



INVOICE

Europa Way, Harwich Essex, CO12 4PT UK  
TEL:01255 553652  
Website: www.suryafoodsonline.com

Invoice No : 627514

Invoice Date : 27/08/2024

Invoice Address

Olaa's Ventures  
37 Irving Court, Camelon, Camelon  
Irving Court  
FALKIRK  
Fk14du  
United Kingdom

Delivery Address

Olaa's Ventures  
Rccg camelon  
256 main street  
Camelon  
Fk14dy  
United Kingdom

Customer Code	Customer Order	Order Number	Country Code	Customer VAT Number	Despatch Note
176818		609953	GB		109977

Part	Description	QTY	Nett Price	Nett Total	VAT%	VAT	Gross
15832	IS Easy Cook Rice 5KG (Normal)	90	5.55	499.50	0.00	0.00	499.50

Nett GBP

499.50

VAT

0.00

Gross GBP

499.50

National Westminster Bank PLC  
136 The Centre, Feltham  
Middlesex TW13 4BS, United Kingdom.  
Account Name: Flying Trade Ltd T/as Surya Foods

Account No: 03010634      Sort Code: 40-61-35  
IBAN: GB12 HBUK 4061 3503 0106 34  
IBAN BIC: HBUK GB 4B

Company Registration: 02285142  
VAT Registration: GB 765336119  
AWRS URN: XHAW00000102972

Surya is a trade name of Flying Trade Ltd and referred to overleaf as vendor

# General Terms and Conditions of Sales

The company name as printed overleaf is hereinafter referred to as 'the Vendor'. The company, person or firm who purchases the Goods from the Vendor is hereinafter referred to as 'the Purchaser'. Unless the

Vendor accepts other terms and conditions by means of written amendments of these Terms and Conditions ('Contract Terms') signed by a director of the Vendor, the Vendor shall supply solely on the Contract Terms to the exclusion of any other terms and conditions, including those which are implied by trade, custom, practice or course of dealing. Any purported variation of the Contract Terms whether by endorsement or reference to any other purchase order or any other document shall have no effect.

## 1. ORDER

(a) The Purchaser's order of the Goods on an executed version or copy of the Vendor's delivery document shall constitute an irrevocable offer and acceptance by the Purchaser to purchase the Goods in accordance with these Contract Terms.

(b) The Purchaser acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Vendor which is not set out in the Contract Terms.

(c) Any samples, brochures or advertising produced by the Vendor are for the sole purpose of giving an approximate idea of the Goods described in them. They shall neither form part of the Contract Terms nor have any contractual force.

## 2. PRICES

(a) Goods shall be supplied by the Vendor at prices ruling on the date of despatch. The Vendor shall use every endeavour to provide current price lists and to give the Purchaser subsequent notice of alterations in prices of goods supplied by the Vendor.

(b) The price of the Goods is exclusive of the costs and charges of packaging, insurance, transportation and value added tax, which shall be invoiced to the Purchaser.

(b) Notwithstanding anything to the contrary, all prices are subject to alteration without the need for prior notice and the Vendor may at any time increase prices if there is an increase in Excise or other duty, tax or impost levied on relevant goods.

## 3. DELIVERIES

(a) Delivery of the goods at the premises of the Purchaser or his specified agent, shall for the purpose of these Contract Terms, constitute valid 'delivery' to the Purchaser, except where the premises of the Purchaser or his specified agent are not on the mainland of England, Scotland or Wales, when the delivery to the shipping agent shall constitute valid 'delivery'.

(b) The Vendor shall endeavour to despatch goods as soon as practicable after receipt of the Purchaser's order. However, the Vendor shall not be liable for any loss or damage whatsoever arising as a result of failure to deliver goods by any particular date, or within a particular period, or as a result of any cause beyond its control. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

(c) The Vendor shall be entitled where appropriate to deliver any order by one or more consignments and each consignment shall be treated as a separate contract. Any delay in delivery or material defect in any such consignment shall not entitle the Purchaser to cancel any other consignment.

(d) The Purchaser shall, prior to despatch of delivery, advise the Vendor of any parking restrictions at the Purchaser's premises. If the Vendor is forced to park in a restricted area to make a delivery then the Purchaser shall indemnify the Vendor for any parking charges incurred.

## 4. COMPLAINTS/DAMAGE/SHORTAGE OR LOSS IN TRANSIT

(a) No claim for material damage or material shortages will be considered by the Vendor unless the Vendor receives notice from the Purchaser at the time of delivery of the Goods and at no time thereafter.

(b) Any allegedly damaged goods shall be held by the Purchaser without costs awaiting Vendor's instructions and the Purchaser shall allow the Vendor's representatives to examine the same.

(c) Any product considered to be out of condition shall be notified by the Purchaser immediately in accordance with Laid Down Procedure as the Vendor may from time to time specify.

(d) If Goods are not received within seven working days after invoice, the Purchaser shall notify non receipt in writing to the Vendor immediately, otherwise claims will not be entertained.

(e) In case of alleged material damage or material shortages, no deduction, set-off or withholding of any nature may be made by the Purchaser against the Vendor's invoice except on specific written authority from the Vendor.

(f) The Vendor shall not be liable under any circumstances for making good the damage, shortage or defects in the Goods in the event that (i) the Purchaser uses the Goods after giving written notice; (ii) the damage or defect arises due to the Purchaser failing to follow the Vendor's oral or written instructions as to storage use and maintenance of the Goods; (iii) the Purchaser alters or repairs such Goods without

the consent of the Supplier; or (iv) the damage or defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

(g) The terms implied by sections 13 to 15 (i.e. sale by description, implied terms about quality or fitness, sale by sample) of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these Contract Terms.

## 5. RISK

(a) Where delivery is effected by means of vehicles owned or hired by the Vendor, delivery shall be complete and risk in the goods shall pass to the Purchaser on completion of delivery at the Purchaser's specified address. Where delivery is effected by other means, risk shall pass when goods are handed over to the relevant carrier.

## 6. PAYMENT

(a) Payment for goods supplied shall be received by the Vendor in full and in cleared funds within 30 days of invoice date or delivery date whichever is the earlier.

(b) The Vendor reserves the right to charge interest on overdue sums at the rate of 8% per annum above HSBC base rate from time to time, plus any costs incurred in the recovery of overdue sums.

Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount to the Vendor.

(c) Payment by due date is a condition precedent to future deliveries under any contract between the Vendor and the Purchaser, including this Contract Terms.

(d) If the Purchaser makes payment by cheque and the same is dishonoured and returned then the Vendor has the right to charge an administration fee of £45.00 per returned cheque or failed payment.

(e) The Purchaser shall pay all amounts due to the Vendor in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding strictly required by statute). The Vendor may at any time, and at its sole discretion, without limiting any other rights or remedies it may otherwise have, set-off any amount owing to it by the Purchaser against any amount payable by the Vendor to the Purchaser.

## 7. TITLE AND PASSING OF PROPERTY

(a) Ownership of the goods will not pass to the Purchaser until the Vendor receives full and final settlement of all monies for those Goods. The Vendor may repossess goods if any sum due in respect of them is outstanding or if the Vendor reasonably believes that any such sums will not be paid in full when it falls due for payment and the Purchaser hereby grants the Vendor an irrevocable authority to enter any premises of the Purchaser at any time and for any duration for the purpose of so doing.

(b) Until title to the Goods passes to the Purchaser, the Purchaser shall (i) store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iv) promptly notify the Vendor in connection with the Goods; and (v) allow the Vendor or any of its representatives with an irrevocable authority to access to the Purchaser's premises to verify that all the foregoing has been done.

(c) If prior to the passing of title and in the event of bankruptcy, liquidation or receivership of the Purchaser or in the event of termination, the Vendor may, without limiting any other right or remedy that it may have, require the Purchaser to deliver up all Goods which have not been resold and enter any premises of the Purchaser or of any third party where the Goods are stored in order to recover them.

## 8. RESALE OF GOODS

(a) Notwithstanding the aforesaid, the Purchaser undertakes to acquaint himself with requirements of all Government or competent bodies relating to the sale and storage of goods supplied by the Vendor. In particular the Purchaser shall offer goods for sale strictly in accordance with any instructions of the Vendor (whether so marked on the goods or not) and in accordance with any regulations of competent bodies. No credit shall be given by the Vendor for goods returned by the Purchaser after the latest date for sale.

(b) Goods are supplied on condition that they will only be re-sold in packaging and labelling exactly as supplied by the Vendor.

(c) The Purchaser shall indemnify the Vendor in respect of any breach of the terms of this paragraph and the Vendor shall have no responsibility for any loss or damage (whether direct, indirect or consequential) caused thereby.

## 9. LIABILITY

(a) At all times, the Vendor's liability hereunder shall be limited to replacing materially defective, materially damaged or non-delivered goods only and the Vendor shall have no liability for any loss or damage (direct, indirect or consequential) caused thereby. Save as aforesaid all warranties and conditions, express or implied, statutory or otherwise, except the implied conditions as to title in the Sale of Goods

Act 1979 are hereby expressly excluded.

## 10. FORCE MAJEURE AND TERMINATION

(a) The Vendor shall not be liable for consequences of any failure to fulfil any terms of any transaction if fulfilment has been delayed or prevented by, including without limitation, fire, accident, strike, lockout or any circumstances which is beyond its control, nor shall any such failure entitle the Purchaser to avoid the transaction if by reason of any such circumstances the Vendor is able to fulfil any part of its total commitments, the Vendor shall be entitled to allocate available supplies at its sole discretion amongst its existing customers.

(b) If by reason of any circumstance as in paragraph 10(a), the Vendor is of the opinion that supply and delivery of Goods is rendered impracticable, the Vendor shall be at liberty for an early termination by written notice to the Purchaser, whereupon the Purchaser shall forthwith and on demand pay all sums (outstanding and unpaid invoice and interest thereon) due to the Vendor for goods already delivered.

## 11. TERMINATION

(a) The Vendor shall be entitled to an early termination and suspension of provision of Goods if the Purchaser (i) commits a material breach and fails to remedy the same after written notice of 21 days; or (ii) enters into bankruptcy, liquidation or receivership; or (iii) is unable to pay its debts or unable to adequately fulfil its obligations hereunder (in the Vendor's opinion).

(b) On termination by the Vendor, the Purchaser shall immediately on demand pay to the Vendor all of its outstanding unpaid invoices and interest thereon.

(c) Termination of the Contract Terms, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

## 12. GOVERNING LAW AND ARBITRATION

(a) These Terms and Conditions shall be governed by, and construed in accordance with English Law. Disputes shall be referred to arbitration by one arbiter appointed by the parties or in the absence of agreement by the President for the time being of the Chartered Institute of Arbitrators.

## 13. GERMAN PURCHASERS

(a) This paragraph is applicable to German Purchasers only. All sales of goods on credit terms to German Purchasers within the scope of this Contract Terms shall be subject to reservation of property rights known as 'Eigentumsvorbehalt' unless specially agreed otherwise by the Vendor in writing.