



## TERMS AND CONDITIONS

OF

[www.1eo.uk](http://www.1eo.uk)

### 1. DEFINITIONS

- 1.1 "Buyer" means the individual or organisation that buys or agrees to buy the Goods and/or Services from the Supplier;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Supplier and the Buyer for the sale and purchase of Goods and/or Services incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Supplier;
- 1.5 "Services" means the services that the Buyer agrees to buy from the Supplier;
- 1.6 "Supplier" means OM CATERERS.LTD. 1 CROYDON CLOSE, COVENTRY, CV35EJ that owns and operates WWW.1EO.UK;
- 1.7 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Supplier;
- 1.8 "Website" means WWW.1EO.UK.

### 2. CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 2.5 Any special conditions applying to the provision of the Services are set out in Schedule 1 to this agreement.
- 2.6 Any complaints should be addressed to the contact EMAIL ID mentioned in our website.

### 3. SAMPLES & ORDERING

Samples of the products mentioned on our website will be sent to you after your company registers with us, subject to conditions of Samples will be sent after confirmation of minimum purchase agreements as specified in the regulations.

- 3.1 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer Since this is a full-fledged wholesale and trading business, once your goods arrive in your hands, you must confirm the receipt of the goods by comparing them with the goods tested according to our contract. If you do not notify us, the buyer will be deemed to have acknowledged that the goods have been delivered to them.
- 3.3 Sales contracts for goods cannot be completed through our website alone. Please contact us via email and the contracts between the two companies will be finalized and the sale will be mutually agreed upon between the two parties only after the certificate of confirmation is issued.
- 3.4. Minimum order for essentials: 1000 kg





3.5. Minimum order for flavours and Fragrance: 1000 kg

#### 4. PRICE AND PAYMENT

4.1 Only pictures of the products in our wholesale business are mentioned on the website. Their complete information can be obtained by contacting us via our email. The products that can be purchased in the wholesale business will be reviewed and agreed upon after a proper contract is signed.

4.2 The price of the products is not mentioned on the website. The reason for this is that in wholesale trade, the price of the products is determined according to the export and import. Therefore, please contact our company to know the price value of its products.

4.3 Ultimately the price of the goods will be determined and described by the company. The value of tax under government law will be added to the prices of goods. We will also mention this separately.

4.4. The sale of goods is only completed after the purchase agreement with our company is fully approved and the signatures of the authorized persons are received.

4.5 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of any Service or further deliveries of Goods until payment has been received.

4.6 Where applicable, the Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time in force

4.7. Our terms of payment for **1@o.uk** -new buyers: Advance 100% or LONG TERM more than a years of supply -Advance 100% -2months, remaining months Irrevocable 100% LC at site with OBL.

Our terms of payment for **1@o.uk** - existing buyers: Advance 50% irrevocable LC at site -50%.with OBL.

#### 5. PERFORMANCE OF SERVICES

5.1 The Supplier shall begin to perform the Services at time of order but in any event, within 30 days after the Contract is entered into. The Supplier is under a legal obligation to supply Services in conformity with the Contract.

5.2 The Supplier shall perform the Services with reasonable skill and care. However, where applicable, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all. The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, the Supplier will restore them as quickly as is reasonably possible.

#### 6 RIGHTS OF SUPPLIER

6.1 The Supplier reserves the right to periodically update prices with the contract through Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

6.2 Advances paid after the contracts are reviewed and signed will not be accepted for return after they are used for the goods produced.

6.3 The Supplier shall not be liable to anyone for withdrawing any Goods and/or Services from the Website or for refusing to process an order.

#### 7. ORDERS OF CONSENT

7.1 Where Goods and/or Services may starts after checking the certificates and certificates of your company and its VAT numbers, our company will take the next step towards the contract for the buyer's goods.

7.2 If the Supplier discovers that the Buyer is not legally entitled to order certain Goods and/or Services, the Supplier shall be entitled to cancel the order immediately, without notice.

#### 8. DELIVERY

8.1 We inform you that after the purchase agreement for the goods from our company is finalized and signed, the sales value is specified, the estimated arrival days are calculated and the days required for the import of the goods by ships are indicated, which will be indicated in the bill sent to you.

8.2 Export & Import services for goods will be determined based on the buyer's contract valuation.





8.3 Shipping services will be provided as per the buyer's approval and preferences, but the charges for each service will vary according to the requirements.

8.4 The Supplier shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Supplier shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

8.5 Delivery of the Goods shall be made to the Buyer's required port specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The Supplier is under a legal obligation to supply Goods in conformity with the Contract.

8.6 The buyer assumes responsibility for all conditions of the goods after the goods and cargo have been delivered to the port of destination of the buyer.

## 9. CANCELLATION

**Cancellation of goods is permitted in this business before both the payment terms and the contract terms under which the goods can be exported are agreed upon between the buyer and the seller.**

It is not possible to return goods in our import and export structure of wholesale trade. This should be decided in advance during the inspection of the goods. After the decision is made, the goods will not be returned.

The goods are fully paid for by the buyer after loading on the ship. In case of returning the goods, the cost of the goods and the costs thereof will not be accepted.

## 10. LIMITATION OF LIABILITY

10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and/or Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or that of the Supplier's agents or employees.

## 11. WAIVER

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

## 12. FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

## 13. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## 14. CHANGES TO TERMS AND CONDITIONS

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

## 15. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## 16. COST OF RETURNING GOODS

16.1. The buyer will pay the full amount for the goods after loading the goods on board. In case of returning the goods, the price of the goods and the costs thereof will not be accepted.





16.2. The inspection certificate reviewing the quality of the goods, packing and signing the goods will be sent to the buyer by e-mail by the port inspection authorities at the time of loading the goods on board.

16.3. The buyer can recover the value of the goods with appropriate action through the insurance policy for damage to the goods on board or natural weather effects.

In this subject of terms returning goods are not acceptable.

#### 17. SERVICE CONTRACTS BEGUN DURING CANCELLATION PERIOD

17.1. If you have requested the performance of the services to commence during the cancellation period, you will not be able to receive a full refund of the amount for the first contract, compared to the full coverage of the contract, until you notify us of your cancellation from this contract.

