



## TERMS AND CONDITIONS OF TRADING

1. **DEFINITIONS:** In these conditions the 'Company' is Cardel Limited and the 'Buyer' is the person or organisation at whose application the Company agrees to provide the Goods under these conditions. The 'Goods' means the products (and/or services) supplied by the Company to the Buyer.

2. **QUOTATION AND ACCEPTANCE:** Unless otherwise stated in writing any quotation issued by the Company will remain valid for 30 days.

A quotation shall not constitute an offer to supply and no contract exists unless there has been an acceptance by the Company in writing of an order placed by the Buyer. All orders must be accompanied by sufficient information to proceed with the execution of the order.

Any order placed by the Buyer whether or based on a quotation issued by the Company shall be subject to acceptance by the Company. All contracts are subject to the Buyer's credit being approved and to cancellation without liability at the instance of the Company if it finds the Buyer's credit to be inadequate. The contract between the Company and the Buyer is constituted by the Company's acceptance, whether by the Company's form of acknowledgement or otherwise, of the Buyer's order and no contractual obligation binding on the Company shall arise until despatch of acceptance by the Company in writing.

3. **CONTRACTUAL TERMS:** All quotations are made, all orders received and accepted and all contracts are entered into by the Company subject to these Conditions of Sale to the exclusion of all other conditions. All previous Terms and Conditions stipulated by the Buyer are hereby excluded and negated unless expressly agreed otherwise in writing by the Company. No terms, conditions, warranties or representations not recorded herein shall be binding by the Company, except where such is necessarily imported into the contract by any Statute, Act or at Common Law and is not specifically excluded hereunder.

All export shipments will be governed by the International Chamber of Commerce Rules.

Typographical or clerical errors or omissions are subject to correction.

Illustrations, descriptions and dimensions in the Company's catalogue, price list or other documents, are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract nor shall they constitute representations or warranties, express or implied not in any case shall the Company be liable in respect thereof. The Company reserves the right to change specifications without prior notice at its discretion.

4. **IMPORT & EXPORT LICENCES:** The Buyer must obtain at its sole expense and responsibility any import or export licence or licences required for the import or export of the goods.

The Company shall not be liable for goods exported without the necessary import or export licence.

5. **PRICE:** Unless otherwise specified, all prices are quoted, orders accepted and invoices rendered Ex works UK prices.

Prices quoted do not include Value Added Tax which shall be payable in addition, if appropriate, at the ruling of the tax point.

6. **PAYMENT:** Acceptance by the Company of an order shall be conditional only and shall not be binding upon the Company unless:

The full purchase price is paid for the goods to the Company in accordance with the agreed payment terms. If the Company allows trading on an open account with stipulated payment terms, such terms are complied with by the Buyer. Unless otherwise specified in writing, payment is required within 30 days of the invoice date.

If the Buyer fails to pay any invoice when due or otherwise breach the contract, without prejudice to its other rights the Company reserves the right to suspend deliveries to the Buyer and cancel this or any other agreement with the Buyer and charge interest on any account overdue at the rate of 3% per annum above the base rate of the Company's Bankers.

7. **DELIVERY:** Time of delivery shall not be the essence of the contract. Any date of delivery specified is an estimate only. Whilst the Company will use reasonable commercial endeavours to deliver the Goods by the date specified (if any) it shall not in any way be liable for delay in delivery howsoever caused nor shall such a delay entitle the Buyer to reject the Goods or treat the contract as repudiated or render the seller liable for damages in any way.

The company reserves the right to deliver goods ordered by the Buyer within a quantity tolerance of +/- 10% and to invoice accordingly.

The Buyer must accept delivery upon the delivery date specified and if the Buyer for whatever reason fails to do so, the invoice will nevertheless become payable. In addition the Company reserves the right to make a reasonable charge for storage or other expenses incurred as a consequence of the Buyer's non-acceptance, and shall not be required to deliver the goods until such charge has been paid by the Buyer.

All delivery, packaging and duty charges are to be re-charged to the Buyer, unless expressly agreed otherwise in writing by the Company.



The address to which deliveries shall be made shall be subject to separate written agreement between the parties or in the event that no such separate agreement is made shall be the address of the Buyer's place of business as specified on his order.

If advance notice of approximate time of delivery is required by the Buyer this may be specified in writing on the Buyer's order.

8. **CANCELLATION:** After receipt of the Purchase order, unilateral cancellation of the Buyer's order will not be acceptable, but cancellation by consent may be arranged on terms which fully indemnify the Company against costs incurred and any other loss which may arise from the cancellation.
9. **TITLE:** Until payment in full has been received by the Company for all goods sold by the Company to the Buyer which under this or any other contract ownership of the Goods shall remain with the Company. The Buyer reserves the right to dispose of the Goods and the Company may enter upon the Buyer's premises at all reasonable times to recover the Goods for this purpose. Without prejudice to the foregoing, the Buyer shall be at liberty to sell the Goods in the normal course of its business.
10. **TERMINATION:** Without prejudice to its other rights the Company shall have the right forthwith to terminate the contract or part or parts thereof by notice in writing to the Buyer and to claim for any resulting losses or expenses if: The Buyer fails to make any payment when it becomes due or shall default in due performance or observance of any other obligation under the contract or any other agreement with the Company and fails to remedy the breach within a reasonable time specified by the Company in its written notice to do so or the Buyer commits any act of Bankruptcy or compounds with its creditors or a petition or receiving order in bankruptcy is presented or made against the Buyer or a resolution or petition to wind up the Buyer is passed or presented or a receiver or an administrative receiver is appointed of any of the Buyer's assets or undertaking or if the Buyer becomes unable to pay its debts or other circumstances arise which entitle the Court or a creditor to appoint a receiver or administrative receiver or to make a winding up order.
11. **FORCE MAJEUR:** Neither party will be liable to the other party for any delay or failure to perform its obligation other than a payment of money) as a result of any cause beyond its reasonable control including but not limited to any industrial dispute. If such a delay or failure continues for at least 90 days, either party will be entitled to terminate this agreement by notice in writing.
12. **CLAIMS:** No claim for 'damaged' or 'faulty' goods will be met by the Company unless a claim is received within 30 days following delivery of the goods. Any claim of 'damaged' or 'faulty' goods must be reported in writing. The Company's liability, if any, shall be limited to replacing at its discretion such goods and it shall be a condition precedent to any such liability that the Buyer shall if so requested return the goods to the Company within 30 days.
13. **CONSEQUENTIAL DAMAGES:** The rights and obligations of the contracting parties are defined in these Conditions of Sale. No further claims whatsoever, in particular regarding compensation for consequential damages, such as loss of production and profits, can be made against the Company, by the Buyer.
14. **DRAWINGS AND INTELLECTUAL PROPERTY RIGHTS:** Ownership in all drawings and all intellectual rights therein shall remain vested in the Company at all times.
15. **COMPANY'S LIABILITY:** The Company will indemnify the Buyer for direct physical injury or death caused solely either by defects in the Products or by the negligence of its employees acting within the course of their employment and scope of their authority.  

The Company will indemnify the Buyer for direct damage to property caused solely by defects in the Product or by the negligence of their employees acting within the course of their employment and the scope of their authority. The total liability of the Company under this sub-clause will be limited to £1,000,000 for any one event or series of events. Except as expressly stated within this clause and elsewhere in this Agreement, any liability of the Company for breach of this contract will not exceed in the aggregate of damages, costs, fees and expenses capable of awarded to the Buyer the total price paid or due to be paid by the buyer under this contract. Except as expressly stated in this contract, the Company disclaims all liability to the Buyer in connection with the Company's performance of this contract or the Buyer's use of the products and in no event will the Company be liable to the Buyer for special, indirect or consequential damages.

The Buyer will indemnify and defend the Company and its employees in respect of any third party claims which arise from the Company performance carried out on the instruction of the Buyer its authorised representative.
16. **WARRANTIES:** Warranties offered by the Company are specific to each individual product sold. Details are available on request.
17. **MISCELLANEOUS:** Any contract of which these conditions form part shall be governed and construed and interpreted in accordance with English Law and the English Courts shall have exclusive jurisdiction to settle any disputes which arise out of this contract.

The clause headings are for guidance only and shall not affect the interpretation of these conditions.