Giovanni's®

DOWNTOWN GELATO

WHOLESALE BROCHURE

2021

QUALITÀ E PASSIONE

Ciao

Welcome to Giovanni's Downtown Gelato, the place of artisan gelato & pasticceria. We are delighted to introduce our wholesale brochure & price list for 2021.

We are here to support you through this challenging time and will continue to provide your business with all your dessert requirements.

We are excited to present our new variety of gelati to add to your existing list of favourites and are thrilled to reveal our new pasticceria line! To complete all your dessert stations needs, a new range of packaging solutions and consumables are now available to you.

All of us at Giovanni's Gelato look forward to our continued partnership and wish you every success over the coming year.

Grazie

Carmelo Gristina
CEO
Giovanni's Gelato Limited

great taste 2016 ★ great taste ★★ 2018 great taste 2016 ★

Giovanni's® DOWNTOWN GELATO

IL SECRETO DI UN BUON GELATO

Our Mission

Tailored service from order to delivery artisan gelato hand crafted daily.

A dedicated member of our sales team to cater to all your needs.

Create and supply speciality flavours, tailored to meet your needs.

The use of only 100% natural ingredients and 100% fresh fruits & milk.

Competitive pricing

An ever-changing menu, with seasonal and festive specials.

Consultancy on the marketing and promotion of our gelato on your menu.

Allocated time slots for delivery.

Free Deliveries (minimum orders apply)

great taste 2016 ★ great taste 2018 ★★ great taste 2016 ★

Giovanni's DOWNTOWN GELATO

What makes us Special?

We ensure our product is natural and free from artificial additives, flavourings and colourings, using only 100% fresh milk that goes into every gelato we create.

Keeping to strict guidelines of production and using state of the art equipment is our key to consistency and quality.

Giovanni's Gelato has gone from strength to strength and continues to develop distinctive flavours that excites and brings our gelato to a new level.

Our extensive range of flavours are hand crafted daily using only the finest ingredients that deliver the highest quality produce to our wholesale clients in the UK.

Our focus remains on staying true to Italian artisan traditional methods. We pride ourselves on producing the best-tasting and most authentic gelato possible.

Ever more people are following our lead and last year over 500,000 customers did so.

great taste 2016 · great taste 2018 · great taste 2016

Giovanni's DOWNTOWN GELATO

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Giovanni's DOWNTOWN GELATO

Classico

PRODUCT

AMARENA | Dark Cherry Ripple FABBRI

CAFFÈ ESPRESSO | Italian Lavazza Coffee

CARAMELLO | Caramel Duche De Leche

CIOCCOLATTE | Milk Chocolate

CIOCCOLATO DI BELGA | 100% Belgian Chocolate

CANELLA | Cinnamon

FIOR DI LATTE | Pure Milk

FRAGOLA | Strawberry

LIMONE | Lemon

MENTA AL' CIOCCOLATO | Mint & Dark Belgian Chocolate

PISTACCHIO | 100% Pure Sicilian Pistachio

STRACCIATELLA | Milk Chocolate Chip

TIRAMISÙ | Coffee, Mascarpone & Savoiardi Biscuit

VANIGLIA | Madagascar Vanilla with Pods

ZABAGLIONE | Italian Custard with Marsala Wine

Giovanni's® DOWNTOWN GELATO

Gourmet

PRODUCT

AFFOGATO | Italian Lavazza Coffee & Vanilla

BAGIGIO | Peanut Butter

BANANA | Banana

BANANA & CARAMELLO | Banana & Caramel Ripple

BANOFFEE | Banana, Toffee & crushed Biscuit

BISCOTTO | Italian Cookies & Cream

CARAMELLO SALATO | Caramel with Himalayan Salt

CIOCCOLATO BIANCO | White Chocolate

COCO | Pure Coconut

COCONUT RIPPLE | Coconut & Milk Chocolate

IRISH CREAM | Original Baileys

MALAGA | Rum & Raisin

MALTYESERS | Malt & Milk Chocolate

MILKYBAR | White Chocolate Buttons

PINEAPPLE | Pineapple

STRAWBERRY RIPPLE | Fior di latte with Strawberries

TOFFEE | Toffee & Mou

RASPBERRY RIPPLE | Fior di Latte with Raspberries

Bespoke Service

If you would like something unique, we can create any flavour you desire, tailored to meet your specific requirements please send your request to wholesale@giovannisgelato.co.uk

Giovanni's DOWNTOWN GELATO

Speciale

PRODUCT

BUBBLEGUM AZZURRO | Bubblegum Blue

BUBBLEGUM ROSA | Bubblegum Pink

CANDY LOSS | Blue Candy Floss & Sprinkles

CHEESECAKE ALL' LIMONE | Lemon Cheesecake

CHEESECAKE ALL' FRAGOLA | Strawberry Cheesecake

COOKIE DE LA CREMÈ | Oreo

CIOCCOLATTE BROWNIE | Chocolate Brownie

CIOCCOLATTE ALL' ARANCIA | Chocolate Orange

CREMINO | Hazelnut Gelato layered with Chocolate Hazelnut Cream

DA-IM | Milk Chocolate & Crunchy Almond Caramel

DONATELLA ROCHER | Ferrero Rocher

ETON MESS | Strawberry Pavlova / Eton Mess

KINDER | Kinder Surprise

NOCCIOLA PIEMONTE | 100% Hazelnut Piemonte I.G.P

ORANGE & CHOCOLATE CAKE | Jaffa Cake

PEANUT BUTTER CUP | Reese's Peanut Butter Cup

PEANUTELLA | Peanut Butter & Nutella

PISTACCHIO SPECIALE | 100% Pure Sicilian Pistachio & Chocolate Hazelnut Ripple

RAFFAEL DELIGHT | Almond, Coconut & White Chocolate Wafer Ripple

SALTED CARAMEL CHOCOLATE BROWNIE P&P | Gio's Special

SNICKER | Peanut, Chocolate Hazelnut & Mou

Please note: All prices are subject to VAT at the standard rate. Prices may vary from time to time, please ask your account manager upon ordering.

Sorbetto

100% VEGAN

PRODUCT	
ARANCIA	Orange
FRAGOLA	Strawberry
FRUTTI DI BOSCO	Fruits of Forest
KIWI & BANANA	Kiwi & Banana
LAMPONE	Raspberry
LIMONE	Lemon
MANGO	100% Kesar Mango
MELONE	Cantaloupe Melon

Yogurt

PRODUCT	
AMARENA	Dark Cherry
FRAGOLA	Strawberry
MARACUJA	Passionfruit
LAMPONE	Raspberry
NATURAL YOGURT	Plain Yogurt

FABBRI 1905

LACTOSE OR SUGAR FREE?

If you require sugar or lactose free flavour gelato we can provide you with a cost per litre. Please send your request to: wholesale@giovannisgelato.co.uk

Giovanni's DOWNTOWN GELATO

Vegan

PRODUCT	
AMARENA	Dark Cherry Ripple
BAGIGIO	Peanut Butter
BANANA	Banana
CIOCCIOLATTO	Chocolate
FRAGOLA	Strawberry
NOCCIOLA PIEMONTE	100% Hazelnut Piemonte I.G.P
PISTACCHIO	100% Pure Sicilian Pistachio
RASPBERRY RIPPLE	Raspberry Ripple
VANIGLIA	Madagascar Vanilla with Pods

100% VEGAN

EACH 5 LITRE NAPOLI PAN PROVIDES 40-50 SCOOPS*

*Using the correct size scoop portioners provided in our consumables section - please see page 14

Giovanni's Downtown Gelato

Autumn / Winter Specials

PRODUCT

AMARETTO | Original Italian Almond Liqueur

APPLE PIE | Apple Pie Gelato

BAILEYS SPECIALE | Original Baileys Irish Cream with crushed Biscuit and Chocolate Hazelnut Ripple

BAKEWELL TART | English Shortcrust Pastry with Jam & Almonds

CAFFÈ CHOCOLATE CHIP | Italian Coffee Rippled with Stracciatella

CAFFÈ COOKIE CRUNCH | Coffee & Cookies, rippled with Chocolate Hazelnut Praline Crunch

CHILLI CIOCCIOLATTE | Milk Chocolate with fresh Chillies

CIOCCOLATTE FORESTA NERA | Milk Chocolate rippled with Dark Cherry

CIOCCOLATO ROSA | White Chocolate & Ruby Pink

CHRISTMAS PUDDING | Christmas Pudding (non-alcoholic version also available)

COOKIE CRUNCH | White Chocolate & Cookies

GINGERBREAD | Ginger & Cinnamon Cake

LOTUS BISCUIT | Caramel Biscoff Cookies

MINCE PIE | Dried Fruits and Spices

PANETTONE | Classic Italian Cake

STRACCIA-BELLA | White Chocolate, Milk Chocolate & Raspberry Ripple

TOFFEE FUDGE | Toffee with Fudge pieces

AVAILABLE TO ORDER FROM ★ September - February ★ AVAILABLE TO ORDER FROM

500ml Retail Pots

PRODUCT

BUBBLEGUM AZZURRO | Bubblegum Blue

CARAMELLO SALATO | Caramel with Himalayan Salt

CIOCCOLATO DI BELGA | 100% Belgian Chocolate

DONATELLA ROCHER | Ferrero Rocher

MANGO SORBETTO | 100% Kesar Mango

MENTA AL' CIOCCOLATO | Mint & Dark Belgian Chocolate

VANIGLIA | Madagascar Vanilla with Pods

VEGAN FRAGOLA | Vegan Strawberry

AVAILABLE TO ORDER IN PACKS OF 10

Order Giovanni's Gelato in 500ml tubs, giving your business a luxurious brand and offering your customers on the go gelato in the most efficient way. Our tubs are perfect for independent supermarkets, artisan retailers and deli's. We offer a range of 8 individual flavours all packed with fresh ingredients and designed to maintain optimum flavour quality. Our retail tubs will create a buzz wherever they are stocked!

Giovanni's DOWNTOWN GELATO

Sundries

LUXURY WAFFLE CONES
x 275
Ø:50 H:180

CUPS*
Small x 250
Med x 200
Large x 180

SPOONS*
1kg
x 1000

CADBURY 99 FLAKES*
x 144

GIOVANNI'S WAFER DISCS*
x 1000

MINI MARSHMALLOWS*
x 1kg

MINI MARSHMALLOWS HALAL*
x 1kg

RAINBOW SPRINKLES
x 1kg

CHOCOLATE VERMICELLI
x 1kg

NIBBED NUTS*
3kg

MILK CHOCOLATE CURLS
x 1kg

WHITE CHOCOLATE CURLS
x 1kg

LOTUS BISCOFF TOPPING SAUCE*
x 1kg

SIMPLY LUXURY TOPPING SAUCES*
x 1kg

FLAVOURS
Bubblegum
Cherry (Amarena)
Chocolate & Hazelnut
Strawberry

Giovanni's
DOWNTOWN GELATO

Please note: All items marked (*) are subject to VAT at the standard rate. Prices may vary from time to time.

Consumables

NAPKIN DISPENSER*
x 1

DISPENSER NAPKINS*
x 6000 (1 BOX)

CONE BUCKET*
x 1

CONE HOLDER*
x 1

GELATO SUNDAE BOWLS*
X 6 (1 SET)

LONG SUNDAE DESSERT SPOONS*
x 6

ITALIAN SCOOP SPATULA*
x 1

SCOOP PORTIONER SIZE NO.1*
x 1

SCOOP PORTIONER SIZE NO.2*
x 1

SCOOP WASH CONTAINER*
x 1

5 LTR STAINLESS STEEL NAPOLI PANS*
L:360mm W:165mm D:160mm
x 1

LABEL HOLDERS*
x 1

FLAVOUR LABELS*
x 1

GLASS JAR*
1.9 LITRE
Ø:450 x H:170
x 1

FULL RANGE AVAILABLE
FLAVOUR
LABELS
FULL RANGE AVAILABLE

Giovanni's
DOWNTOWN GELATO

Please note: All items marked (*) are subject to VAT at the standard rate. Prices may vary from time to time.

Take Away Gelato

deliveroo

UBER eats

JUST EAT

Our Thermo Containers make the perfect delivery solution for your business. All containers are specially made to keep gelato frozen for up-to 1 hour. They have been tried and tested and work great with all delivery platforms.

GIO SPECIAL | 500 ML | 6 FLAVORS*

x 65 PIECES | L:200 x D:130 x H:40

STANDARD THERMO | 500 ML*

x 140 PIECES | L:149 x D:77 x H:55

PERFECT DELIVERY SOLUTION ★ ORDER — YOURS ★ DELIVERY SOLUTION

GIO SPECIAL | 1 LITRE | 12 FLAVORS*

x 32 PIECES | L:270 D:200 x H:40

STANDARD THERMO | 1 LITRE*

x 60 PIECES | L:204 D:95 x H:76

Giovanni's DOWNTOWN GELATO

Please note: All items marked (*) are subject to VAT at the standard rate. Prices may vary from time to time.

NEW POINT OF SALE ORDER TODAY NEW POINT OF SALE

Point of Sale

GELATO PAVEMENT CONE* Scoop

Medium gelato scoop cone made from resin. With marble grit base. Dimensions: H:1470 x D:610mm

CONE TABLE*

Ice Cream table made from fibreglass. With varnished metal base. Dimensions: H:730mm x D:700mm

CONE CHAIR*

Ice Cream cone chair made from fibreglass. With varnished metal base. Dimensions: H:900mm x D:350mm

GELATO PAVEMENT CONE* Artisanal

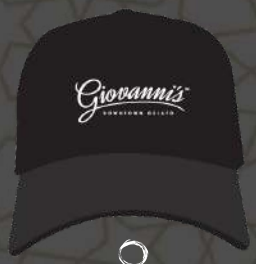
Large gelato cone made from fibreglass. With marble grit base. Dimensions: H:2160 x D: 800mm

GELATO HANGING CONE*

Large gelato scoop cone made from resin. With sturdy metal bracket. Dimensions: H:1470 x D:610mm

APRON*

x 1 (ONE SIZE)



CAP*

x 1 (ONE SIZE)

WINDOW STICKER*

x 1 (50cm CIRCLE)

PAVEMENT BOARD*

x 1
(DOUBLE SIDED)
Dimensions:
W:545mm x H:978mm x D:540mm

Giovanni's DOWNTOWN GELATO

Please note: All items marked (*) are subject to VAT at the standard rate. Prices may vary from time to time.

Gelato Refrigeration

INNOVA ICE / DEEP ICE

Plug in - 230/50hz Single phase
Dynamic cooling
Electronic controller with digital display of temperature
Automatic defrost
Large countertop shelve for displaying cones & toppings
Innovative system of withdraw able front
with electromagnetic lock
Front frame LED illumination | Retractable night blind
Temperature range **-10°C/-20°**
Available in black or white
1 year parts & labour warranty included

Dimensions INNOVA ICE 10 PAN | LxDxH 1400 x 850 x 1400
Dimensions INNOVA DEEP ICE 14 PAN | LxDxH 1400 x 1150 x 1400
Dimensions INNOVA DEEP ICE 18 PAN | LxDxH 1750 x 1150 x 1400

10 PAN CABINET
14 PAN CABINET
18 PAN CABINET

ARUBA 2

Plug in - 230/50hz Single phase
Dynamic cooling
Electronic controller with digital display of temperature
Automatic defrost
Large countertop shelve for displaying cones & toppings
Innovative system of withdraw able front
with electromagnetic lock
Front frame LED illumination | Retractable night blind
Temperature range **-10°C/-20°C**
Available in **black** or **white**
1 year parts & labour warranty included

Dimensions 7 PAN | LxDxH 1070 x 995 x 1300
Dimensions 10 PAN | LxDxH 1385 x 995 x 1300

7 PAN CABINET
10 PAN CABINET

*Castors can be fitted at additional cost

*Delivery charges apply

*Stainless Steel pans not included wih display cabinets

TEFCOLD UF50GPC

The Tefcold UF50GCPP (50 litres). This counter top freezer comes with a lock in fitted and the unit comes with a internal LED switchable light and adjustable shelves as standard. Top light canopy to illuminate branding. An excellent all round unit for storing our 500ml retail pots.
1 Year Labour & 2 years parts warramty included

Internal H380 x W450 x D420mm
External H657 x W570 x D530mm

TEFCOLD UF100GPC

The Tefcold UF100GCPP (100 litres). This counter top freezer comes with a lock in fitted and the unit comes with a internal LED switchable light and adjustable shelves as standard. Top light canopy to illuminate branding. An excellent all round unit for storing our 500ml retail pots.
1 Year Labour & 2 years parts warranty included

Internal H540 x W500 x D430mm
External H890 x W610 x D555mm

NEW REFRIGERATION ORDER TODAY NEW REFRIGERATION

Please note: All prices are subject to change, ask your account manager upon ordering.

Giovanni's DOWNTOWN GELATO

Bakery Refrigeration

INNOVA 100 / 140

Plug in - 230/50hz Single phase
Internal cooling aggregate
Dynamic cooling with automatic defrost
External glass elements made of insulating glass
With argon filling & silkscreen black print
Innovative system of with drawable front with electromagnetic lock
Bottom shelf made of stainless steel
Back sliding doors with combined glass
Kick plinth made of stainless steel
Housing with base from staff side made of black coated steel
Top internal LED illumination
Front frame LED illumination
Automatic condenser vaporisation
Electronic temperature controller with digital display
Condenser impurity or fan operation
failure alarm
Temperature range **+2°C/+15°C**
1 year parts & labour warranty included

Dimensions INNOVA 100 CABINET | LxDxH 1000 x 850 x 1100
Dimensions INNOVA 140 CABINET | LxDxH 1400 x 850 x 1100

INOVA 100 CABINET
INOVA 140 CABINET

***Castors can be fitted at additional cost**
***Delivery charges apply**

INNOVA T 140

Plug in - 230/50hz Single phase
Internal cooling aggregate
Dynamic cooling with automatic defrost
External glass elements made of insulating glass
With argon filling and silkscreen black print
External wooden elements - different colours available
Internal frame painted - different colours available
Bottom shelf made of stainless steel
Glass exposition shelves with height adjustment placed on the frame
Back hinged doors with combined glass (choice of door opening direction)
Kick plinth made of stainless steel
Housing with base from staff side made of black coated steel
Front frame LED illumination
Automatic condenser vaporisation
Electronic temperature controller with digital display
Condenser impurity or fan operation failure alarm
Temperature range +5°C/+15°C
1 year parts & labour warranty included

Dimensions | LxDxH 740 x 740 x 2000

INNOVA T 140

***Castors can be fitted at additional cost**
***Delivery charges apply**

Giovanni's DOWNTOWN GELATO

Please note: All prices are subject to change, ask your account manager upon ordering.

Pasticceria

PRODUCT

CANNOLI PICCOLI | Sicilian Cannoli with Ricotta Cioccolatto x 12 / x 24

CANNOLI PICCOLI | Sicilian Cannoli with Ricotta Pistacchio x 12 / x 24

CANNOLI PICCOLI | Sicilian Cannoli with Ricotta x 12 / x 24

CANNOLI GRANDE | Sicilian Cannoli with Ricotta Cioccolatto x 12 / x 24

CANNOLI GRANDE | Sicilian Cannoli with Ricotta Pistacchio x 12 / x 24

CANNOLI GRANDE | Sicilian Cannoli with Ricotta x 12 / x 24

Shells & Fillings

CANNOLI SHELLS PICCOLI | Small crispy cannoli shells x 150

CANNOLI SHELLS GRANDE | Large crispy cannoli shells x 100

RICOTTA FILLINGS (PIPING BAGS) | Ricotta | Ricotta Cioccolato | Ricotta Pistacchio | x 1kg

CROISSANT | Cornetto filled with Crema Nocciola x 6 / x 12 / x 24

CROISSANT | Cornetto filled with nutella x6 / x 12 / x 24

CROISSANT | Cornetto filled with Crema Pasticcera x 6 / x 12 / x 24

CROISSANT | Cornetto filled with Crema Pistacchio x 6 / x 12 / x 24

CROISSANT | Cornetto Plain x 6 / x 12 / x 24

Pasticceria

PRODUCT

BIGNÈ | Cioccolato | Crema Pasticcera | Nocciola | Pistacchio x 12 / x 24

DOUGHNUTS (SUGAR RING PLAIN) | Fully baked, ready to thaw and serve x 60 per box

CHEESECAKE | Mono-Portion 8cm Ferrero Rocher|Kinder|Lotus|Oreo|Strawberry x 12 / x 24

FRUIT TART | Mini pastry cases with Crema Pasticcera & fresh fruit x 12/ x 24

PROFITEROLES | Filled with fresh cream and Chocolate glaze x 25 / x 40

RUM BABÀ GRANDE | Large Neapolitan Babà soaked in Rum x x 12 / x 24

RUM BABÀ PICCOLO | Small Neapolitan Babà soaked in Rum x 24 / x 48

SEMI FREDDO | Mono-Portion 8cm Baileys | Nocciola | Pistacchio x 12 / x 24

A light classic Italian cake served at -12°C

Torte

TIRAMISÙ

14 PORTIONS

BLACK FOREST

18 PORTIONS

CHOCOLATE FUDGE

16 PORTIONS

RED VELVET

12 PORTIONS

SEMI FREDDO

14 PORTIONS
Baileys|Nocciola|Pistacchio

CHOCOLATE TART

12 PORTIONS

CHERRY CHEESECAKE

16 PORTIONS

VEGAN BROWNIE

15 PORTIONS

Please note: All pastry items are Zero VAT rated. Prices may vary from time to time, please ask your account manager upon ordering.

Gelato

DELIVERY CHARGES

We deliver to mainland England. Minimum orders are required for all locations and will be confirmed at the time of placing your enquiry with our sales team. A delivery charge will be applied on all orders where applicable. Special deliveries to the rest of the UK can be arranged in advance via special freezer courier and will be charged at the carrier cost, unless agreed otherwise. The goods must be thoroughly checked on arrival and a clear signature must be given to the carriers. We are not responsible for any loss, damages or deterioration occurring after delivery has been made to the point of delivery nominated by the customer. Any shortages, breakages or damages must be specified on the receiving note and countersigned by our carrier or delivery driver. Any goods that are found to be non conform to the order must be reported to the sales office within 24 hours from delivery. The natural loss of products is born by the consignee. Prices of our products may vary but will be confirmed upon ordering. All Gelato and Sorbetto are measured in volume of litres. Gelato and Sorbetto must be stored at a temperature of at least -12 degrees celsius. We reserve the right to refuse service to any customer for reasons including but not limited to circumstances of actual or implied physical or verbal abuse towards our business or our employees.

Pasticceria

DELIVERY CHARGES

We deliver up to a 35 mile radius from our production facilities in Luton (LU1). The following charges apply and will also be confirmed at the time of your enquiry with our sales team. If ordered with gelato, charges will be calculated in line with our gelato delivery terms.

5 miles: FREE
Minimum order: N/A

10 miles: £10 (free delivery after £150)
Minimum order: £10

15 miles: £20 (free delivery after £200)
Minimum order: £20

20 miles: £25 (free delivery after £250)
Minimum order: £40

25 miles: £30 (free delivery after £350)
Minimum order: £45

30 miles: £35 (free delivery after £400)
Minimum order: £50

35 miles: £45 (free delivery after £400)
Minimum order: £55

Addresses & Instructions: Under normal circumstances, we will try to ensure that your order is delivered to the address you provide. It is therefore very important that you ensure that the recipient address you provide is accurate, in particular the postcode, and that you provide additional instructions to assist our drivers to locate difficult to find addresses. It is also very important that you keep us informed if you find that the recipient's address or availability changes prior to the order being despatched. The invoice that is sent on completion of your order contains all the key information pertaining to your order. It is very important that you check this to ensure no errors have been made.

Giovanni's DOWNTOWN GELATO

TERMS AND CONDITIONS FOR THE SALE OF GOODS
(Business to Business)

1. **Application of Terms and Conditions**

1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller and

1.2 These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Seller, or any such order is made or purported to be made, by the Buyer.

2. **Interpretation**

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Buyer"	means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
"Contract"	means the contract for the purchase and sale of the Goods which shall incorporate, and be subject to, these Terms and Conditions;
"Contract Price"	means the price stated in the Contract payable for the Goods;
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;
"Goods"	means the goods (including any instalment of the goods orany parts for them) which the Seller is to supply in accordance with the Contract;
"Month"	means a calendar month; and
"Seller"	means Giovanni's Gelato Limted, a company registered in England under 08475110 of 27 St Cuthberts Street, Bedford, England, MK40 3JG and includes all employees and agents of Giovanni's Gelato Limited.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

2.2.4 a Schedule is a schedule to these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

3. **Basis of Sale**

3.1 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions, or to the Contract, shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods or has accepted an order placed by the Buyer by whichever is the earlier of:

3.3.1 the Seller's written acceptance;

3.3.2 delivery of the Goods; or

3.3.3 the Seller's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4. **Orders and Specifications**

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

4.2 The specification for the Goods shall be that set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if such variation(s) is/are accepted by the Seller). The Goods will only be supplied in the minimum units thereof stated in the Seller's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.

4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller. All Gelato, Sorbetto and Frozen Yogurt are measured in volume of litres. The product must be stored at a temperature of at least -12 degrees Celsius when serving.

4.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.

4.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

5. **Price**

5.1 The Contract Price of the Goods shall be the price listed in the Seller's price list current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

5.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 14 days only or such lesser time as the Seller may specify.

5.3 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are exclusive of the Seller's charges for packaging and transport.

5.5 The Contract Price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

6. **Payment**

6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the Contract Price of the Goods upon placing the order,

6.2 The Buyer shall pay the Contract Price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction, credit or set off) within 1 Business Days of the date of the Seller's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date.

6.3 Delivery will not take place until payment has been made. The time for the payment of the Contract Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 All payments shall be made to the Seller as indicated on the form of acceptance or invoice issued by the Seller.

6.4 The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding sub-Clause 6.2 of these Terms and Conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash.

7. **Delivery**

7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance and/or the Contract as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1, risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

7.5 We reserve the right to refuse service to any customer for reasons including but not limited to circumstances of actual or implied physical or verbal abuse towards our business or our employees.

8. **Non-Delivery**

8.1 If the Seller fails to deliver the Goods or any part thereof on the Delivery Date other than for reasons outside the Seller's reasonable control or the Buyer's or its carrier's fault:

8.1.1 if the Seller delivers the Goods at any time thereafter the Seller shall have no liability in respect of such late delivery; or

8.1.2 if the Buyer gives written notice to the Seller within 5 Business Days after the Delivery Date and the Seller fails to deliver the Goods within 5 Business Days after receiving such notice the Buyer may cancel the order and the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.

9. **Inspection/Shortage**

9.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.

9.2 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this Clause 9 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Seller within 2 Business Days of delivery detailing the alleged damage or shortage.

9.3 In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.

9.4 Subject to sub-Clauses 9.3 and 9.4, the Seller shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

10. **Risk and Retention of Title**

10.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:

10.1.1 in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or

10.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take

delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

10.3 Until payment has been made to the Seller in accordance with these Terms and Conditions and the Contract and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.

10.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller.

10.5 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.

10.6 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if:

10.6.1 the Buyer commits or permits any material breach of his obligations under these Terms and Conditions;

10.6.2 the Buyer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

10.6.3 the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

10.6.4 the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation.

11. **Assignment**

11.1 The Seller may assign the Contract or any part of it to any person, firm or company without the prior consent of the Buyer.

11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

12. **Defective Goods**

12.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within 2 Business Days of such delivery, the Seller shall at its option:

12.1.1 replace the defective Goods within 5 Business Days of receiving the Buyer's notice; or

12.1.2 refund to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective;

but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as set out above.

12.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.

12.3 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.4 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Terms and Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

12.5 The Buyer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

13. **Buyer's Default**

13.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

13.1.1 cancel the order or suspend any further deliveries to the Buyer;

13.1.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

13.1.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 7% per annum above Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

13.1.4 an administration fee of £30.00 and £25.00 per letter to recover the debt.

13.2 This condition applies if:

13.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

13.2.2 the Buyer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

13.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;

13.2.4 the Buyer ceases, or threatens to cease, to carry on business; or

13.2.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

13.3 If sub-Clause 13.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. **Limitation of Liability**

14.1 Subject to the provisions of Clauses 7, 8 and 12 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

14.1.1 any breach of these Terms and Conditions or the Contract;

14.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

14.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller:

14.3.1 for death or personal injury caused by the Seller's negligence;

14.3.2 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

14.3.3 for fraud or fraudulent misrepresentation.

14.4 Subject to sub-Clauses 14.2 and 14.3:

14.4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

14.4.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15. **Confidentiality, Publications and Endorsements**

15.1 The Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default.

15.2 The Buyer will not use, authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its licensor.

15.3 The Buyer will use its reasonable endeavours to ensure compliance with this Clause 15 by its employees, servants and agents.

15.4 The provisions of this Clause 15 shall survive the termination of the Contract.

16. **Communications**

16.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

16.2 Notices shall be deemed to have been duly given:

16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

16.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

16.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

16.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

17. **Force Majeure**

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.

18. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

19. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

20. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. **Law and Jurisdiction**

21.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

Notes

CONTACT THE TEAM

01582 240404

wholesale@giovannisgelato.co.uk

pasticceria@giovannisgelato.co.uk

www.giovannisgelato.co.uk

5 LITRE NAPOLI

GIO'S SCOOP

2.5 LTR

5 LITRE NAPOLI

Giovanni's DOWNTOWN GELATO

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