

## Keltic Seafare (Scotland) Ltd General Terms of Trade

These terms of trade shall govern all transactions between Keltic Seafare (Scotland) Ltd and the person or company or any other person or company who enters into an agreement to buy products from Keltic Seafare (Scotland) Ltd (hereafter referred to as "the Buyer").

1. a) The price of the products shall be the price quoted by Keltic Seafare (Scotland) Ltd or as agreed with the buyer or, where no price has been quoted, Keltic Seafare's current price list at the date of acceptance of the order.  
b) Quantities ordered are approximate and quantities supplied may vary up to 10% either side of the ordered quantities. The invoiced quantity will be deemed to be the actual quantity for all financial purposes. All quantities are net weight, excluding box, loose ice or any other packing material.  
c) No order which has been accepted by Keltic Seafare (Scotland) Ltd by the buyer may be cancelled by the Buyer except with the express agreement of Keltic Seafare Ltd.  
d) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other document issued by Keltic Seafare (Scotland) Ltd which is obviously or could reasonably have been identified as erroneous shall be subject to correction without any liability or loss to Keltic Seafare (Scotland) Ltd.
2. Invoiced date will generally be the date of despatch from Keltic Seafare (Scotland) Ltd, although Central London-based customer's invoices may be subject to a different dating structure.
3. a) It is the Buyer's responsibility to satisfy himself that the goods are complete and in a good condition on receipt. Claims for shortage, damage or quality must be notified as follows:

LIVE PRODUCTS – within 24 hours of receipt of goods

FRESH PRODUCTS – within 24 hours of receipt of goods

FROZEN PRODUCTS – within 72 hours of receipt of goods

Notification should be by fax, email or telephone. If the latter method is used, confirmation must be made in writing to be in the hands of Keltic Seafare (Scotland) Ltd within 3 working days of the date of notification. For purposes of this clause, the Buyer will be deemed in receipt of goods at the earliest moment at which he or his agents can reasonably ascertain or estimate the volume, condition or quality of the goods.

b) In the case of a claim arising, the Buyer shall retain all goods (including packing material) in a condition as near as practically possible to that of receipt until authorized to return, dispose of or destroy the goods and packing materials by Keltic Seafare (Scotland) Ltd. Any costs liable to be incurred in connection with return, disposal or destruction of the goods must be agreed by Keltic Seafare (Scotland) Ltd prior to them being incurred.

c) Where certification of the condition of the goods is made by an independent party, the goods must be described on the certification in no less detail than that which appears on the relevant commercial invoice issued by Keltic Seafare (Scotland) Ltd.

d) In the case of damaged boxes or damaged packs, blown pouches, or poor quality product, Keltic Seafare (Scotland) Ltd require documented proof of any claim arising in the way of emailed digital photographs of the goods in question.

e) Customers who receive deliveries by third party companies must advise immediately if delivery has not been received by expected agreed time/day. In the case of delivery of damaged goods and/or packaging the customer must sign for as such, and notify the company of the same.

Keltic Seafare (Scotland) Ltd will not be liable for any claim to which any of the above clauses (a) to (e) applies and with which the buyer has not complied. In particular, Keltic Seafare (Scotland) Ltd will not be liable for any claims arising from a claim raised by a customer or the Buyer where the above clauses (a) to (e) have not been adhered to as appropriate. If the Buyer intends to sell the goods, or any part thereof, to another party while in the packaging as supplied by Keltic Seafare (Scotland) Ltd he must be prepared to take sufficient samples to satisfy himself that the goods are satisfactory and materially comply with the invoiced description.

4. Title to the goods will pass to the buyer on clearance of the Buyer's remittance in full through Keltic Seafare (Scotland) Ltd's bank account. Until such time as title passes, Keltic Seafare (Scotland) Ltd shall be entitled at any time to require the Buyer to return the goods immediately on demand, and if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or third party where the goods are stored and repossess them forthwith.
5. Should any payment not be received within the period of 21 days, or alternatively as agreed between Keltic Seafare (Scotland) Ltd and the Buyer, Keltic Seafare (Scotland) Ltd may:
  - a) charge interest on the overdue balance at the rate of up to 0.5% per week.
  - b) cancel any contract or suspend any further deliveries to the buyer.
  - c) contra any amount due to the Buyer against the overdue balance.
  - d) stated payment terms may be amended or withdrawn at any time, subsequent to notice in writing.
6. Non-sterling accounts will be liable for 50% of any or all banking charges.
7. Keltic Seafare (Scotland) Ltd will use their best endeavours to deliver the goods on or by the dates agreed by Keltic Seafare (Scotland) Ltd and shall not be liable for any consequential loss or expenses which the buyer might incur as a result of late or non delivery. In no circumstances will Keltic Seafare (Scotland) Ltd's liability exceed the difference in cost between the price as noted at 1 (a) above and the reasonable cost to the buyer of replacement by goods similar to those originally ordered.
8. The buyer shall be deemed to have accepted these terms by placing an order with Keltic Seafare (Scotland) Ltd.
9. This agreement shall be subject to the Law of Scotland and Scottish courts will have jurisdiction.
10. These general terms of trade will apply in all transactions between each party without exception.

**1<sup>st</sup> September 2012**