

CANNY CAT TRADING LTD

STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale apply to all contracts for the sale of goods by Canny Cat Trading Ltd unless otherwise agreed in writing by an authorised representative of Canny Cat Trading Ltd.

1. Definitions

In these Terms:

- **"Vendor"** means Canny Cat Trading Ltd.
 - **"Buyer"** means the person, company or other entity purchasing the goods.
 - **"Contract"** means any agreement for the sale of goods formed in accordance with these Terms.
-

2. Formation of Contract

All sales are subject to these Standard Terms and Conditions of Sale.

No variation of these Terms shall be effective unless agreed in writing by an authorised representative of the Vendor.

The placing of an order by the Buyer, or acceptance of delivery or collection of the goods, constitutes acceptance of these Terms.

3. Payment

Unless otherwise agreed in writing, payment shall be made in cleared funds in accordance with the payment terms stated on the Vendor's invoice.

Time for payment shall be of the essence.

The Vendor reserves the right to charge interest on overdue sums at the rate of four per cent (4%) per annum above the Bank of England base rate, calculated on a daily basis from the due date until payment is received in full.

If the Buyer fails to make payment when due, the Vendor may suspend any outstanding deliveries and/or decline to accept further orders until all overdue amounts have been paid in full.

4. Risk and Delivery

Risk in the goods shall pass to the Buyer:

- a. upon collection by the Buyer or its appointed carrier; or
- b. where delivery is arranged by the Vendor, upon delivery to the agreed delivery address.

Any delivery dates provided by the Vendor are estimates only. Time for delivery shall not be of the essence and the Vendor shall not be liable for any delay in delivery, however caused.

The Buyer shall notify the Vendor promptly if it becomes aware of any issue affecting delivery or receipt of the goods.

5. Retention of Title

Legal and beneficial ownership of the goods shall remain with the Vendor until the Vendor has received payment in full (in cleared funds) for:

- a. the goods supplied under the Contract; and
- b. all other sums owed by the Buyer to the Vendor under any contract whatsoever.

Until title passes, the Buyer shall not create or permit any charge, lien or other security interest over the goods.

If payment becomes overdue, the Vendor may require the Buyer to make any unpaid goods remaining in its possession or control available for collection. The Buyer shall co-operate with any reasonable request by the Vendor to identify such goods and facilitate their recovery, to the extent permitted by law.

6. Inspection and Notification

The Buyer shall inspect the goods as soon as reasonably practicable following collection or delivery.

Unless otherwise agreed in writing by the Vendor, any claim relating to shortages, overages, damage or incorrect goods must be notified to the Vendor in writing within four (4) business days of collection by the Buyer or, where delivery is arranged by the Vendor, within two (2) business days of delivery.

Failure to notify the Vendor within that period shall constitute acceptance of the goods in respect of any defect or discrepancy that would reasonably have been apparent upon inspection.

Nothing in this clause affects the Buyer's rights in relation to latent defects that could not reasonably have been identified on inspection, subject to Clause 9.

7. Description of Goods

Unless expressly agreed otherwise in writing, the goods are sold in the condition described by the Vendor at the time of sale.

Where the Vendor has disclosed any characteristics of the goods before the Contract is formed, including (without limitation):

- damaged or imperfect packaging;
- shelf wear;
- missing or incorrect barcodes;
- retailer labels or price markings;
- short shelf life;
- missing accessories or components; or
- any other disclosed defect or characteristic,

such matters shall form part of the description of the goods and shall not constitute a breach of Contract or grounds for rejection.

The Buyer acknowledges that it has relied upon the description of the goods provided by the Vendor and has satisfied itself that the goods are suitable for its intended purpose.

8. Cancellation and Returns

No goods are supplied on a sale or return basis.

Orders may not be cancelled without the prior written agreement of the Vendor.

Where cancellation is agreed, the Buyer shall indemnify the Vendor against all reasonable losses, costs and expenses incurred by the Vendor as a result of the cancellation.

No goods may be returned without the Vendor's prior written authorisation.

9. Warranties and Limitation of Liability

Except as expressly set out in these Terms, and to the fullest extent permitted by law, all warranties, representations and conditions are excluded.

Nothing in these Terms excludes or limits liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any liability which cannot lawfully be excluded or limited.

Subject to the above:

- a. the Vendor shall not be liable for any indirect, consequential, special or economic loss, including loss of profit, loss of business, loss of goodwill or loss of opportunity; and
 - b. the Vendor's total liability arising from any Contract shall not exceed the amount paid by the Buyer for the goods giving rise to the claim.
-

10. Force Majeure

The Vendor shall not be liable for any failure or delay in performing the Contract where such failure or delay results from circumstances beyond its reasonable control, including (without limitation) fire, flood, industrial action, transport disruption, acts of government, war, terrorism, pandemic, epidemic or supplier failure.

11. Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter.

No amendment or variation shall be effective unless made in writing and signed by both parties.

12. No Waiver

No failure or delay by the Vendor in exercising any right or remedy under the Contract shall constitute a waiver of that or any other right or remedy.

13. Severability

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

14. Governing Law

The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

15. Jurisdiction

The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

CONDITIONS APPLICABLE TO EXPORT ORDERS

1. Compliance with Local Requirements

The Buyer is solely responsible for ensuring that the goods may lawfully be imported, marketed, sold and distributed in the destination country and that they comply with all applicable local laws, regulations, labelling requirements and product standards.

2. Import Formalities

The Buyer shall obtain all licences, permits, approvals and customs clearances required for importation and shall be responsible for all customs duties, taxes, import charges and associated costs unless otherwise agreed in writing.

3. Currency

The Vendor reserves the right to invoice and receive payment in the currency agreed with the Buyer.

4. Resale

Unless expressly agreed otherwise in writing, the Vendor accepts no responsibility for the Buyer's resale of the goods outside the United Kingdom or for compliance with the laws of any overseas jurisdiction.

© Canny Cat Trading Ltd. All rights reserved.