



# Terms of Business

G & G Food Supplies Ltd, Vitality House, 2-3 Imberhorne Way, East Grinstead, West Sussex, RH19 1RL.  
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- 1 The minimum order for exclusive own label products is 30,000 capsules of any one product (or otherwise by arrangement). Lead time on initial orders is 6 weeks; on repeat orders usually less. There will be a £10 delivery charge for each product ordered.
- 2 Potting and labelling is on a minimum run of 300 labels/pots/containers. Variation only by price quotation agreed and signed by the company and the client.
- 3 A charge will be made for product development, general advice on labels and packaging (see separate issue). Label content, design, origination, artwork and printing are the Client's responsibility, related costs are at the Client's expense. A nominal fee of £50 per label will be charged if G & G overprint. It is the client/customer's responsibility to ensure that all label data is legal, ethical and complies with all label regulations and laws in the locality of sale.
- 4 The formulae are subject to modification in liaison with the Client to permit: a) Product improvement and upgrade, b) Production and/or manufacturing modifications to fit capsule/container.
- 5 All prices quoted are valid for six months from the month of presentation. Once an order is placed, prices are fixed and valid for a twelve month period pending our annual review. We reserve the right to amend quotations based on market fluctuations.
- 6 To initiate manufacture of exclusive own label products we need an irrevocable order for the products required, a deposit of 30% of the order value may be required, subject to successful Trade Account application (a computer credit check will be conducted).
- 7 If no Trade Account opened, payment of the balance is due on delivery of the finished product. If several products ordered and delivered in sections, then balance payment is due on each invoice. N.B. Due to the manufacturing process, G & G reserve the right to over or under deliver by 10% of the original order.
- 8 Any original formulations produced for the client will not be copied or duplicated for any other contract and we undertake to preserve confidentiality, bearing in mind labelling requirements. G & G manufacture for many contract customers and whilst making every endeavour to protect the Client companies formulations, G & G do reserve the right to enter into contractual arrangements with other companies in the field of nutrition. From time to time there may well be similarities in formulation; G & G undertake to deal ethically and honestly with all contracts. It is not possible to offer exclusivity on standard or generic products such as Protein Slimming/Health Drinks, Cal-M and its derivatives.
- 9 G & G manufacture their own range of vitamins, minerals and herbal products as well as various health food formulations. There is an advantage to utilising these formulations for your own label, but of course we cannot offer exclusivity on such.
- 10 The Client's company will undertake not to disclose to any third party, any data relating to products and formulations developed for or supplied to the Client by G & G. Furthermore, the Client will undertake not to use formulations and technical data supplied by G & G to subcontract manufacture of formulations by another manufacturer.
- 11 **TITLE OF GOODS:** Title in the goods shall be retained by the Seller until payment in full of the price and until such payment the Buyer shall hold the goods and all items incorporating the goods in a fiduciary capacity for the Seller. In the event of any sales of the goods by the Buyer prior to payment in full of the price, the Buyer shall hold the proceeds of the sale in the fiduciary capacity for the Seller and such proceeds of the sales shall be placed in an account of the Buyer in such a way as to be identifiable as the property of the Seller. In the event of non-payment by the Buyer by the due date, the Seller shall be entitled to, in addition to all other rights, to enter any premises where the goods may be and recover possession of them. Notwithstanding the foregoing provisions, the goods shall in all respects be at the risk of the Buyer as regards loss or damage from any cause whatsoever as from the time of delivery of the goods to the Buyer or to a carrier on behalf of the Buyer. The Buyer shall insure the goods accordingly.

E&OE

Client/Company _____	
Signed and accepted _____	Date _____
On behalf of _____	Position _____
Signed _____	Date _____
On behalf of G & G Food Supplies Ltd	