

Terms and Conditions

Interpretation - In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

“the Buyer” means the person, firm or Company who purchases the Goods from the Seller;

“the Seller” means Lynas Foods, Lynas Foodservice (also trading as Lynas Foodservice, Lynas FoodOutlet, Assure PPE) or any other subsidiary company;

“Contract” means the Contract between the Seller and the Buyer which shall be deemed to incorporate these Terms;

“Goods” means any Goods supplied by the Seller to the Buyer;

“Place of Delivery” means the place to which the Goods are to be delivered.

In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

1 Basis of the Sale

1.1 Receipt of Goods by the Buyer at the Place of Delivery shall be deemed to be conclusive proof that the Buyer has accepted these Terms.

1.2 These Terms are the only form of Contract between the Buyer and the Seller and any Buyers Terms and Conditions will not apply unless expressly agreed in writing with the Sellers Financial Management.

1.3 No variation to these Terms will apply unless expressly agreed to by the Seller in writing.

1.4 Any advice or recommendation given by the Seller, or its employees or agents, to the Buyer, or its employees or agents, as to the services or to the storage, application or use of the Goods (whether in conjunction with other materials or otherwise) which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

1.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

1.6 The Buyer shall provide to the Seller all information necessary to enable it to perform the Contract. If it does not do so, the Seller shall have such additional time to perform the Contract as may be required by it.

1.7 Plans by the Buyer to cease trading, sell, relinquish or transfer their business are required under this Contract to notify the Seller in writing with a minimum of 4 weeks' notice. Until such times as written notification is received, the Account Holder shall be deemed liable for all costs incurred.

2 Quotations, Orders & Price Lists

2.1 Any quotation or estimate given by the Seller is an invitation to the Buyer to make an offer only and no order of the Buyer placed with the Seller in pursuance of a quotation or estimate or otherwise shall be binding on the Seller unless and until it is accepted by an authorised representative of the Seller.

2.2 All quotes are only valid for the period prescribed by the Seller up to a maximum of 14 days or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

2.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

2.4 The Seller has the right to increase or decrease prices quoted or listed in any price list or guide without notice due to changes in the market value from time to time. No price charged previously by the Seller shall set precedence for future pricing of the same or similar product.

2.5 The Seller has the right to refuse orders for delivery under the minimum order value of £70/€100, correct at time of print, subject to rise.

2.6 The Seller reserves the right to update prices on its website, catalogue or in-store from time to time. Prices between these platforms may vary and the Seller is under no obligation to honour the prices offered on one platform to another.

3 Payment

3.1 Credit - The Sellers payment terms are strictly 20 days from month end, therefore all invoices dated January are due on or before the 20th February, unless otherwise agreed to in writing. The Seller has the right to revoke any special written agreements regarding payment terms if the Buyer fails to adhere to the arrangement.

3.2 Non-Credit – Where payment terms are Cash on Delivery or Cash on Collection, payment must be made by the Buyer upon presentation of an invoice for those goods by the Seller, if payment is not made the Goods will not be left or release to the Buyer.

3.3 Any account opting for a manual payment method as opposed to an automated Card/Debit Authority or Direct Debit scheme may be subject to a reasonable monthly charge as deemed fit by the Seller: A Credit or Debit Card surcharge may apply to transactions unless advance agreement has been made in writing.

3.4 All accounts outside their authorised payment terms may, at the Sellers discretion, be subject to interest and compensation at the maximum rate applicable by law under the Late Payment legislation.

3.5 All payments being returned for whatever reason and by any method will be subject to the bank charge incurred by the Seller plus an administration fee of £20 and must be paid immediately.

3.6 The Seller reserves the right to withdraw credit facilities without notice if the cost of extending credit increases, reasonable information is obtained by the Seller to indicate insolvency, potential insolvency or increased risk to the Seller.

3.7 The Seller will take all legal steps to recover all monies owing at any time which may include personal bankruptcy, company liquidation, garnishee order etc. The Seller reserves the right, in the event of payment not being made, to pass the Buyers details

to a third party to recover all monies owing; all outlays, costs, charges, court/collection and/or professional fees incurred by the Seller will be payable by the Buyer.

3.8 The Seller will obtain and supply information about the Buyer to/from Credit Reference Agencies or other bodies for Credit Management purposes.

3.9 The Seller has the right to revoke, reject, alter or adjust any and all Long Term Agreements, Rebates or other incentives in the event of payments being made outside authorised payment terms.

3.10 Title- Notwithstanding delivery having been made, title to all goods shall not pass to the Buyer (and shall remain with the Seller) until:

3.10.1 the Buyer has paid the price plus Vat (if applicable) in full

3.10.2 no other sums, whatever (whether pursuant to a supply under these Terms or otherwise) shall be due from the Buyer to the Seller, and until then the Seller shall have the irrevocable right, hereby given by the Buyer, to enter on to the Buyers premises to recover all Goods and dispose of them at its discretion without being liable to the Buyer for any damage or loss caused by the exercise of such rights.

3.11 Risk- All Risk shall pass on Delivery of the goods to the Buyer.

4 Distribution & Deliveries

4.1 Any claims for loss and/or damage must be reported and clearly recorded on the delivery docket at time of delivery.

4.2 Any goods ordered and supplied correctly are non-refundable unless express permission has been granted by the Quality Control department

4.3 The Seller does not accept any non-specific clause (e.g. unchecked) as an indication of any loss or damage; this must be specified in detail at the time of delivery.

4.4 The Buyer agrees that the Seller shall not be liable for any losses or damage suffered by the Buyer including but not limited to damage to neighbouring or connected items or premises, consequential loss, loss of business, business interruption or loss of time due to the use or purchase and or use of the Goods by the Buyer whatsoever.

4.5 The Seller cannot guarantee timed deliveries and any indication given to the Buyer shall be used as a guide only.

4.6 The person receiving the goods must, if we ask, sign electronically, as proof of delivery of the goods. Any computerised record of the receiver's signature that has been obtained will be evidence of the delivery of the quantity of goods.

4.7 When no one is available to sign for the goods, these may be left without signature; past deliveries left without signature which lead to payment being properly made will set precedent for acceptance of this practice: Delivery is validated when the Seller can verify the driver was at the Buyers location by using vehicle GPS, tracking, location software or other electronic means.

5 Guarantee

5.1 Where the Buyer is a Limited company, I/we, the over-signed Director(s), hereby Guarantee the due payment of all sums of unlimited value, which are now or hereafter become owing to the Seller by the Buyer and agree to pay the Buyer on demand for all such Goods as you may from time to time supply to the Buyer.

5.2 This Guarantee shall be a continuing Guarantee to the Seller for all debts whatsoever and whenever contracted by the Buyer with the Seller in respect of Goods supplied to the Buyer and my liability shall not in any way be diminished or affected by the Seller giving time or indulgence to the Buyer, nor by any release, agreement not to sue, composition or arrangement of any description granted or entered into by the Seller or with the Buyer and I/we shall be liable to the Seller in respect of any obligation accrued hereunder as if I/we were principal(s) and not surety.

6 Jurisdiction

The parties irrevocably agree that the courts of Northern Ireland, Scotland and the Republic of Ireland shall have exclusive jurisdiction to settle any dispute, which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction, as agreed and stipulated at the time of Application, to the said courts.

Data Protection and Processing Policy

All data provided to us is held and secured in compliance with the Data Protection Act 1998 as amended from time to time and the General Data Protection Regulations (EU) 2016/679.

The information requested may be used in profiling you, your business and/or company, associated businesses or other business or trading links for our legitimate business interests to help us to recognise and understand the business, trade or operational risk posed by these factors at the time of application and reassessed from time to time.

Profiling will use predictive and/or reactive credit scoring models and other manual or automatic profiling or models to assess your creditworthiness and the results of such profiling will help us make a decision on the type of account and payment terms we may be able to offer now or in the future.

Credit Searches using Credit Reference Agencies may create a soft footprint on the credit file held with that agency.

You have the right to request a human to reassess any application made and assessed by profiling and you may enquire further about this or the decision itself once it has been made by emailing datacontroller@lynasfoodservice.com laying out your enquiry in full; we will respond within 21 working days.
