

**CALLEVA LIMITED**  
**TERMS AND CONDITIONS OF SALE**

**1. INTERPRETATION**  
**1.1 IN THESE CONDITIONS:**

- "Buyer" means the person who accepts the quotation of the seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.  
"Goods" means the goods (including any instalment of goods or any part for them) which the Seller shall supply in accordance with these Conditions.  
"Seller" means Calleva Limited  
"Contract" means the contract for the purchase and sale of the Goods incorporating these Conditions  
"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.  
1.3 The heading in these Conditions are for convenience only and shall not affect their interpretation.

**2. BASIS OF THE SALE**

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller or acknowledge of order which is accepted by the Buyer subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.  
2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyers purchase order, confirmation of order, specification or other order will form part of the Contract.  
2.3 These conditions apply to all sales by the Seller and no variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.  
2.4 Each order for Goods by the Buyer shall be subject to availability of stock and confirmation of price by the Seller and shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions. No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Company delivers the Goods to the Buyer.  
2.5 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.  
2.6 Any advice or recommendation given by the Seller or its employees or agents to the buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller or stated here in the followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any advice or recommendation which is not so confirmed.  
2.7 Any typographical, clerical or other error or omission in any sale literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on part of the Seller.

**3. ORDERS AND SPECIFICATIONS**

- 3.1 If the goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damage, cost and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specifications.  
3.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

**4. PRICE OF THE GOODS**

- 4.1 The price of Goods shall be the Seller's quoted price  
4.2 Except as otherwise stated under the terms of any quotation, and unless otherwise in writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis and where the Seller agree to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.  
4.3 Unless otherwise specifically stated, all prices quoted are exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay the Seller.  
4.4 Where applicable the cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

**5. TERMS OF PAYMENT**

- 5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Buyer shall pay for the price of the Goods in cash at the time of sale  
5.1.1 In the event a Buyer opens a trade credit account with the Seller the following conditions apply:  
5.1.2 a trade account will only be opened after satisfactory references have been taken up by the Seller;  
5.1.3 acceptance of orders by the Buyer is subject to credit approval by the Seller;  
5.1.4 trade accounts must be paid in full (unless otherwise agreed in Writing by the Seller) within 30 days of the date of the invoice or if such day is non business day, the immediately proceeding business day;  
5.1.5 the seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. ;  
5.1.6 at any time before the delivery of Goods the Seller reserves the right to notify the Buyer that outstanding payment is required prior to delivery and the Seller shall be entitled to withhold delivery until payment is made;  
5.1.7 if the Buyer does or suffers to be done anything which might prejudice his ability to pay the full price for Goods the Seller, in addition to all other rights it may have, reserves the right to treat the contract for Goods unpaid as repudiated by the Buyer.

**6. SALE/DELIVERY/RETURN OF GOODS**

- 6.1 Delivery of the Goods shall be made by the Seller in accordance with the Seller's written quotation.  
6.2 Subject to clause 8.3 and 8.4, Goods may only be returned by the Buyer at the discretion of the Seller's Managing Director if adequate proof and date of purchase is given and the Goods are in the original wrapped packaging (where applicable) and undamaged. The Seller reserves the right in the event that the Goods are accepted back by the Seller to charge a reasonable amount in respect of a restocking and administration charge.

**7. RISK AND PROPERTY**

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time that the Buyer takes delivery of the Goods.  
7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.  
7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and the third parties and properly stored protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.  
7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.  
7.5 The Buyer shall not be entitled to pledge or in any way change by way of security for any indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy to the Seller) forthwith becomes due and payable.

**8. WARRANTIES**

- 8.1 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, condition or other term implied by statute to common law are excluded to the fullest extent permitted by law.  
8.2 Where the Goods are sold to the Buyer under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976);  
8.2.1 the Buyer's statutory rights are not affected by the Conditions; and  
8.2.2 any provision of these Conditions which would be void as against a person dealing as a consumer shall not apply to the extent that it would be so void.  
8.3 Any claim by the Buyer which is based on any defect in the quality or conditions of the Goods or their failure to correspond with specification shall be notified to the Seller within 7 days from the date of sale or (whether the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and Seller have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.  
8.4 Where any valid claim in respect of the Goods which is based on any defect in the quality or conditions of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (of the part in question) free of charge or at the Sellers sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.  
8.5 Except in the respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by the reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), cost, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

**9. TITLE RETENTION CLAUSE**

- 9.1 The title in the Goods in the possession of the Buyer shall not pass to the Buyer until the Buyer has paid to Calleva Limited the whole of all outstanding monies owed in respect of the Goods and all other sums which are or which become due to the Seller from the Buyer on any account.  
9.2 If, notwithstanding that the property in the goods has not passed to the Buyer, the Buyer shall sell the goods in such manner as to pass to a third party a valid title to the goods, the Buyer shall hold the proceeds of such sale on trust for Calleva Limited. Nothing herein shall constitute the Buyer the agent of Calleva Limited for the purpose of any such sub-sale.  
9.3 The Buyer irrevocably authorises Calleva Limited. its servants, agents or otherwise, prior to the payment of a whole price of the goods, to enter the premises where the said goods are and remove them in the event of:  
9.3.1 Any distress or execution being levied upon any of the assets of the Buyer and/or  
9.3.2 The commencement of legal proceedings against the Buyer for the purposes of insolvency/bankruptcy and/or  
9.3.3 A receiver being appointed over the whole or any part of the undertaking and/or  
9.3.4 The calling of any creditors meeting of the Buyer. The Buyer shall keep the said goods separate and identifiable for this purpose.  
9.4 Notwithstanding that property in the goods shall not pass to the Buyer, save as provided above, the goods shall be at the risk of the Buyer from the time of collection by or delivering to him of the goods.  
9.5 Notwithstanding the preceding provisions of this clause, Calleva Limited may at its option and at any time by notice in writing to the Buyer transfer the property to him.

**10. APPLICABLE LAW**

The Contract shall in all respects be governed by the construed in accordance with English law and the Buyer hereby submits to the non-exclusive jurisdiction of the English Courts.