



## AQJ Trading Limited

### Terms and Conditions of Sale

Business customers only • Wholesale food products

Company: AQJ Trading Limited • Company number 10414271

Registered Office: 1st Floor, 29-31 Minerva Road, London NW10 6HJ, United Kingdom

#### 1 Definitions

##### 1.1 In these Terms:

- “AQJ”, “we”, “us” and “our” mean AQJ Trading Limited, company number 10414271.
- “Ambient Goods” means Goods identified as Ambient Goods in the product listing and the Order Acceptance that, as supplied and while unopened, are shelf-stable for their stated shelf life without chilled or frozen storage. They include olives, olive oil, pulses, spices, packaged drinks and other shelf-stable goods.
- “Customer”, “you” and “your” mean the approved business customer named in the Order Acceptance.
- “Collection” means collection of the Goods by you, your representative or your nominated carrier from the Collection Point.
- “Collection Point” means AQJ’s warehouse or other collection location stated in the Order Acceptance.
- “Delivery” means delivery of Goods sold by AQJ to the confirmed delivery address, arranged by AQJ through a third-party carrier.
- “Goods” means the products described in the Order Acceptance. Each product must be identified as either Perishable Goods or Ambient Goods.
- “Order” means your request to buy Goods for Collection or Delivery.
- “Order Acceptance” means AQJ’s written acceptance of an Order, including by an order confirmation issued through the ordering portal.
- “Perishable Goods” means Goods identified as Perishable Goods in the product listing and the Order Acceptance, including fresh produce, fresh herbs and any Goods that require chilled or frozen storage.
- “Price” means the total price stated in the Order Acceptance and invoice for the chosen Collection or Delivery option. For Delivery, the Price includes the cost of Delivery. For Collection, the Price does not include any delivery cost.
- “Terms” means these Terms and Conditions of Sale.
- “Working Day” means any day other than a Saturday, Sunday or public holiday in England.

**1.2** The category applicable to each product will be stated on the product listing and in the Order Acceptance. AQJ may add a product to its range without amending these Terms by assigning that product to one of the two categories.

**1.3** References to writing include email and messages or documents issued through AQJ’s ordering portal.

#### 2 Business scope, acceptance and priority

- 2.1** These Terms apply only where you buy wholly for business purposes. You confirm that you are acting in the course of business and not as a consumer.
- 2.2** AQJ approves trade customers individually. Approval to access the ordering portal or place an Order may be withdrawn, suspended or made subject to conditions, but this does not affect a Contract already accepted except as these Terms allow.
- 2.3** You accept these Terms when you tick the acceptance box at checkout or otherwise place an Order that refers to them. The version presented and accepted for that Order forms part of the Contract.
- 2.4** The Contract consists of the Order Acceptance, any written customer-specific terms agreed by AQJ, and these Terms. If they conflict, the Order Acceptance or written customer-specific terms take priority for that Order.
- 2.5** Any terms contained in your purchase order or other document do not apply unless AQJ expressly accepts them in a written agreement signed by an authorised AQJ representative. Accepting an Order, receiving a purchase order or supplying Goods does not by itself constitute acceptance of the Customer’s terms.

#### 3 Quotations, Orders and contract formation

- 3.1** A quotation, product listing or price shown by AQJ is an invitation to place an Order. It is not an offer capable of acceptance and remains subject to availability.
- 3.2** Your Order is an offer to buy the Goods for Collection or Delivery on these Terms.
- 3.3** A binding Contract is formed only when AQJ issues the Order Acceptance. An automated acknowledgement, card authorisation or payment receipt does not by itself mean that AQJ has accepted the Order.
- 3.4** You must check the Goods, quantities, Collection arrangements, delivery address where applicable, payment terms and other Order details before submitting the Order. Tell AQJ promptly if any stated detail is wrong.
- 3.5** Every Order is subject to stock and AQJ’s ability to supply. If AQJ does not accept an Order after taking payment, AQJ will refund the amount taken for the unaccepted Order using the original payment method unless another method is agreed in writing.
- 3.6** No change to an accepted Order is effective unless AQJ agrees it in writing.

## 4 Goods and natural variation

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- 4.1** The Goods will be the products and quantities stated in the Order Acceptance.
- 4.2** Fresh produce, herbs and other natural Goods may reasonably vary in size, shape, colour, appearance and moisture. Those natural variations do not by themselves mean that the Goods are defective or do not match their description.
- 4.3** Photographs and general descriptions are illustrative. AQJ will not substitute a materially different product unless you agree.

## 5 Price, fulfilment and VAT

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- 5.1** The Customer may choose Collection or request Delivery where those options are offered by AQJ. The chosen option will be stated in the Order Acceptance.
- 5.2** For Collection, the Price covers the Goods being made available at the Collection Point. The invoice does not include any delivery cost.
- 5.3** Where AQJ accepts Delivery, AQJ quotes and invoices one inclusive Price covering the Goods and Delivery to the confirmed delivery address. AQJ does not make a separate charge for a delivery service.
- 5.4** For an Order involving Delivery, Delivery forms part of AQJ's contract to supply the delivered Goods. The Price remains a single inclusive price even if AQJ's internal records identify the transport cost.
- 5.5** Prices exclude VAT unless expressly stated otherwise. VAT is applied to the Price according to the VAT liability of the Goods under applicable law. Where Delivery forms part of the Order, it follows the VAT liability of the Goods and AQJ will not charge VAT as a separate delivery service. Where an Order contains Goods with different VAT liabilities, AQJ may allocate the Price between them on a fair and reasonable basis as required by law.
- 5.6** AQJ arranges Delivery only for Goods sold by AQJ. AQJ does not transport goods belonging to another business.

## 6 Payment

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- 6.1** Unless AQJ has approved a credit account for you in writing, payment must be made in full, in cleared funds, before dispatch or before the Goods are released for Collection. Payment may be made using a method accepted by AQJ.
- 6.2** AQJ may approve credit individually for a Customer following an appropriate credit assessment. Any approval must state the Customer's credit limit and payment period in writing. The approved period may be 7, 14, 21 or 30 days from the invoice date. The maximum standard credit period is 30 days. Approval of a trading account does not itself grant credit.
- 6.3** Where AQJ has approved credit terms, payment is due in accordance with the payment term stated on the invoice and by the due date shown on the invoice. The invoice records the customer-specific term already agreed; it does not create a new payment term.
- 6.4** You must pay all amounts in full, in cleared funds, without deduction, withholding, set-off or counterclaim except where the law requires otherwise.
- 6.5** If an amount is overdue, AQJ may suspend further supply, cancel unaccepted Orders, withdraw credit facilities or require payment in advance for future Orders.

- 6.6** AQJ reserves all statutory rights relating to late commercial payment, including the right to claim statutory interest, fixed compensation and any recoverable reasonable debt-collection costs.

- 6.7** Subject to clause 14.5, AQJ may reduce or withdraw a credit facility for Orders not yet accepted by giving written notice, including where a credit limit is exceeded, payment is overdue, creditworthiness materially deteriorates, or applicable credit-insurance cover is reduced, withdrawn or insufficient. AQJ may require payment in advance for those Orders. This does not by itself change payment terms for an Order already accepted.

## 7 Cancellation and refunds

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- 7.1** You may cancel an Order without charge only if AQJ receives written notice no later than 4:00 p.m. on the Working Day before:
- the Collection date stated in the Order Acceptance, where the Customer has chosen Collection; or
  - the estimated delivery date stated in the Order Acceptance, where AQJ has accepted Delivery.
- 7.2** After the cancellation cut-off in clause 7.1, the Order cannot be cancelled and remains binding, whether or not AQJ has begun picking or preparing the Goods.
- 7.3** If you validly cancel before the cancellation cut-off, AQJ will refund any payment received for the cancelled Order or cancelled part of the Order using the original payment method unless another method is agreed in writing.
- 7.4** If AQJ cancels an unfulfilled part of an Order, AQJ will refund any amount paid for that unfulfilled part. This clause is separate from the quality-claim process in clause 11.
- 7.5** AQJ may, at its discretion, accept a cancellation after the cut-off in clause 7.1. Any acceptance is subject to the conditions AQJ specifies in writing at the time, which may include a reasonable charge reflecting costs already incurred. Nothing in these Terms obliges AQJ to accept a late cancellation.

## 8 Collection

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- 8.1** Where the Order Acceptance specifies Collection, AQJ performs its supply obligation by making the Goods available at the Collection Point in accordance with the Order Acceptance.
- 8.2** Any stated Collection date or time is an estimate only. AQJ does not guarantee it, and time is not of the essence.
- 8.3** You are responsible for arranging and completing Collection, including using a suitable vehicle and complying with reasonable site and safety instructions.
- 8.4** Risk of loss, damage and deterioration passes to you when the Goods are handed to you, your representative or your nominated carrier at the Collection Point.
- 8.5** If you do not collect at the arranged time, AQJ may keep the Goods at your risk and may charge reasonable storage and handling costs caused by the delay. AQJ is not responsible for loss, damage or deterioration arising after the arranged Collection time to the extent caused by your delay.

## 9 Delivery

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- 9.1** Where the Order Acceptance specifies Delivery, AQJ will arrange a third-party carrier to take the Goods to the

confirmed delivery address. Delivery forms part of AQJ's supply of the delivered Goods and is included in the Price.

- 9.2** Any delivery date or time is an estimate only. AQJ does not guarantee it, and time is not of the essence.
- 9.3** You must ensure that the delivery address and access details are correct and that an authorised person is available to receive the pallet. You are responsible for suitable access and a safe place for handover.
- 9.4** Risk of loss, damage and deterioration passes to you when the Goods are presented for handover at the confirmed delivery address.
- 9.5** If you are absent, refuse the pallet without a valid reason or otherwise prevent handover, risk passes at the attempted handover. AQJ may store the Goods at your risk and cost, and you must pay the reasonable storage, failed-delivery and redelivery costs.
- 9.6** AQJ may use more than one consignment only where stated in the Order Acceptance or otherwise agreed with you. The inclusive Price remains unchanged unless you request and AQJ agrees a change in writing.

## 10 Ownership and retention of title

- 10.1** Ownership of the Goods remains with AQJ until AQJ receives payment in full, in cleared funds, for those Goods and all other goods supplied by AQJ to you for which payment has become due, subject to the permitted resale in clause 10.4.
- 10.2** Risk of loss, damage and deterioration passes under clause 8 or 9, whether or not ownership has passed. AQJ's retention of ownership does not transfer your storage, handling or protection responsibilities back to AQJ. This does not exclude AQJ's liability for any breach for which it remains legally responsible.
- 10.3** Until ownership passes, you must:
- keep the Goods separately stored and readily identifiable as goods owned by AQJ;
  - preserve identifying marks, packaging labels, batch details and traceability records;
  - maintain the Goods in satisfactory condition and comply with the applicable storage and handling instructions;
  - from the time risk passes, keep the Goods insured against loss or damage for their full invoice value and provide evidence of cover on reasonable request; and
  - notify AQJ immediately of any insolvency procedure or attempted seizure affecting the Goods, and provide reasonable information about their location and condition.
- 10.4** Subject to clause 10.5, you may resell or use the Goods in the ordinary course of your business before ownership passes. Any resale is made by you as principal, not as AQJ's agent. Ownership of Goods resold under this permission passes to you immediately before that resale.
- 10.5** Subject to clause 14.5, AQJ may withdraw the permission in clause 10.4 by written notice if payment becomes overdue or you materially breach clause 10.3. AQJ may then require you to identify and make available for recovery any Goods still owned by AQJ that remain identifiable and have not been resold, consumed or irreversibly incorporated into another product.
- 10.6** You must permit reasonable access to premises under your control to inspect or recover Goods under clause 10.5, but only to the extent permitted by law. AQJ will not use force

and will obtain any third-party consent, insolvency consent or court permission required.

- 10.7** Recovery of Goods does not permit double recovery. AQJ will account for the value realised from recovered Goods, after deducting reasonable lawful recovery and resale costs, against the relevant outstanding debt.

## 11 Inspection, quality complaints and storage

- 11.1** You must check the number of cartons or other units and any visible external damage at Collection or delivery handover, and record any discrepancy on the collection or delivery record where possible. You must inspect Perishable Goods as soon as reasonably practicable and no later than 12 hours after Collection or delivery handover. You must inspect Ambient Goods as soon as reasonably practicable and within the period in clause 11.3. A signature confirming receipt does not, by itself, confirm that the contents are free from defects.
- 11.2** Subject to clauses 11.6 and 12.5, you must notify AQJ in writing of any shortage, damage, condition or quality issue affecting Perishable Goods that was or should reasonably have been discoverable on inspection, so that AQJ receives the notice within 24 hours after Collection or delivery handover. This means 24 consecutive hours, including weekends and public holidays.
- 11.3** For any shortage, damage, condition or quality issue affecting Ambient Goods that was or should reasonably have been discoverable on inspection, you must notify AQJ in writing within 7 calendar days after Collection or handover.
- 11.4** Your complaint must identify:
- the invoice or order number;
  - the product and relevant batch or lot details;
  - the Collection or delivery date and time;
  - the quantity received and the quantity affected; and
  - the nature of the shortage, damage or quality issue. For damage, condition or quality complaints, include clear photographs showing the affected Goods, representative views of the affected cartons, and the relevant packaging and batch labels. For shortage complaints, provide photographs where relevant and available, together with the delivery or collection record and carton count. Send the written notice within the applicable complaint period even if some supporting evidence is not yet available, explain what is missing, and provide it as soon as reasonably practicable. You must provide further reasonable information needed for AQJ to investigate, including relevant storage or temperature records where available.
- 11.5** You must not dispose of affected Goods before AQJ has had a reasonable opportunity to investigate, unless disposal is required by law or is reasonably necessary for food safety. If urgent disposal is necessary, notify AQJ as soon as possible and preserve photographs, batch details and other reasonable evidence.
- 11.6** A defect or food-safety issue that could not reasonably have been discovered within the applicable inspection period must be notified in writing immediately after discovery. Nothing in these Terms prevents either party from taking action required by food-safety law or cooperating with a lawful withdrawal or recall.

- 11.7** After risk passes, you must store and handle the Goods properly and in accordance with the storage and handling conditions stated for that product on the applicable product listing.
- 11.8** AQJ may reject or reduce a complaint to the extent that improper storage, handling, delay or other conduct after risk passed caused or worsened the reported problem.
- 11.9** You must give AQJ a reasonable opportunity to investigate a complaint, including reasonable access to inspect the affected Goods or arrange an independent inspection at AQJ's expense. So far as reasonably practicable and safe, keep the affected Goods separately identified and avoid processing, repacking or otherwise altering them before inspection. This does not prevent necessary food-safety action under clauses 11.5 and 11.6.

## 12 Returns, credits and accepted claims

- 12.1** Conforming Perishable Goods that are unwanted or no longer needed are non-returnable.
- 12.2** AQJ may, at its discretion, accept the return of conforming Ambient Goods that are in their original sealed packaging, unopened, undamaged and within date. Any acceptance is subject to the conditions AQJ specifies in writing at the time, which may include that you pay the return carriage and that AQJ applies a reasonable restocking charge. Nothing in these Terms obliges AQJ to accept a return.
- 12.3** Do not return Perishable Goods unless AQJ gives written instructions to do so. Physical return of Perishable Goods normally serves no purpose.
- 12.4** If AQJ accepts a quality or condition claim, AQJ's normal remedy is to issue a credit note for the verified affected quantity. AQJ may require Ambient Goods to be returned under written return arrangements as part of its investigation or the accepted remedy.
- 12.5** These claim and return procedures do not exclude any right or liability that cannot lawfully be excluded or limited.

## 13 Events beyond AQJ's reasonable control

- 13.1** AQJ is not responsible for delay or failure to make Goods available for Collection or to complete Delivery where caused by an event beyond AQJ's reasonable control.
- 13.2** Such events may include extreme weather, flood, fire, epidemic, government action, border or port disruption, transport interruption, strike, utility or communications failure, or unavoidable supply-chain failure.
- 13.3** AQJ's time for performance is extended while the event continues. AQJ will take reasonable steps to reduce its effect.
- 13.4** If AQJ reasonably decides that an affected part of an Order cannot be fulfilled, AQJ may cancel that part and refund any payment received for that unfulfilled part.
- 13.5** This clause does not excuse payment of an amount that was already due before the event occurred.
- 13.6** If an event under clause 13.1 continues for 30 consecutive days and materially prevents AQJ from fulfilling all or any part of a Contract, either party may terminate the affected unperformed part by written notice.
- 13.7** Following termination under clause 13.6, AQJ will refund any payment received for the affected unfulfilled part of the Order. Neither party will be liable solely for ending the

affected part or for future non-performance of that part where caused by the event.

- 13.8** Termination under clause 13.6 does not affect Goods already supplied, any amount already due, or any right or liability accrued before termination.

## 14 Termination and insolvency

- 14.1** Either party may terminate a Contract, or the affected unperformed part of it, with immediate effect by written notice if:
- the other party commits a material breach that cannot be remedied;
  - the other party fails to remedy a material breach that can be remedied within 7 calendar days after receiving written notice requiring it to do so; or
  - continuing to perform a material obligation under the Contract becomes unlawful.
- 14.2** Subject to clause 14.5, AQJ may suspend its unperformed obligations or terminate a Contract, or the affected part of it, with immediate effect by written notice if:
- you are unable to pay your debts as they fall due, admit that inability or suspend payment of your debts;
  - you begin negotiations with creditors generally to reschedule your debts; or
  - a moratorium, company voluntary arrangement, restructuring plan, administration, receivership, provisional liquidation, winding-up, bankruptcy or similar insolvency procedure is commenced in relation to you, unless the relevant application or petition is dismissed or withdrawn within 14 calendar days.
- 14.3** If AQJ lawfully suspends or terminates a Contract under these Terms, AQJ may stop picking, preparing, releasing or making Goods available for Collection and may stop arranging any unperformed Delivery. If the Contract is terminated:
- neither party is required to perform the terminated unperformed part;
  - you must pay all amounts already due and all amounts relating to Goods already supplied; and
  - AQJ will refund any advance payment for the unfulfilled part of the Order, after deducting any amount lawfully due to AQJ under the affected Contract.
- 14.4** Termination does not affect any right or liability accrued before termination. Provisions concerning payment, ownership and retention of title, recovery of Goods, complaints and evidence, liability, notices and governing law continue to apply where their nature requires them to continue. Termination does not itself transfer ownership of Goods still owned by AQJ.
- 14.5** All rights under clauses 6, 10 and 14 are subject to applicable insolvency law. AQJ will not terminate or suspend supply, alter payment terms, withdraw permission to resell or use Goods, require payment of earlier arrears as a condition of continued supply, enter premises or recover Goods where the law prohibits or suspends that action. AQJ will obtain any consent or court permission required.

## 15 Limitation of liability

- 15.1** Nothing in these Terms excludes or limits AQJ's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the statutory

obligation to have the right to sell the Goods, liability under the Consumer Protection Act 1987, or any other liability that cannot lawfully be excluded or limited.

- 15.2** Subject to clause 15.1, AQJ is not liable for any indirect or consequential loss.
- 15.3** Subject to clause 15.1, AQJ is not liable, whether the loss is direct or indirect, for loss of profit, business, contracts, revenue or anticipated savings.
- 15.4** Subject to clause 15.1, AQJ's aggregate liability arising from or connected with each Order, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, is limited to the amount paid or payable for that Order.
- 15.5** Nothing in this clause removes the normal credit-note remedy for a verified affected quantity under clause 12.4.

## **16 General provisions**

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- 16.1** Entire agreement. The Contract records the entire agreement between AQJ and you about the Order. You acknowledge that you have not relied on a statement not recorded in the Contract. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.
- 16.2** Variation. A change to the Contract is binding only if agreed in writing by AQJ and you.
- 16.3** Assignment and subcontracting. You may not transfer the Contract without AQJ's written consent. AQJ may use a third-party carrier to perform Delivery and may subcontract other performance while remaining responsible for its contractual obligations.
- 16.4** Severance. If any provision is invalid or unenforceable, it will be adjusted to the minimum extent necessary or removed, and the remaining provisions will continue.
- 16.5** Waiver. A delay or failure to exercise a right is not a waiver of that right.
- 16.6** Third-party rights. No person other than AQJ and you may enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 16.7** Notices. A notice or complaint under the Contract must be in writing and sent using the contact details shown in the Order Acceptance or invoice, or to [info@aqjltd.com](mailto:info@aqjltd.com). A notice is effective when received.

## **17 Governing law and jurisdiction**

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- 17.1** These Terms and each Contract are governed by the law of England and Wales.
- 17.2** The courts of England and Wales have exclusive jurisdiction over any dispute arising from or connected with the Contract.

### **AQJ contact**

AQJ Trading Limited • Company no. 10414271 • 1st Floor, 29-31 Minerva Road, London NW10 6HJ • [info@aqjltd.com](mailto:info@aqjltd.com) • +44 20 8191 4988