

WHOLESALE TERMS OF SUPPLY CONFECTIONERY ENTERPRISES

Commercial & Trade Account Terms
Effective July 2026

These terms and conditions constitute the commercial agreement between Confectionery Enterprises ("us", "we", "the Supplier") and any business, corporate entity, or trade account ("the Client", "Stockist", "you") purchasing goods for resale, institutional distribution, or commercial purposes. By placing a trade order or accepting an invoice, you agree to be bound by these terms.

Confectionery Enterprises is registered in Shrewsbury, Shropshire, UK.

Legal Address:

Confectionery Enterprises, Suite 6, SY3 8BW

Email:

hello@shrewsburybiscuits.com

Please note: The above address is a registered legal office only and does not service collections or deliveries.

1. Contractual Basis & Scope

- 1.1 Business-to-Business Status: The Client expressly warrants that it is purchasing Goods for trade, business, craft, or institutional resale, and not as an individual consumer. UK Consumer Protection Laws (including the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013) do not apply to this agreement.
- 1.2 Governing Legislation: This Contract is governed exclusively by the laws of England and Wales and subject to the Sale of Goods Act 1979.
- 1.3 Entire Agreement: These terms, alongside the specific commercial invoice or trade order confirmation, constitute the entire agreement between the parties. No secondary terms provided by the Client shall supersede these terms unless agreed in writing by us.

2. Orders & Production (Bake-on-Demand)

- 2.1 Minimum Order Quantity (MOQ): All trade orders are subject to our standard wholesale MOQ specifications as detailed on our trade portal or wholesale pricelist.
- 2.2 Finality of Orders: Goods are manufactured on a fresh, small-batch, bake-on-demand basis. Once a trade order is confirmed and an invoice issued, the order is commercially binding and non-cancellable.
- 2.3 Specification Adjustments: We reserve the right to make minor adjustments to packaging, dimensions, or formulation where necessary to maintain structural integrity or comply with evolving statutory food standards.

3. Pricing, Invoicing, & Payment Terms

- 3.1 Pricing: All prices quoted are in GBP (£) and exclude VAT (where applicable) and secondary freight charges unless explicitly stated on the commercial invoice.
- 3.2 Payment Framework: Unless a formal credit agreement has been approved in writing, all initial trade orders must be paid in full via pro-forma invoice prior to production and dispatch.
- 3.3 Late Payment Interest: Where credit terms are extended, failure to settle invoices within agreed terms will incur interest at 8% above the Bank of England base rate, alongside statutory debt recovery costs, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

4. Delivery, Risk, & Retention of Title

- 4.1 Transfer of Risk: Risk of loss or damage to the Goods transfers to the Client immediately upon delivery to the agreed commercial delivery point or handover to a designated freight service.
- 4.2 Retention of Title: Ownership of all Goods remains with Confectionery Enterprises until the Client has settled all outstanding invoices in full.
- 4.3 Delivery Windows: Delivery estimates provided are commercial targets only. Time is not of the essence regarding delivery dates, and we shall not be liable for courier delays beyond our reasonable control.

5. Inspection, Defect Reporting, & Verification

- 5.1 Inspection Protocol: The Client is required to inspect all commercial shipments upon arrival.

- **5.2 Damage Reporting Window:** Any claim regarding missing units or outer transit damage must be notified to us in writing within 48 hours of delivery, supported by digital photographs depicting the outer transit packaging and sealed inner primary units. Claims regarding latent product quality defects (not discoverable upon visual delivery inspection) must be notified in writing within 7 calendar days of delivery.
- **5.3 Minor Transit Characteristics:** Due to the delicate nature of baked artisanal confectionery, minor superficial edge dust or minor crumb shedding during transit shall not constitute a defect or failure of satisfactory commercial quality.
- **5.4 Limit of Remedies:** Where damage or fault is verified, our liability is strictly limited, at our discretion, to replacing the damaged units or issuing a monetary credit note pro-rata for the affected units.

6. Hygiene Seals & Resale Standards

- **6.1 Packaging Integrity:** Goods are supplied within heat-sealed primary packaging. Unsealed units cannot be returned, credited, or resold under any circumstances for food safety and hygiene reasons.
- **6.2 Resale Compliance:** The Client agrees to store the Goods in cool, dry conditions away from direct sunlight and odoriferous products, and to present the products for resale strictly within their original branded primary packaging without alteration.

7. Limitation of Liability

- **7.1 Non-Excludable Liability:** Nothing in this Contract excludes or limits our liability for:
 - (a) Death or personal injury caused by negligence;
 - (b) Fraud or fraudulent misrepresentation;
 - (c) Breach of title implied by Section 12 of the Sale of Goods Act 1979; or
 - (d) Any other liability that cannot be legally excluded under UK law.
- **7.2 Cap on Liability:** Subject to Clause 7.1, our total aggregate liability arising out of or in connection with any trade supply (whether in contract, tort, or breach of statutory duty) shall be strictly capped at the total net invoice value paid by the Client for that specific order.
- **7.3 Consequential Loss Exclusion:** We shall under no circumstances be liable to the Client for any indirect, secondary, or consequential losses, including but not limited to loss of profits, loss of sales or business, commercial interruption, or loss of goodwill.

8. Severability & Jurisdiction

- **8.1 Severability:** If any provision of these terms is deemed unlawful or unenforceable by a court of law, that provision shall be severed without affecting the validity or enforceability of the remaining clauses.
- **8.2 Jurisdiction:** This Contract shall be governed by and construed in accordance with the laws of England and Wales. Both parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.