

SELLING TO CANNY CAT TRADING LTD

STANDARD CONDITIONS OF PURCHASE

1. The abbreviation "CCT" means Canny Cat Trading Ltd.
2. Any order agreed in writing by CCT and confirmed by the selling party ("the Seller") shall constitute a binding Contract.
3. In respect of any delivery dates agreed, time shall be of the essence.
4. Unless agreed otherwise, title of the goods shall pass to CCT upon the later of, but no later than, the entering into the Contract or delivery of goods in a condition and to a location acceptable to CCT and no purported retention of title by the Seller shall have effect.
5. If at any time it becomes apparent that the goods supplied or to be supplied by the Seller are defective, inconsistent in quality or differ from the description or sample provided to CCT by the Seller, then CCT shall have the right but not the obligation to reject the goods supplied, and cancel the Contract, in respect of all or any of the goods supplied or to be supplied under it whereupon:
 - a. If any payment has been made towards the goods rejected or the goods in respect of which the order is cancelled, then the Seller shall promptly repay such sums to CCT and
 - b. The Seller shall arrange at its own expense for the goods to be collected, and in default thereof CCT shall be entitled to dispose of them as it sees fit and be refunded for the costs of storage, carriage and disposal.
6. CCT shall be able to cancel this contract at their discretion prior to delivery and without any liability in regards thereto to the Seller if, in the discretion of CCT, the commercial viability of the Contract for CCT has changed since the date of the Contract.
7. If the Seller has any Terms and Conditions of Sale which apply or purport to apply to the Contract which Terms and Conditions of Sale shall be inconsistent with the Terms and Conditions set out herein, then the Terms and Conditions set out herein shall apply.
8. The Contract constitutes the whole agreement between the parties and it is hereby declared that no variation(s) hereof shall be effective unless made in writing and agreed by both parties.
9. The Seller warrants to CCT that the goods supplied are of good quality, free from defects in design, material and workmanship and shall comply with all European safety standards and all other statutory requirements and regulations relating to the sale of the goods and that the goods can be sold free of restriction in any jurisdiction. The Seller hereby agrees to indemnify CCT in full against all liability, loss, damage, costs and expenses of whatever nature awarded against or incurred or paid by CCT as a result of or in connection with a breach of this warranty or otherwise.
10. Any purported exclusion or limitation by the Seller of its liability under the Contract or otherwise related to the supply of goods referred to in the Contract shall be effective only so far as it is reasonable, bearing in mind the relative knowledge of the parties hereto of the goods concerned.
11. Save as set out in clauses 5 and 6, neither party shall be able to cancel the Contract.
12. The Contract 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.
13. 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 the Contract or its subject matter or formation (including non-contractual disputes or claims).