditions

### 1. Orders

- 1.1. These terms and conditions shall apply to all orders placed with Collectiv Food for the supply of Products and these terms and conditions will, together with the agreement setting out the details of the products to be supplied, constitute the entire agreement between Collectiv Food and the Customer. These terms shall override any other terms, including any terms of the Customer.
- 1.2. Orders (including recurring or standing orders) are deemed to be accepted by Collectiv Food once an agreement in respect of the order has been signed by both parties. At this point there will be a binding contract between the Customer and Collectiv Food.
- 1.3. During the Term, the Customer agrees to email Collectiv Food (or use proprietary ordering systems to place orders) with the following information:
  - 1.3.1. where possible, at least 7 days prior to the delivery date for the Products, a confirmation of the expected order quantity of each of the Products; and
  - 1.3.2. no later than at midday on the day prior to each scheduled delivery, the exact order quantity required of each Product.
- 1.4. If the Customer fails to comply with clause 1.3 above, Collectiv Food will make best endeavours to meet any 'last minute' order requirements of the Customer.
- 1.5. Collectiv Food shall, following agreement by the Customer, provide the Customer with samples of new or alternative Products from time to time in addition to the Products ordered. Such products will be provided free of charge provided that the Customer uses the sample Products and emails its feedback on the sample Products to Collectiv Food within fourteen days of receipt of the Products.
- 1.6. Collectiv Food is not the Producer of any Products but is a distributor of the Products. On this basis, the Customer acknowledges that Collectiv Food is:
  - 1.6.1. reliant on the information provided by the Producer when providing information about Products to Customers;
  - 1.6.2. not in a position to provide any warranty as to the quality, safety, merchantability or legality of the Products; and
  - 1.6.3. unable to check, audit, vet, monitor or control the accuracy of any information provided by any Producer about the Products.
- 1.7. On the basis of clause 1.6 above, any descriptions, specification sheets or other information published by Collectiv Food about the Products shall merely be to give an approximate idea of the Products and shall not form part of the contract between Collectiv Food and the Customer.
- 1.8. Collectiv Food shall not be liable for any delay or failure to perform any contract with any Customer due to events beyond its reasonable control, including (without limitation) any event or issue which may arise due to the departure of the United Kingdom from the European Union (Brexit) or any associated event, any act of God, war, terrorist activity,

pandemic, local or national emergency, computer failure or breakdown, loss of power, fire, flood, local or national emergency, unusually severe weather conditions, road closure, explosion, sabotage or riot.

## **2. Price**

- 2.1. The Price is inclusive of delivery of the Products to the Delivery Location.
- 2.2. The Price shall be exclusive of all taxes, duties or levies. Any taxes, duties or levies shall be invoiced to the Customer with the Price of the Products.
- 2.3. If the price Collectiv Food pays for the Products changes during the Term, Collectiv Food reserves the right to vary the Price up or down proportionately. In the event of any proposed increase in the Price, Collectiv Food shall notify the Customer of any increase in the Price in writing as soon as practicable. The Customer shall have 48 hours to confirm its agreement to the increased Price.
- 2.4. If the Customer confirms its agreement to the proposed increased Price in writing, the increased Price shall be payable by the Customer for the remainder of the Contract, subject to any further variations agreed in writing between the parties.
- 2.5. If the Customer does not agree to the proposed increased Price, the Customer may refuse further supplies of any Products affected by an increase in Price.
- 2.6. If any Product is no longer available, Collectiv Food reserves the right to refuse to supply the Products, in which case Collectiv Food will notify the Customer in writing (including by email).

## **3. Loss or damage**

- 3.1. The risk of loss or damage to the Products shall pass to the Customer on completion of delivery in accordance with clause 6.1.
- 3.2. Collectiv Food will not be responsible for any loss or damage to the Products caused by any act, default or omission by the Customer or its representative or as a result of any issue with the Delivery Location. This includes loss or damage relating to inappropriate storage of the Products, including any failure to store Products in accordance with Collectiv Food's instructions or, in the absence of any specific instructions, in appropriate conditions (including at an appropriate temperature), or the sale or distribution of any Products after their "best-before" or "use-by" date.

## **4. Payment**

- 4.1. Unless otherwise agreed in writing, payment by Customers must be made within 30 days of the date of the invoice for the Products.
- 4.2. Collectiv Food reserves the right to charge interest at 2% above the Bank of England base rate from time to time in force and a late payment fee of £40 from the date payment becomes overdue.
- 4.3. From the date the payment becomes overdue, Collectiv Food reserves the right to demand immediate payment of all sums due by the Customer and to suspend delivery of all future or outstanding orders.

## **5. Delivery**

- 5.1. Delivery of the Products shall be made to the Delivery Location(s) and shall be completed once the Products are unloaded at the Delivery Location(s) and a delivery note has been signed by or on behalf of the Customer. A delivery note will be deemed to be signed on behalf of a Customer if it is signed by someone who represents themselves as being engaged by, or an employee of, the Customer.
- 5.2. Ownership (otherwise known as title) of the Products shall pass to the Customer on completion of delivery in accordance with clause 5.1.
- 5.3. Collectiv Food shall not be liable for any loss or damage whatsoever arising as a result of a delay or failure to deliver Products as requested by the Customer.
- 5.4. Where there is a delay in delivery of the Products, the Customer shall not be entitled to cancel the order.
- 5.5. Collectiv Food may decline to complete the delivery if it is believed to be unsafe, unlawful or too difficult to do so, or if the premises where the Products are being delivered to are inaccessible.
- 5.6. In the event of the customer requesting an additional delivery of products outside of the agreed scheduling time and planning, Collectiv Food may add a delivery charge to cover exceptional costs of providing the service.

## **6. Cancellation of, and changes to, orders and returns**

- 6.1. Any Contract may be terminated in whole or in part by either the Customer or Collectiv Food giving prior notice in writing to the other of at least:
  - 6.1.1. 1 week notice during the Trial Period;
  - 6.1.2. 4 weeks' notice following the end of the Trial Period.
- 6.2. Any variation to any Contract must be agreed between the Parties in writing.
- 6.3. If the Customer consistently orders less than the Minimum Order Quantity agreed, Collectiv Food reserves the right to terminate the Contract immediately and renegotiate new terms of supply.
- 6.4. On request by the Customer, Collectiv Food may agree to changes in an order after it has been placed but, in any case where changes are agreed, Collectiv Food may freeze any surplus stock and hold it for future demand. On receipt of the Customer's consent in writing, Collectiv Food may also supply a new order, or a request for an increase in an order, using stock which has previously been frozen.
- 6.5. Where a Customer wishes to return any Products, the Customer must notify Collectiv Food of this decision within 24 hours of Delivery and retain the damaged Products for inspection and collection.
- 6.6. Collectiv Food will accept the return of Products from the Customer only.
- 6.7. Returns and claims for credit or replacements will only be accepted with photographic evidence, batch and date life records, and before Customer processing or cooking.

## **7. Warranties**

- 7.1. Collectiv Food warrants that the Products shall be properly packed to enable them to reach their destination in good condition.
- 7.2. The Customer warrants that it will not sell or otherwise distribute Products after any "best before" or "use by" dates displayed on the Products or otherwise notified to the Customer.
- 7.3. The Customer warrants that it shall reimburse Collectiv Food in respect of any losses, damages, costs or expenses incurred by Collectiv Food as a result of any breach by the Customer of this agreement.
- 7.4. The Customer warrants that, once Collectiv Food has supplied Products under these terms and conditions, it shall not enter into any arrangement to buy the Products directly from the Producer for as long as Collectiv Food remains able to supply those Products. If the Customer breaches this warranty it shall be liable to Collectiv Food for any losses suffered as a result of such breach.

## **8. Intellectual Property**

- 8.1. The Customer agrees not to infringe any intellectual property rights, to include reproducing, copying, duplicating, transmitting, publishing, displaying and/or selling any content belonging to either Collectiv Food or any Producers.

## **9. Compliance with legislation**

- 9.1. All parties agree to comply with all laws applicable in the UK and wherever the Products are being ordered or delivered, including the following:
- 9.1.1. the Data Protection Legislation;
  - 9.1.2. all tax evasion legislation;
  - 9.1.3. all health and safety legislation; and
  - 9.1.4. all anti-bribery legislation.

## **10. General**

- 10.1. Any failure or delay by Collectiv Food in enforcing the terms of this contract shall not be construed as a waiver of any of Collectiv Food's rights under the Contract. Any waiver by Collectiv Food of any breach of, or any default under, any provision of the contract by Collectiv Food shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 10.2. Collectiv Food but not the Customer may assign its rights and obligations under this contract.
- 10.3. Collectiv Food may unilaterally vary these terms and conditions from time to time.
- 10.4. The Customer may not vary these terms without Collectiv Food's written agreement.
- 10.5. Written communications given in relation to the Contract must be sent by email or by pre-paid first class post to the registered office of the addressee or such other address as may have been notified in writing and shall be deemed to have been received by the addressee two days after the date of posting. Email communications shall be deemed to have been received by a party at the time of transmission, or, if this time falls outside the hours of 9am to 5pm Monday to Friday, during those hours if later.
- 10.6. The Contract shall be governed by the laws of England and Wales.
- 10.7. Both parties agree to submit to the exclusive jurisdiction of the English Courts.
- 10.8. If any of these terms is unenforceable as drafted, the enforceability of any other terms will be unaffected and if it would be enforceable as amended, it will be treated as so amended.
- 10.9. No Contract shall create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not identified as Collectiv Food or the Customer.

## **11. Definitions**

- 11.1. Contract means the contract between Collectiv Food and the Customer for the sale and purchase of Products in accordance with these terms and conditions.
- 11.2. Collectiv Food is the trading name of Caprera Limited, a company registered in England and Wales under company number 09410329 whose registered office is at 45 Notting Hill Gate, London, W11 3LQ.
- 11.3. Customer means any person, firm, company or other legal entity which places an order with, or buys from, Collectiv Food.
- 11.4. Delivery Location means the agreed location for delivery of the Products.
- 11.5. Minimum Order Quantity means the minimum number(s) of any Product(s) ordered specified in the table in the Contract signed by the Customer.
- 11.6. Price means the purchase price for the Products as varied from time to time specified in any Contract.
- 11.7. Producer means any person, firm, company or other legal entity which sells item(s) to Collectiv Food for onward sale and/or distribution to Customers.
- 11.8. Products means any item(s) supplied by Collectiv Food to the Customer.
- 11.9. Term means the period for which Collectiv Food supplies the Customer with the Products.
- 11.10. Trial Period means the first four weeks of the Contract.