

# Just Truffles Chocolate Limited

## Terms & Conditions of Trading

### 1. Definitions

"Buyer" means the person or company who accepts the sellers quotation for the sales of the goods or whose order for the goods is accepted by the seller;

"Goods" means the goods (including any installment of the goods or any parts for them) which the seller is to supply in accordance with these terms;

"Order" means the buyer's acceptance of the sellers quotation for the goods or the order placed by the seller for the goods whether by means of individual quotation, any published seller's catalogue or leaflet or website which the buyers accept;

"Quotation" means the written quotation setting out the price of the goods provided by the seller to the buyer;

"Seller" means Just Truffles Chocolate Limited, of 3A Church Street, Harleston, Norfolk IP20 9BB (whose registered address is 33 London Road, Harleston, Norfolk. IP20 9BH).

"Terms" means the standard terms of sale set out in this document and includes any special terms agreed in writing between the seller and buyer;

These terms govern the sale of the goods sold by the seller to the buyer named on the order Form provided on the sellers web site, catalogue, leaflet, quotation, other order form provided by the seller, order request written to the seller by the buyer, via fax, email or post and/ or where the goods are supplied as a result of the buyer's acceptance of the quotation. The completed order form, quotation or written order request from the buyer to the seller together with the terms constitute the entire and only agreement between the parties in relation to the sale of the goods and comprises a legally binding contract between the parties.

### 2. Price and Payment

2.1 If the buyer places an order via the sellers web site, the price payable for the goods will be set out on the web site at the time the seller accepts the order.

2.2 The buyer may place an order following a written or verbal quotation from the seller and the prices of the goods will be detailed in the said quotation.

**2.3 If the buyer accepts the seller's quotation then the prices contained therein are only valid for the period of 14 days from the date of the quotation. If the buyer wishes to order the goods stated in the quotation after this period then a new quotation should be obtained or an enquiry made as regards the price of the goods upon making an order.**

2.4 Notwithstanding the above clauses the seller reserves the right by giving written notice to the buyer at any time before delivery, to vary the price of the goods to reflect any increase/decrease in cost to the seller which is due to any factor beyond the control of the seller.

2.5 The buyer shall be responsible for any charges for carriage and insurance in addition to the price for goods unless otherwise agreed in writing between parties.

2.6 Subject to clause 2.7, the seller must receive payment for the total price of standard and stock goods and any applicable charges for carriage and insurance, before the order can be despatched unless otherwise agreed in writing.

2.7 Bespoke items - 50% of the cost of bespoke items must be paid at the time of placing the order and orders will not be accepted or work commenced until payment has cleared through the banking system. The remaining 50% must be paid no less than 7 days before the order is despatched by the seller to the **buyer, or collected from the seller's premises by the buyer.**

2.8 If the buyer has a credit account with the seller, payment shall be made in full within 30 days of the date of invoice sent by the seller to the buyer in relation to the goods. Time shall be of the essence for payment. The seller shall be entitled to revoke any credit facility if the buyer fails to make payment by the due date.

### 3. Delivery and title

3.1 Delivery of the goods shall be made by the seller to the address of the buyer as stipulated on the order, or by the **buyer collecting the goods at the seller's premises at any time after the seller has** notified the buyer that the goods are ready for collection. A signature indicating safe receipt of the goods will be required on delivery to or collection by the buyer.

3.2 Any dates quoted for delivery of the goods are approximate only. The seller will make every effort to deliver the goods in advance of the quoted date [see 4.2 bespoke products] and shall not be liable for any delay in delivery of the goods howsoever caused.

3.3 If the buyer fails to take delivery of the goods the seller shall not accept responsibility for any deterioration of the goods caused by transit or prolonged storage at the premises of either the seller or the delivery agent. If the buyer fails to take delivery of the goods then without limiting any other right or remedy available to the seller, the seller may store the goods until actual delivery and charge the buyer for the reasonable costs (including insurance) of storage and redelivery.

3.4 Risk of damage to or deterioration of or loss of the goods shall pass to the buyer: a) in the case of goods to be delivered at the buyers premises, at the time the goods leave the sellers premises b) in the case of goods being collected from the seller's premises, at the time when the seller notifies the buyer that the goods are available for collection.

3.5 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these terms, the property in the goods shall not pass to the buyer until the seller (or the sellers assignee in the case of assigned invoices) has received payment in full of the price of the goods together with any charges in respect of carriage and insurance.

### 4. Availability

4.1 The seller shall endeavour to hold sufficient stock to meet all orders, however if there are insufficient stock to supply or deliver the goods already paid for by the buyer, the seller may offer the buyer a reasonable alternative and if not refund to the buyer the price paid for the goods as soon as possible and in any event within 30 days.

4.2 Bespoke products. The seller shall endeavour to supply bespoke products no less than 5 days before the required date unless expressly requested otherwise by the buyer or as specified in a quotation, subject to 2.6.

### 5. Storage of Goods

5.1 Responsibility for the correct storage of goods shall pass from the seller to the buyer a) in the case of goods to be delivered at the buyers premises, at the time of delivery or, if the buyer fails to take delivery of the goods, the time when the seller has tendered delivery of the goods: b) in the case of goods being collected from the seller's premises, at the time when the seller notifies the buyer that the goods are available for collection.

5.2 By placing an order for goods the buyer agrees to store the goods as stipulated by the seller and the seller shall not be liable for any deterioration in the condition of the goods caused by incorrect storage **or lack of adherence to the seller's storage instructions.**

#### 5.3 Storage requirements:

a) Fresh Cream Truffles, Dairy Free Truffles, Sugar Free Truffles, Toffee, Coconut Ice and any other products containing active ingredients should be stored in a refrigerator and are labelled accordingly.

b) All other products may be stored at cool room temperature and it is the responsibility of the buyer to exercise discretion as to the suitability of the room temperature. The seller shall accept no responsibility for melting or deterioration of goods caused by exposure to direct heat or a hot environment.

### 6. Cancellation and returns

6.1 The buyer shall be entitled to cancel the order for standard & stock products by giving to the seller notice of cancellation no less than 7 days prior to the delivery date requested by the buyer unless the goods have already been despatched at the time of cancellation being made. Such notice may be given by mailing or emailing to the address set out on the order form or via the website contact form stating the reason for cancellation.

6.2 Goods returned by the buyer because they are alleged to be faulty or incorrect goods shall be returned at the cost of the buyer and where the goods are found to be faulty or incorrect goods the seller will issue a voucher to the buyer, for redemption against future purchases to the value of the cost of the return.

6.3 If the buyer wishes to cancel an order for bespoke products, notice of cancellation must be made within 10 days of placing the order, however such cancellation shall be subject to a fee in respect of any work carried out by the seller up to the date of receipt of such notice.

6.4 Where the buyer returns goods to the seller for reasons other than such goods being faulty or incorrect, the seller reserves the right to refuse a refund.

6.5 The buyer is required to ensure that any goods being returned to the seller are safely and securely packaged to ensure that they are returned undamaged and suitable for re-sale. The seller reserves the right to charge the buyer for any goods which it is unable to re-sell.

## 7. Liability

7.1 A claim by the buyer which is based on any defect in the quality, quantity or condition of the goods shall be notified to the seller within 48 hours of the receipt or collection of goods by the buyer. If delivery is not refused and the buyer does not notify the seller accordingly, the buyer shall have no right to reject the goods and the seller shall have no liability for such defect or failure, and the buyer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.

7.2 Where the buyer does notify the seller that there is a valid claim in respect of any of the goods the seller may replace the goods or at its discretion refund to the buyer the price of the goods, in which case the seller shall have no further liability to the buyer. For the sake of clarity, the seller shall not be liable to the buyer for any loss or damage arising out of any problem in relation to the goods and shall have no liability to pay any money to the buyer by way of compensation other than any refund made under these terms. This does not affect the buyers statutory rights as a consumer.

7.3 Subject to clause 5.3 the seller warrants that the goods will be free from defects in ingredients, materials and workmanship **at the time of leaving the seller's premises**

7.4 The seller shall be under no liability in respect of any defect in the goods arising from any drawing or specification supplied by the buyer;

7.5 a) The seller shall be under no liability in respect of any defect arising from damage caused by the buyer or any other party, or damage caused by the incorrect storage of the goods;

7.6 b) The seller shall be under no liability under the above warranty if the total price for the goods has not been paid by the due date for payment;

7.7 c) The above warranty does not extend to ancillary items or packaging not manufactured by the seller;

7.8 d) The above warranty is given solely to the buyer and is not transferable to any third party.

## 8. Termination

The seller shall be entitled to suspend further supply or delivery, stop any goods in transit or immediately terminate the contract with the buyer by notice in writing if the buyer is in breach of an obligation hereunder or becomes unable to pay its debts when they fall due or proceedings are to the seller (or the seller's assignee in the case of assigned invoices) in accordance with these terms becomes immediately due and payable and the seller shall be under no further obligation to supply any goods to the buyer.

## 9. Force Majeure

The seller shall have no liability to the buyer for any failure or delay in supply or delivery or for any damage or defect to the goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including without limitation strikes, lockouts, acts of god and the like).

#### 10. General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which the seller excludes its liability to the buyer) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.

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