

1 – Definitions

1. ‘Contract’ means any contract between you and us for the sale and purchase of Goods or Services, incorporating these Terms.
 2. ‘Goods’ means an individual product or good including Software as described in our literature or website.
 3. ‘Normal Working Hours’ means 9am to 5pm on a Working Day.
 4. ‘Order’ means an order for Goods or Services made by you in accordance with these Terms.
 5. ‘Order Confirmation’ means our written acceptance of your Order.
 6. ‘Software’ means computer program(s) and associated documentation.
 7. ‘Working Day’ means Monday to Friday, excluding Bank or other Public holidays.
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2 – Orders

1. When you place an Order for Goods or Services, this will be regarded as an offer by you to purchase the Goods or Services subject to these Terms and we shall not be obliged to accept your offer at our discretion.
2. We will send you an Order Acknowledgement on receipt of your Order. This is not an order confirmation or order acceptance by us.
3. We will accept your offer and create a Contract with you by sending to you an Order Confirmation once we have confirmed availability of the Goods or Services, verified your credit card or payment details as necessary and prepared the Goods for dispatch. We reserve the right to obtain validation of your credit or debit card details before providing you with any Goods or Services.
4. The Order Confirmation will be binding on you unless there is an inadvertent discrepancy between the Goods or Services that you ordered and those detailed in the Order Confirmation. You should notify us as soon as you become aware of any such discrepancy.
5. If we are unable to accept your Order, we will inform you of this and will not charge you for the Goods. This might be because the Goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
6. If we cannot supply the Goods ordered by you, we reserve the right to offer alternative Goods of equal or superior quality. Any such changes will be detailed in the Order Confirmation that will be subject to your acceptance. If you do not accept the alternative Goods offered within 5 days from the receipt of the Order Confirmation, your Order will

be deemed as cancelled and we refund of any money paid to us in respect of that Order, including carriage charges. This shall be your sole remedy.

7. When you place an Order, you are undertaking to us that:
 - o all details you provide to us for the purpose of purchasing Goods or Services are correct, and
 - o if you use the credit or debit card you use to make a purchase from us is your own card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any Goods or Services you order from us.
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3 – Prices and Payment

1. Goods and Services, together with VAT, are invoiced at the price prevailing at the time of your Order.
 2. We reserve the right to vary our prices from time to time, but changes will not affect any Order you have already placed.
 3. Before you submit an Order, you will be notified of any additional charges including shipping and handling costs or insurance.
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4 - Delivery and Risk

1. We will contact you with an estimated delivery date. Unless we agree otherwise with you, then we will normally ensure that Goods are delivered to you no later than 30 days from the day after you submitted your Order to us.
2. We shall use reasonable endeavours to despatch Goods to you by the estimated delivery date and time. If our supply of the Goods is delayed by an event outside our reasonable control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of a substantial delay, you may contact us to end the Contract and receive a refund for any Goods you have paid for but not received.
3. If we do not get the Goods to you by the estimated delivery date then you may cancel your Order straight away if any of the following apply:
 - o we have refused to deliver the Goods;
 - o delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
4. Delivery is deemed to take place when the Goods are delivered to your nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to you.
5. If you cannot accept delivery, we may at our option re-arrange delivery provided that we may charge you for the additional delivery costs incurred.

6. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract in accordance with Clause 5.5.
 7. Upon delivery of the Goods, you will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is your responsibility to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, you should either note this on the Proof of Delivery or refuse to accept delivery of the Order.
 8. We shall not be liable for discrepancies or damage evident on delivery where you accept delivery and sign the Proof of Delivery without amendment.
 9. You may request a copy of the Proof of Delivery, provided that this request is made within 7 days of the date of delivery and we shall use reasonable endeavours to provide such proof. If you do not make such a request, or notify us in accordance with clause 5.2 then we shall be entitled to assume that all the Goods in your Order have been delivered successfully.
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5 – Returns and Warranties

The rights of return under this clause 5 are in addition to any other legal rights available to you, including under the Consumer Rights Act 2015. Please note that advice and information about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards Office.

1. All our fresh and frozen products can not be returned because they spoil quickly and / or aging.
2. If you need to return Goods to us, then a Goods Return Material Authorisation (RMA) must be obtained from us for each and every return so that we are able to administratively process your return, otherwise we have no means of identifying the Goods being returned. This may result in difficulties in returning monies. You will be sent a RMA acknowledgement by email which will also include a downloadable returns label that should be printed off and secured onto the exterior of the package. The RMA must be clearly shown on each parcel returned, and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the Software seals intact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.
3. You should notify us immediately and in any event no longer than 48 hours after delivery in the event that Goods are found to be damaged on delivery, items are missing or the Goods are not as specified in the Order Confirmation or have been delivered to you by mistake. Nothing in this clause affects your rights under clause 5.7 below.
4. **Address for Returns of Goods**

If you are posting Goods to us for whatever reason, then please send such items to:
Hokkei Suisan Strandweg 2F, 1976 BS IJmuiden.

5. Our Right to Cancel

We may end this Contract at any time by writing to you if:

- you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- you do not, within a reasonable time, allow us to deliver the Goods; and
- you do not, within a reasonable time, allow us access to your premises to supply the Services.

If we end this Contract in the situations set out above we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

6 – Our Liability

1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
 2. We only supply the Goods for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 3. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
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7 – Events outside our control

1. We shall not be liable to you or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of our obligations in respect of the Goods or Services, if the delay or failure was due to any event beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as events beyond our reasonable control: act of God, explosion, flood, tempest, fire or accident; war, threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes of a third party;

difficulty in obtaining materials, labour or machinery; and power failure or breakdown in machinery.

2. We will contact you as soon as possible to let you know about the delay or failure and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of a substantial delay, you may contact us to end the Contract and receive a refund for any Goods or Services you have paid for but not received.

8 – Errors

1. We make every effort to ensure that all prices and descriptions quoted in our catalogue and on our website are correct and accurate, but it is always possible that, despite our best efforts, some of the prices or descriptions may be incorrect. If we accept and process your order where a pricing or description error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing or a misdescription, we may end the Contract, refund you any sums you have paid and require the return of any Goods provided to you. In the case of a manifest error in relation to price, you will be entitled to purchase the Goods or Services by paying the difference between the quoted price and the correct price, as confirmed in writing by us after the manifest error has been discovered. A 'manifest error', as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by us which is more than 10% less than the price that would have been quoted had the mistake not been made.
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