

BUYING FROM CANNY CAT TRADING LTD

STANDARD CONDITIONS OF SALE

1. The expression “the Vendor” means Canny Cat Trading Ltd.
2. The Vendor, except in accordance with these Conditions of Sale, will not accept orders and no deviation or amendment will be accepted to these Conditions without the written consent of the Vendor.
3. All goods shall be at the buyer’s risk from collection / delivery.
4. If delivery arrangements are made by the Vendor, claims in respect of goods damaged in transit must be notified in writing to the Vendor within 2 business days of delivery. Similar notification must be made in respect of overages shortages and pilferage.
5. Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the Vendor until the Vendor has received payment of the full price of (a) all goods and/or services the subject of the Contract and (b) all other goods and/or services supplied by the Vendor to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Vendor and the buyer.
6. No goods are sold on a sale or return basis and no orders may be the subject of cancellation without consent in writing by an authorised officer of the Vendor. The buyer will indemnify the Vendor against all losses costs damages and expenses incurred by the Vendor as a result of such cancellation.
7. Returned goods will not be accepted unless authorised in writing by the Vendor.
8. The Vendor is deemed to have completed performance once goods are collected by the customer’s carriers.
9. If delivery arrangements are made by the Vendor, the delivery of goods to the buyer’s premises or otherwise in accordance with order constitutes performance of the order by the Vendor.
10. All delivery dates are approximate and the Vendor will not be liable for any delay in deliveries however caused.
11. The Vendor gives no guarantee or warranty of any kind whether expressed or implied except that the goods sold shall be of merchantable quality.
12. Under no circumstances will the Vendor be responsible for any loss of profit or any other indirect consequential or contingent loss or damage suffered by the buyer relating to or arising from the performance of an order by the Vendor.
13. No purported variation of these Conditions and no representations made as to time of delivery or as to any other matter or thing affecting any contract between the Vendor and its customers shall be valid as against the Vendor or subject it to any liability of any kind unless made in writing and signed by an authorised officer of the Vendor.
14. The giving or signing of any order to the Vendor constitutes acceptance by the buyer of these Standard Conditions of Sale.
15. Governing law - This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
16. Jurisdiction - Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

CONDITIONS SPECIFIC TO EXPORT ORDERS ONLY

1. It is the responsibility of the buyer to ensure that the Vendor’s goods are marketable in the country of distribution.
2. The Vendor reserves the right to invoice and receive payment in the currency of the buyer.