



1. DEFINITIONS:

Contract: any contract between MCJ and the Customer for the sale and purchase of the Goods in accordance with these conditions.

Customer: the person, firm or company who purchases the Goods from MCJ.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: MCJ's range of products, including without limitation, sausage casings and any related products.

Incoterms: the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made.

Order: the Customer's order for the Goods, including orders in written or oral form, as may be set out (without limitation) in the Customer's purchase order form or by telephone.

MCJ: MCJ Casings Limited (registered in England and Wales with company number 05331653) with the registered office at 159 Triumph Way, Liverpool, England, L24 9GQ.

2. BASIS OF CONTRACT

2.1 These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order shall only be deemed to be accepted when MCJ issues a written or oral acceptance of the Order, at which point the Contract shall come into existence.

2.3 A quotation for the Goods given by MCJ shall not constitute an offer.

3. GOODS

3.1 The description of the Goods as contained in MCJ's invoice shall stand as definitive proof of the Goods ordered.

3.2 MCJ reserves the right to amend the specification of the Goods (i) if required by any applicable statutory or regulatory requirement (ii) for any reason so long as the change does not materially and prejudicially effect the quality or fitness for purpose of the Goods.

4. DELIVERY

4.1 MCJ shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after MCJ notifies the Customer that the Goods are ready.

4.2 In the event that the Goods are delivered outside of the UK and unless otherwise confirmed by MCJ in writing, delivery shall be made DAP (Incoterms) and the place of delivery will be the Customer's premises as recorded on MCJ's system or such other location as the parties may agree.

4.3 Delivery dates are approximate, and time of delivery is not of the essence.

4.4 MCJ will use all reasonable endeavours to supply the Goods, but shall not be liable to the Customer in any way for shortfall or delay in delivery due to the Goods (or their constituents) being unavailable or not obtainable on commercially reasonable terms for whatever reason.

4.5 MCJ may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. WARRANTIES AND LIABILITY

5.1 MCJ warrants that on delivery the Goods shall:

(a) subject to clause 5.5, correspond to the type and quantity of product ordered by the Customer;

(b) be of satisfactory quality (as defined in the Sale of Goods Act 1979); and

(c) be fit for any purpose expressly agreed in writing by MCJ.

All other warranties, conditions, or representations, whether express or implied by statute, common law, or otherwise, including any warranty as to description, quality, fitness for purpose, or performance, are excluded to the fullest extent permitted by law.

5.2 Subject to clause 5.3, if the Goods fail to comply with the warranties in clause 5.1, MCJ's sole and exclusive liability shall be, at its discretion:

(a) to replace the defective Goods; or

(b) to refund the price paid for the defective Goods in full.

The Customer must notify MCJ in writing of any alleged defect or failure to comply with the warranty as soon as reasonably practicable and in any event:

(i) no later than 30 (thirty) days after delivery;

(ii) in the case of non-delivery, within 10 (ten) days of the expected delivery date; and

(iii) where delivery has been confirmed but the Customer claims non-receipt, immediately upon receipt of such confirmation, and in any event within 48 hours thereafter.

Failure to comply with these notification requirements shall release MCJ from any liability under this clause 5.

5.3 MCJ shall have no liability under this clause 5 in respect of Goods where the Customer continues to use the Goods after notifying MCJ of a defect in accordance with clause 5.2.

5.4 Except as expressly set out in this clause 5, MCJ shall have no liability to the Customer for any loss, damage, or defect relating to the Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

5.5 Any samples, drawings, descriptive matter or advertising issued by MCJ and any descriptions of the Products or illustrations or descriptions of the Products contained in MCJ's catalogues, website or brochures are issued or published for the sole purpose of

giving an approximate idea of the Products described in them. They shall not form part of the Contract nor have any contractual force.

5.6 These conditions shall apply to any replacement Goods supplied by MCJ.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

(a) MCJ receives payment in full (in cash or cleared funds) for the Goods and any other goods that MCJ has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums;

or

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer immediately before the time at which resale by the Customer occurs.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as MCJ's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify MCJ immediately if it becomes subject to any of the events listed in clause 10.1(a); and

(e) give MCJ such information as MCJ may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before MCJ receives payment for the Goods, provided that it does so as principal and not as MCJ's agent.

6.5 At any time before title to the Goods passes to the Customer, MCJ may:

(a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and

(b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price quoted by MCJ to the Customer. In the event of a dispute regarding price, MCJ's records shall stand as conclusive proof of the price agreed, save in the case of fraud. .

7.2 MCJ may by giving notice to the Customer at any time before delivery increase the price of the Goods:

(a) by up to 10%; or

(b) by more than 10%, in which event the Customer may elect in writing within 14 (fourteen) days of receipt thereof whether the Customer wishes to accept delivery of the Goods at the new price.

7.3 The price of the Goods includes amounts in respect of value added tax (if applicable) and any other relevant governmental taxes or duties.

7.4 MCJ may require payment on or before delivery. The Customer shall pay each invoice submitted by MCJ within [30] days of the date of the invoice in the invoiced currency i) by cheque or ii) by electronic transfer in full and in cleared funds to a bank account nominated in writing by MCJ, and time for payment shall be of the essence of the Contract.

7.5 If the Customer fails to make a payment due to MCJ under the Contract by the due date, then, without limiting MCJ's remedies under clause 10, MCJ shall have the right to charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. LIMITATION OF LIABILITY

8.1 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including without limitation liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

8.3 Subject to clause 8.2, MCJ's total liability to the Customer shall not exceed three times the order value in respect of which the liability arose.

8.4 Subject to clause 8.2, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of or damage to goodwill; and
- (e) indirect or consequential loss.

8.5 This clause 8 shall survive termination of the Contract.

9. PRODUCT RECALL

9.1 If the Customer (or anyone to whom the Customer has onward sold the Goods) is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market (Recall Notice) it shall immediately notify the MCJ in writing enclosing a copy of the Recall Notice.

9.2 Unless required by law, the Customer may not undertake any recall or withdrawal without the written permission of MCJ and only then in strict compliance with MCJ's instructions about the process of implementing the withdrawal. In the event that the

Customer, or any party in the onward supply chain, recalls any, all or part of the Goods without a Recall Notice having been issued, MCJ shall have no liability for any costs, expenses, losses or damages suffered by any party in relation to the recall (whether such recall is approved by MCJ or otherwise).

10. TERMINATION

10.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party becomes unable to pay its debts as they fall due, or takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(b) the other party is in material breach of any obligations under the Contract.

10.2 Without limiting its other rights or remedies, MCJ may terminate the Contract with immediate effect if:

(a) the Customer fails to accept delivery or pay for the Goods on the due date; or

(b) if the Customer fails to pay any amount due under this Contract on the due date for payment.

10.3 Without limiting its other rights or remedies, MCJ may suspend provision of the Goods under the Contract if the Customer fails to pay any amount due under this Contract on the due date for payment.

11. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 6 (six) weeks, the party not affected may terminate the Contract by giving 14 (fourteen) days' written notice to the affected party.

12. GENERAL

12.1 The Customer may not assign or transfer any or all of its rights or obligations under the Contract without the prior written consent of MCJ.

12.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no

claim for innocent or negligent misrepresentation based on any statement in the Contract.

12.3 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.4 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

12.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

12.6 Unless otherwise agreed by the parties in writing, any notice given to a party under or in connection with the Contract shall be in writing and shall be by pre-paid first-class post or other next working day delivery service at its registered office. Any notice shall be deemed to have been received if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the next Business Day after posting, or if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

12.7 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.8 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

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