



The Global Taster T&Cs



Application and entire Agreement

1. These Terms and Conditions will apply to the purchase of the goods detailed in our 'Booking Form Calculator' (BFC) by you (you, the customer) from us (us, the supplier) The Global Taster Ltd (TGT), a company registered in England and Wales under Company number 12144900 and registered office being 160 Barrs Road, Cradley Heath, West Midlands, B64 7EX.
2. These Terms and Conditions will be deemed to have been accepted by the customer upon submission of a BFC and advance payment, or from the date of shipping of the goods (whichever happens earlier) will constitute the entire agreement between you and The Global Taster Ltd.
3. These Terms and Conditions and the BFC submission (together, the Contract) apply to the purchase and sale of any goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A 'Business day' means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa

Goods

7. The description of the Goods are set out in our BFC, unless expressly changed upon submission. In accepting the quotation, you acknowledge you have not relied upon any statement
8. The Global Taster Ltd can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.
9. The Global Taster may be required to substitute a product for another or be unable to provide the product, in this instance this will be communicated to the customer prior to shipping of goods.

Price

10. The price of the Goods are set out in the BFC current at the date of your order or such other price as we may agree in writing.
11. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the price prior to shipping.

12. You may be entitled to discounts. Any and all discounts will be at our discretion.
13. The Price is exclusive of fees for Transportation. You will be provided with a shipping estimate to local shipping port (outside of the European Union) or to delivered door (Inside the European Union, whilst the United Kingdom remains in the European Union Single Market).
14. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and alteration

15. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
16. The quotation (including and non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 30 days only from the date shown in the BFC, unless expressly withdrawn by us at an earlier time.
17. Either of us can cancel the order for any reason prior to your acceptant (or rejection) of the quotation.

Payment

18. TGT will send you a commercial invoice upon receipt of the BFC with the payable amount in the currency of your choice, a currency which TGT accept.
19. TGT will not process an order until the amount on the commercial invoice has been received in the currency of the customers choice by means of bank transfer to TGT preferred bank account details.
20. You must make payment before shipping has taken place and/or the title of the goods have not passed to you.
21. All payment must be made in USD, EUR, GBP, NZD, AUD, unless otherwise agreed in writing between us.
22. GBP payments can be received only by another British bank.
23. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitle to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

Delivery

24. TGT will provide shipping estimate to nearest port (outside of the EU) or to door (inside the EU, whilst the UK remains a member of the EU)
25. TGT will provide Bill of Laden, Certificate of Origin, Certificate of Free Sale where applicable.
26. It is down to you, the customer to decide whether you would like us, TGT, to arrange shipping to nearest port on FOB terms. Or if you would like to arrange collection from us on EXW terms at a warehouse that will be communicated to you before shipping.
27. If you arrange collection from our pre-advised location, you are responsible for both the export and import requirements. If we arrange shipping to nearest port to you, we are responsible for export from the UK and you for import clearances and destination charges into your designated country.
28. If you do not take delivery of the goods, we may, at our discretion and without prejudice to any other rights;

- a. Store or arrange for the storage of Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and/or
 - b. Make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
- 29. If redelivery is not possible as set out above, you must collect the Goods from a pre determined location and TGT reserve the right to charge for all associated costs including, but not limited to, storage and insurance.
- 30. Order processing times will be pre-advised by TGT to you upon receipt of BFC. Shipping date will be pre-advised by TGT to you upon receipt of payment. Shipping transit times will be estimated and also advised pre shipment.

Inspection and acceptance of Goods

- 31. You must inspect the Goods in delivery or collection.
- 32. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 1 day of receipt.
- 33. If you identify any damages or shortages, you must inform us in writing within 5 working days of delivery, providing details.
- 34. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
- 35. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them
- 36. We will be under no liability or further obligation in relation to the Goods if:
 - a. If you fail to provide notice as set above; and/or
 - b. You make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - c. The defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - d. The defect arises from normal wear and tear of the Goods; and/or
 - e. The defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or third parties.
- 37. You will bear the risk and cost of returning the Goods.
- 38. Under TGT obligations shipping on FOB terms, our responsibility ends at export loading. Our responsibility is to load the goods in good condition and whilst in transit to loading port, we use BIFA trading terms and conditions whilst in transit.

Risk and Title

- 39. The risk in the Goods will pass to you on completion of delivery
- 40. Title to the Goods will not pass to you until payment has been received in full (cleared funds) for;
 - a. The Goods and/or
 - b. Any other goods or services that we have supplied to you in respect of which payment has become due.
- 41. Until title to the Goods has passed to you, you must;
 - a. Hold the Goods on a fiduciary basis as our bailee; and/or

- b. Store the Goods separately and not remove, deface or obscure any identifying mark or packaging relating to the Goods; and/or
 - c. Keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 42. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises of any third party where the Goods are stored to recover them.

Termination

- 43. We can terminate the sale of Goods under the Contract where;
 - a. You commit a material breach of your obligations under the Terms and Conditions;
 - b. You are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors.
 - c. You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
 - d. You convene any meeting of your creditor, enter into a voluntary or compulsory liquidation, have receiver, manager, administrator or administrative receiver appointed in respect of your assets or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of schedule B1 of the Insolvency Act 1986) a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of liability

- 44. Our liability under the contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.
- 45. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title** all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law
- 46. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 47. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
- 48. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
 - a. Any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - b. Any loss of profits, loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third party claims; and/or
 - c. Any failure to perform any of our obligations if such a delay or failure is due to any cause beyond our reasonable control; and/or
 - d. Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or

- e. Any loss relating to the choice of the Goods and how they will meet your purpose of the use by you of the Goods supplied.
49. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Communications

50. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party)
51. Notices will be deemed to have been duly given;
- a. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. When sent, if transmitted by fax or email and a successful transmission return receipt is generated;
 - c. On the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. On the tenth business day, following mailing, if mailed internationally
52. All notices under the Terms and Conditions must be address to the most recent address, email address or fax number notified to the other party.

Data protection

53. When providing the Goods to the you, TGT may gain access to and/or acquire the ability to transfer, store or process personal data of the employees of the customer.
54. The parties agree that where such processing of personal data takes place, the customer shall be 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
55. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller' and 'Data Subject' shall have the same meaning as in the GDPR.
56. TGT shall only process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with the buyer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
57. TGT shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
58. TGT shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by TGT on behalf of the customer. For any enquiries or complaints regarding data privacy, please contact the following email address; enquiries@theglobaltaster.com and mark it for the attention of 'The Data Protection Officer'

Circumstances beyond the control of either party

59. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that

party. Such causes include, but are not limited to; industrial action, civil unrest, fire, vessel sinking's, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

60. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

61. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable)

Law and jurisdiction

62. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.