CANNY CAT TRADING LTD

STANDARD TERMS AND CONDITIONS OF PURCHASE

These Standard Terms and Conditions of Purchase apply to all contracts for the purchase 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:

- **"CCT"** means Canny Cat Trading Ltd.
- **"Seller"** means the person, company or other entity supplying the goods.
- **"Contract"** means any agreement for the purchase of goods formed in accordance with these Terms.

---

2. Formation of Contract

Any order agreed in writing by CCT and accepted or confirmed by the Seller shall constitute a binding Contract incorporating these Standard Terms and Conditions of Purchase.

---

3. Delivery

Where a delivery date has been agreed, time shall be of the essence.

The Seller shall notify CCT immediately if it becomes aware of any circumstance likely to delay delivery or otherwise affect its ability to fulfil the Contract.

---

4. Title to Goods

Unless otherwise agreed in writing, title to the goods shall pass to CCT upon collection / delivery of the goods in a condition and to a location acceptable to CCT, or upon formation of the Contract if later.

Any retention of title clause or similar reservation of ownership by the Seller shall be of no effect.

---

5. Inspection, Evidence and Non-Conforming Goods

At any time before or after delivery, CCT may require the Seller to provide such information and supporting evidence as CCT reasonably requests in relation to the goods or the performance of the Contract, including (without limitation) photographs, videos, inspection reports, inventory records or other documentation.

This includes, but is not limited to, evidence relating to:

a. the condition, quantity, quality or conformity of the goods;

b. any damage, deterioration or contamination;

c. shortages, overages or substitutions;

d. the availability or location of the goods; and

e. any circumstance which may prevent or delay the Seller from fulfilling the Contract.

Where the Seller alleges that goods have been damaged, lost, destroyed or otherwise become unavailable, the Seller shall provide reasonable supporting evidence upon request.

The Seller shall preserve all documents, photographs and other evidence relating to any alleged damage, loss, shortage or other circumstance affecting the goods until any dispute relating to the Contract has been resolved.

If any goods are found to be defective, inconsistent in quality, materially different from the description or sample provided, or otherwise not in accordance with the Contract, CCT may reject all or part of the goods and/or cancel the Contract in whole or in part.

In such circumstances:

a. the Seller shall promptly refund any sums already paid by CCT in respect of the rejected goods; and

b. the Seller shall, at its own expense, collect the rejected goods within a reasonable period. If the Seller fails to do so, CCT may store, dispose of or otherwise deal with the goods as it sees fit, and the Seller shall reimburse CCT for all reasonable storage, transport and disposal costs.

---

6. Receipt, Stock Count and Invoicing

Unless otherwise agreed in writing, the Seller shall issue its invoice only after CCT has confirmed that the goods have been received and counted into stock.

CCT will normally complete its stock count within two (2) working days of arrival at the delivery address. This period may be extended where reasonably necessary due to exceptional volumes, operational requirements or where further inspection of the goods is required.

---

7. Stock Reconciliation

Unless otherwise agreed in writing, payment shall be based upon the quantities of goods received and accepted by CCT following its stock count.

CCT shall notify the Seller as soon as reasonably practicable of any shortages, overages or other discrepancies identified during the stock count.

Where a discrepancy is confirmed, the invoice and Contract price shall be adjusted accordingly.

---

8. Inspection Not Acceptance

Any inspection, stock count, payment or acceptance of an invoice by CCT shall not constitute acceptance of the goods for the purposes of identifying latent defects, quality issues or other non-conformities that could not reasonably have been identified upon receipt.

CCT reserves the right to reject such goods and exercise any rights available under these Terms where such defects or non-conformities are subsequently discovered.

---

9. Cancellation Prior to Delivery

CCT may cancel the Contract at any time prior to delivery, without liability to the Seller, where CCT reasonably considers that the commercial viability of the Contract has materially changed since the Contract was entered into.

---

10. Seller's Terms and Conditions

These Standard Terms and Conditions of Purchase shall apply to the exclusion of any terms and conditions of the Seller unless expressly agreed otherwise by CCT in writing.

---

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. Disclosure of Known Issues

Before the Contract is entered into, the Seller shall disclose to CCT all material information known to the Seller which could reasonably affect the value, quality, condition, legality, safety or resale of the goods.

Without limitation, this includes any known:

a. defects or quality issues;

b. damage to the goods or packaging;

c. missing components, accessories or documentation;

d. missing, incorrect or non-compliant barcodes or labelling;

e. short shelf life, expired products or date-sensitive stock;

f. product recalls, safety notices or regulatory restrictions;

g. restrictions affecting resale in any market;

h. insurance claims relating to the goods; or

i. any other circumstance which a reasonable buyer would expect to be disclosed before purchasing the goods.

Failure to disclose any such matter shall constitute a material breach of the Contract and shall entitle CCT to exercise its rights under these Terms.

---

13. Seller's Warranties and Indemnity

Except where expressly disclosed to and accepted by CCT in writing before the Contract is formed, the Seller warrants that:

a. the goods correspond with the description and any sample provided;

b. the goods are of satisfactory quality and free from undisclosed defects in design, materials and workmanship;

c. the goods comply with all applicable legislation, regulations and recognised industry safety standards;

d. the Seller has good title to the goods and the unrestricted right to sell them;

e. the sale and supply of the goods do not infringe the intellectual property or other rights of any third party; and

f. all information provided by the Seller in relation to the goods is complete and accurate to the best of the Seller's knowledge.

The Seller shall indemnify CCT against all losses, liabilities, damages, costs and expenses (including reasonable legal costs) arising out of or in connection with any breach of the Contract, these warranties or any negligent or wrongful act or omission of the Seller.

---

14. Limitation of Liability

Any exclusion or limitation of the Seller's liability in connection with the Contract shall be effective only to the extent permitted by applicable law and where reasonable in all the circumstances.

---

15. Termination

Except as expressly provided in Clauses 5 and 9, neither party may terminate or cancel the Contract without the written agreement of the other party.

---

16. 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.

---

17. Jurisdiction

The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of or in connection with the Contract.

© Canny Cat Trading Ltd. All rights reserved.