

## CAVENDISH HARDWARE LTD - TERMS & CONDITIONS

### General

These terms shall prevail over any other terms or conditions including (but without prejudice to the generality of the foregoing) any Customer's terms and conditions and shall be deemed incorporated in any dealing by Cavendish Hardware with its customers.

### Acceptance of order and expiry date

Orders are accepted only upon and subject to the Seller's Conditions as printed herein. Unless previously withdrawn, the Seller's quotation expires twenty-one days after the date thereof.

Minimum invoice value for goods is £15.00, unless otherwise agreed at the time of order.

Prices may be subject to alteration without prior notice.

Goods returned, when supplied as ordered, will be subject to a minimum charge of 15% of their value as a restocking fee, dependant upon their condition on receipt at Cavendish Hardware.

### Delivery

No guarantees of any kind is given as to the times and dates of delivery. No claim in respect of any failure or lateness in delivery will be entertained or payable by Cavendish Hardware Ltd. Unless otherwise stated Cavendish Hardware will deliver and all charges will be invoiced to Customer.

### Shortage / Damage / Loss in transit

No claim for non-delivery of part of a consignment or for damage in transit, corrosion, shortage of delivery, deviation, delay or detention will be entertained unless a separate notice in writing is given to the carrier concerned and to Cavendish Hardware Ltd within three days and a complete claim in writing is made to Cavendish Hardware Ltd within five days of receipt of the goods. In the case of non delivery of a whole consignment, notice in writing must be given to the carrier concerned and to Cavendish Hardware Ltd within ten days and a complete claim in writing made within a further ten days of the date of despatch. Where goods are accepted without being checked, Cavendish Hardware Ltd will not accept any liability for damaged/missing goods. The goods in respect of which any such claim is made shall be preserved intact for a period of fourteen days from notification of the claim, within which time, Cavendish Hardware Ltd and the carrier shall have the right to attend the Customer's works to investigate the complaint. Any breach of this condition shall disentitle the Customer to any allowances in respect of the claim. In any event Cavendish Hardware Ltd shall not be liable in any way for loss or damage arising directly or indirectly through, or in consequence of, 'Force Majeure', Acts of God, War, Industrial Action, Riots, Fire, Flood, Accidents or any other incident over which Cavendish Hardware Ltd has no control.

### Risk & Title

All goods supplied to the Customer by Cavendish Hardware Ltd on the following terms: The goods shall remain the sole and absolute property of Cavendish Hardware as legal and equitable owner until such time as all sums due to Cavendish Hardware Ltd from the Customer, whether in respect of the goods or other goods or services, have been paid in full.

Until such payment - the Customer shall be in possession of the goods solely as bailee for Cavendish Hardware Ltd and shall store the goods separately in such a way as to enable them to be identified as the property of Cavendish Hardware Ltd.

Cavendish Hardware Ltd reserves the right, at any time, of repossession of the goods to which it has retained the title and thereafter to resell the same and, for this purpose the Customer hereby grants an irrevocable right and licence to Cavendish Hardware and agents to enter, at any time upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice any accrued rights of Cavendish Hardware hereunder or otherwise.

Whilst the goods remain the property of Cavendish Hardware Ltd, the Customer shall insure the goods against all usual risks for an amount equal to or greater than the purchase price and hold the proceeds of such insurance on trust for Cavendish Hardware Ltd.

### Payment

All Cavendish Hardware Ltd accounts shall be paid in full without any deduction whatsoever by the 28th day of the month following the date on the invoice. All monies received by Cavendish Hardware Ltd shall be applied to accounts outstanding in Cavendish Hardware's books in order of age (starting with the oldest).

Should the Customer default in providing payment of any sum due under any contract as and when it becomes due or should the Customer be in breach in any respect of the contract entered into, Cavendish Hardware Ltd shall have the right, with or without notice, to suspend all further deliveries until the default be made good, without prejudice to any claim or right Cavendish Hardware Ltd might otherwise make or exercise.

If accounts are closed due to non payment, then all outstanding amounts may be passed to an outside agency for collection.

The total of invoices outstanding must not exceed the credit limit allowed, at any time.

### Customer's Bankruptcy

If the Customer shall default or commit any breach of any of its obligations to Cavendish Hardware Ltd, if any distress or execution shall be levied upon the Customer, or if the

Customer shall offer to make any arrangement with creditors or commit any act of bankruptcy or if any petition in bankruptcy shall be presented against him, or if the Customer is a limited company any resolution or winding up petition (other than for the purposes of any amalgamation or reconstruction which becomes effective) shall be passed or presented, Cavendish Hardware Ltd shall have the right forthwith to determine by any written notice posted to the Customer, any contract then subsisting, without prejudice to any claim or right Cavendish Hardware Ltd might otherwise make or exercise.

### Liability / Third Party Claims

Cavendish Hardware Ltd shall not be liable in contract, tort or otherwise, for any misrepresentations, advice or assistance given (under this contract or otherwise, and whether before or after the date of the contract) by or on behalf of Cavendish Hardware Ltd in connection with the goods or the contract.

The Customer shall indemnify Cavendish Hardware Ltd against any liability incurred by Cavendish Hardware in relation to any third party claims arising from the use made of, or dealings by the Customer, in the goods (irrespective of whether they involve the negligence of Cavendish Hardware Ltd, its agents or employees).

In no circumstances whatever shall Cavendish Hardware Ltd be liable (in contract, tort or otherwise, and irrespective of any negligence or other act, default or omission of Cavendish Hardware Ltd or its employees or agents) for any indirect consequential losses (including loss of goodwill, business or anticipated savings) loss of profits or use, or any third party claims, in connection with the goods or the contract.

Save as expressly provided herein, Cavendish Hardware Ltd will have no further or other liability in respect of any direct or consequential loss or damage sustained by the Customer arising from or in connection with any defect, failure or error in the goods and all other warranties, obligations, representations, liabilities, terms or conditions (whether expressed or implied) in connection with the goods (including, without limitation, any relating to satisfactory quality fitness for purpose- conformity with description or sample, care and skill or compliance with representations, but excluding implied statutory warranties relating to title) are hereby expressly excluded.

Nothing in these terms shall exclude or restrict any liability that Cavendish Hardware Ltd may have by virtue of the Credit Consumer Protection Act 1987.

English Law governs these terms and conditions, including their construction, validity and performance. Any dispute or difference which may arise shall be referred to the arbitration of a person to be appointed, failing agreement by the parties, by the President, for the time being, of the Law Society of England and the decision of any such arbitrator shall be binding on both parties.