

SPORT & LEISURE FISHERIES LIMITED
CONDITIONS OF SALE

1. Definitions

In these Conditions "Company" means Sport & Leisure Fisheries Limited; "Buyer" means any company, firm, individual, club, association, council, local authority, water authority or agent thereof who accepts the Company's quotation for the Goods; "Goods" means all types of live and dead fish, ancillary equipment and materials and/or services to be supplied by the Company; "Conditions" means the terms and conditions set out in this document; "Contract" means the Contract for the sale of Goods.

2. Applicability of Conditions

These Conditions shall apply to all Contracts for the supply of Goods by the Company and exclude any conditions and warranties referred to by the Buyer even if contained in any of the Buyer's documents which purport to provide that the Buyer's own terms shall prevail. In the event of conflict between these Conditions and any conditions of purchase of the Buyer these Conditions shall prevail.

3. Quotations

No Contract arises between the Company and the Buyer until the Company accepts the Buyer's order either verbally or in writing.

4. Representations

The terms of the Contract consist only of those contained in these Conditions and the Buyer shall not be entitled to rely on any other representations, statements or warranties whatsoever unless specifically confirmed by the Company in writing for the individual Buyer.

5. Prices

(1) The price quoted by the Company in a quotation or on a price list is a fixed price and is not subject to variation. However if delivery of the order or part thereof is delayed at the Buyer's request, the price or such proportion thereof as relates to the part delayed as aforesaid may be subject to variation.

(2) Prices do not include V.A.T. which will be chargeable at the rate in force at the date of despatch and/or performance of services where appropriate.

6. Delivery

(1) Delivery will be effected by the Company at the Buyer's premises or at such other place as is mutually agreed. The Goods shall be at the Buyer's risk on either entry on to the Buyer's premises, on being placed into custody on the Buyer's behalf or on introduction into any water or storage tank controlled by the Buyer and should be insured accordingly.

(2) In the event that the Company and the Buyer agree to transfer the Goods by a method other than delivery effected by the Company, then the risk of loss or damage of any kind in the Goods shall pass to the Buyer on collection by or on behalf of the Buyer.

(3) Notwithstanding the method of delivery the Buyer shall carefully examine the Goods prior to their introduction into any water or storage tank controlled by the Buyer and ensure that the numbers, size and type of Goods are as per the order placed by the Buyer based on the Company's quotation and any dispute as to the number, size or health of the Goods must be raised prior to the introduction of the Goods into any water or storage tank controlled by the Buyer.

(4) Any claim by the Buyer which is based on any defect in the quality or condition of the Goods must be notified to the Company within three days of delivery and in any event not later than fourteen days after the date of delivery and the tails of any dead fish must be cut off and retained as evidence of any mortalities.

(5) All Goods are delivered on the basis that the Buyer will undertake to obtain the necessary stocking consent for the introduction of the Goods from the relevant water authority prior to the delivery date where applicable.

7. Cancellation of Orders

Orders placed cannot be cancelled.

8. Time for and Form of Delivery

The Company will use reasonable commercial endeavours to deliver the Goods and to perform services in accordance with any time stated in the Contract. The time of delivery or performance shall not be of the essence to the Contract and the Company shall not be liable for any loss or damage suffered by the Buyer as a result of any delay whether due to negligence by the Company its servants, agents or otherwise howsoever.

9. Performance Prevented or Hindered

The Company shall not be liable for any delay or failure in carrying out its obligations which is caused wholly or partly by reason of act of God, delay in transportation, disease, infection, fire, flood, war, accident, Government action, inability to obtain adequate labour, materials, energy, or any other cause beyond the Company's control or that of its servants or agents.

10. Payment

(1) Unless expressly agreed in writing in advance payment shall be made in full on a cash on delivery (C.O.D.) basis.

(2) Where credit has been expressly agreed in writing payment shall be made in full by the agreed date and interest will accrue on any sum outstanding from the agreed date at the rate of 1.5% per month calculated on a daily basis but without prejudice to the Company's rights to receive payments on the agreed due date.

(3) Time for payment shall be of the essence and in the event of delay or default in any payment for more than 7 days, the Company shall be entitled to treat the Contract as repudiated and be indemnified by the Buyer for any loss thereby incurred.

11. Limitation

The Company shall in no circumstances be liable

(1) for any consequential or special loss or damage or claim by the Buyer including without limitation delay, detention, loss of production, loss of profit, loss of time, charges or liability to third parties;

(2) for any loss or damage in excess of the Contract price (or in the case of disease in part only, then the cost of replacement of that part);

(3) for any loss or damage caused by the introduction of any fish disease or parasite not present in the indigenous population prior to the introduction of the Goods into any water or storage tank controlled by the Buyer. And these limitations will apply even in the case of a breach of fundamental term or repudiation by the Company even if further performance of the Contract is frustrated.

12. Warranty and Liability

(1) Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977 all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(2) Where Goods are sold under a Consumer Contract as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 statutory rights of the Buyer are not affected by these Conditions.

(3) No responsibility for any financial loss or damage will be accepted where the relevant water authority or Ministry or Government department has prevented the movement of goods.

13. Quality, Condition and Description of Goods

(1) The Company takes every care to supply Goods which are healthy and in good condition on delivery.

(2) Recommendations and advice given by the Company or its representatives as to the mode of managing, feeding or caring for the Goods are given without liability.

(3) The Company will use its best endeavours to deliver the species and size of goods specified in the Contract but if for any reason it is not possible to deliver the species and size specified the Company shall deliver alternative species and size of goods subject always to prior verbal or written agreement with the Buyer and these Conditions will apply to such alternate Goods.

(4) Save as aforesaid all other conditions, guarantees or warranties either express or implied are hereby excluded.

14. Indemnity

The Buyer shall indemnify the Company in respect of all damage or injury occurring to any person company or property and against all actions, claims, demands or expenses in connection therewith for which the Company may become liable in respect of the Goods.

15. Notices

Unless otherwise provided in writing any written communication or notice under the Contract shall be made or given by sending the same by ordinary pre-paid first class letter post in the case of the Company to its current address and in the case of the Buyer to its last known address and if so sent shall be deemed to be made or given two days after the date when posted.

16. Law and Interpretation

The contract shall be governed by English Law and the Buyer shall submit to the non exclusive jurisdiction of the English Court.

17. Arbitration

If at any time any question, dispute or difference whatsoever shall arise between the Buyer and the Company in connection with or arising out of the Contract either party may give to the other notice in writing of its existence with short particulars of the point in issue and of its intention (if necessary) to submit the dispute to arbitration. Such question, dispute or difference shall then be referred to the decision of an arbitrator in England to be agreed on by the Buyer and the Company or failing agreement within 14 days of either party having given to the other the name of a suggested arbitrator, to be appointed on the request of either party by the President for the time being of the Law Society.

18. In the event that any one or more of the provisions or part of one of the provisions of these Conditions of Sale shall be found to be illegal or unenforceable then notwithstanding this these Conditions shall remain in full force and effect and such term or provision shall be deemed severed.