



Cleftbridge Limited

Unit 8a, Lower Road Trading Estate, Ledbury HR8 2DJ, UK
Tel.: +44(0)1531.633771

TERMS AND CONDITIONS OF BUSINESS

Definitions

"the Company" means Cleftbridge Ltd (Company No. 1827672) whose principal office is at Unit 8a Lower Road Trading Estate, Ledbury, HR8 2DJ; and

"Conditions" means the terms and conditions of business set out in this document;

"Customer" means a customer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1999;

"the Contract" means any contract for the supply of Goods and/or Services incorporating these Conditions;

"the Goods" means the goods or where the context permits the services which You agree to buy from the Company;

"the Price" means the price for the Goods excluding carriage, packing, insurance and VAT;

"You" means the customer who buys or agrees to buy the Goods from the Company.

2, Conditions Applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods or the supply of Services by the Company to You to the exclusion of all other terms and conditions including any terms or conditions which You may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by You to purchase Goods or Services pursuant to these Conditions. Quotations are invitations to treat only and shall lapse 30 days from the date of quotation.
- 2.3 Acceptance of delivery of the Goods or instructions for the supply of the Services shall be deemed conclusive evidence that You accept these Conditions.
- 2.4 Any variation to these Conditions shall be inapplicable unless agreed in writing by a Director of the Company.
- 2.5 You shall be responsible for ensuring the accuracy of any order placed with the Company, including any specifications relating to it. You will provide the Company with any further information concerning the Goods or Services which may be required to fulfil the order within such reasonable time as permits the Contract to be fulfilled.
- 2.6 The Company shall not be liable in respect of any misrepresentation made by it, our employees or agents to You, your employees or agents as to the condition of the Goods or Services their fitness for any purpose or as to quantity or measurements unless the representation is;
 - 2.6.1 made or confirmed in writing by the Company; and/or
 - 2.6.2 fraudulent
- 2.7 Without prejudice to 2.7 of these Conditions, while the Company take every precaution in the preparation of its catalogues, technical circulars and other literature these documents are for your general guidance only and statements made therein (in the absence of fraud on our part) shall not constitute representations by the Company and the Company shall not be bound by them. If You require advice in relation to Goods or Services a specific request for advice should be made and any advice made or confirmed in writing in response to such a request shall amount to a representation and the Company shall be liable accordingly.

3. The Price and Payment

- 3.1 The Company bases its quotations and the Price on costs prevailing at the time when they are given or agreed. The Company shall be entitled at the time of delivery to increase the Price of the Goods or Services to reflect any increase in the cost to the Company which is due to factors occurring after the making of the Contract of sale which are beyond its reasonable control (including, without limitation, taxes and duties and the cost of labour, materials and other manufacturing costs).
- 3.2 Payment of the Price and VAT shall be due within 30 days net monthly unless other credit terms have been agreed. In the event that the Contract requires payment to be made to the Company before delivery of the Goods or the supply of Services this will be communicated to You before the Company accept your order.

You must accept such provision before your order will be processed and payment in cleared funds will then be due before delivery. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate permitted by the Late Payment of Commercial Debts (Interest) Act 1998 and shall accrue at such a rate after as well as before any judgment.
- 3.4 The Company reserves the right to make an additional charge for delivery of the Goods.
- 3.5 If You fail to make any payment on the due date then without prejudice to any of our other rights the Company may;
 - 3.5.1 suspend or cancel deliveries of any Goods or the supply of Services due to You and/or
 - 3.5.2 appropriate any payment by You to such of the Goods (or Goods supplied under any other Contract with You) as the Company may in our sole discretion think fit.

Cleftbridge Limited

Registered in England No. 1827672

Registered Office: Keepers Cottage, Catmere End, Nr Saffron Walden, Essex CB11 4XG



Cleftbridge Limited

Unit 8a, Lower Road Trading Estate, Ledbury HR8 2DJ, UK

Tel.: +44(0)1531.633771

3.6 You may not withhold payment of any invoice or other amount due to the Company by reason of any right of set off or counter claim which You may have or allege to have for any reason whatever.

(Cleftbridge Terms & Conditions: page 1/3. v.2017)

TERMS AND CONDITIONS OF BUSINESS

3.7 The Company shall be entitled at all times to set off any debt or claim of whatever nature which it may have against You against any sums due from it to You.

4. Delivery

4.1 Delivery shall be effected when the Goods are tendered for delivery by the Company or by our supplier to an address specified by You in the Contract or the Services are performed by or on behalf of the Company.

4.2 Delivery dates are given in good faith but are approximate only.

4.3 Time for delivery shall not be of the essence of the Contract.

4.4 The Company shall not be liable for any loss or damage whatever (whether direct or consequential) due to failure by the Company to deliver the Goods (or any of them) promptly or at all whether such failure is caused by our negligence or otherwise howsoever.

4.5 The Company reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Its failure to deliver any one or more instalments or any claim by You in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as being repudiated.

4.6 Where the Company intend to deliver the Goods by full load, but You request delivery by instalments, the Company reserve the right to levy additional charges in respect of such additional deliveries.

4.7 You shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery and allow the Services to be carried out. In the event that its delivery vehicle has attended on the agreed delivery date and has been kept waiting for an unreasonable time and has been obliged to return without unloading the Goods or has been obliged to provide additional staff to unload the Goods or you have failed to accept delivery of the Goods for any reason whatsoever an additional charge will be made.]

4.8 The Company shall deliver the Goods as near as possible to the address specified in the Contract as a safe hard road permits. If a vehicle used to perform our Contract with You is obliged to deliver or collect a load to or from any place not situate on a public highway, You agree to be solely responsible for any accident or damage and to indemnify us fully in respect of all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Company on the advice of our legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of such accident or damage.]

4.9 If the Goods are to be delivered to premises which are neither owned nor controlled by You, You agree to be responsible for ensuring that all applicable regulations are complied with and that such steps are taken as is necessary at all times for the protection of persons or property and You agree to indemnify the Company fully in respect of all actions, claims, proceedings, costs and damages (including damages or compensation paid by the Company on the advice of our legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of your failure to ensure such compliance and adequate protection.]

5. Inspection

5.1 You shall inspect the Goods at the time and place of unloading and ascertain that they are in accordance with the Contract.

5.2 You must give the Company notice within 3 working days of short delivery, otherwise the Goods will be deemed to have been delivered in the quantity shown in the delivery documents and You will be deemed to have accepted the Goods. The Company's liability for short delivery is limited to making good the shortage and You shall not be entitled to reject the Goods or claim damages for short delivery, howsoever caused.

5.3 Where it is or would have been apparent on a reasonable inspection that the Goods or the Services provided do not conform with the Contract You must give the Company notice within 3 working days. If You do not give the Company such notice You will be deemed to have accepted the Goods. You are deemed to have accepted the Goods if you have used them or incorporated them in any way.

6. Title and Risk

6.1 The Goods shall be at your risk as from delivery.

6.2 In spite of delivery having been made, property in the Goods shall not pass from the Company until:

6.2.1 You have paid the Price plus VAT in full; and

6.2.2 No other sums whatever shall be due from You to the Company.

6.3 Notwithstanding that the Goods (or any of them) remain our property, You may sell or use the Goods in the ordinary course of your business at full market value for our account. Any such sale or dealings shall be a sale or use by You on your own behalf and You shall deal as principal when making such

Cleftbridge Limited

Registered in England No. 1827672

Registered Office: Keepers Cottage, Catmere End, Nr Saffron Walden, Essex CB11 4XG



Cleftbridge Limited

Unit 8a, Lower Road Trading Estate, Ledbury HR8 2DJ, UK

Tel.: +44(0)1531.633771

sales or dealing. Until property in the Goods passes from the Company the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid to any overdrawn bank account and shall be at all material times identified as our money.

6.4 The Company shall be entitled to recover the Price (plus VAT notwithstanding that property in any of the Goods has not passed from the Company).

(Cleftbridge Terms & Conditions: page 2/3. v.2017)

TERMS AND CONDITIONS OF BUSINESS

6.5 Until such time as property in the Goods passes from the Company You shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If You fail to do so, you agree to give the Company, its employees or agents with such transport as is necessary access to any premises owned occupied or controlled by You where the Goods are situated or believed to be situated to repossess the Goods and You agree to do such things and to allow the Company to do such things shall be required to allow the Company access to remove the Goods without interruption. On the making of such request your rights under clause 6.4 shall cease.

7. **Warranties**

7.1 The Company warrant that the Goods will be of satisfactory quality at the time of delivery but no warranty is given that the Goods are fit for any particular purpose (whether or not such a purpose has been made known to the Company) but the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions or misuse.

7.2 Subject to the foregoing all conditions, warranties and representations whether express or implied by statute (other than Section 12 of the Sale of Goods Act 1979 as amended), common law, usage, trade, custom or otherwise in relation to the Goods are hereby excluded. No negotiations or statements made prior to the conclusion of the Contract shall form a part of the Contract unless they are expressly repeated therein or are made in writing by a duly authorised representative of the Company.

7.3 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, 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 You and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods or the cost of the Services, except as expressly provided in these Conditions.

8. **Indemnity**

8.1 In the event of any breach of this Contract by the Company the remedies available to You shall be limited to damages, however these shall not include any responsibility or indemnity whatever for any consequential costs or losses. Under no circumstances shall the liability of the Company exceed the Price of the Goods or the cost of the Services.

8.2 Nothing in this Contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Company.

9. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, nor does that person have any right to claim for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or Services provided to You by the Company and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods or the cost of the Services, except as expressly provided in these Conditions.

10. **Force Majeure**

The Company shall not be liable to You or be in breach of these Conditions or the Contract by reason of any delay in performing, or failure to perform any of our obligations if the delay or failure was beyond our reasonable control.

11. **Amendment and Waiver**

No omission or delay upon the part of any party in exercising any right, power or privilege under the Conditions shall operate as a waiver by that party of any right to exercise it in the future.

12. **Notices**

Any notices to be served under the Contract shall be in writing and may be delivered or sent by pre-paid first class letter post or facsimile transmission to the party to be served at the address set out in the Contract or at such other address or number as that party may from time to time notify in writing to the other party. Any notice or document shall be deemed to be served if delivered, at the time of delivery; and if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission if between the hours of 9.00 am and 5.00 p.m. on Monday to Friday (other than on statutory holidays). In proving service by post it shall only be necessary to prove that the notice or document was contained in an envelope properly addressed; and by facsimile transmission the notice or document was duly received by production of a copy facsimile bearing the addressee's answer back code or automatic record of correct transmission.

13. **Entire Agreement**

Cleftbridge Limited

Registered in England No. 1827672

Registered Office: Keepers Cottage, Catmere End, Nr Saffron Walden, Essex CB11 4XG



Cleftbridge Limited

Unit 8a, Lower Road Trading Estate, Ledbury HR8 2DJ, UK
Tel.: +44(0)1531.633771

13.1 This Contract forms the entire agreement between the parties and neither has relied on any representations or warranty except as expressly set out in these Conditions or agreed in writing between the parties.

13.2 These Conditions supersede any prior agreements, understandings and arrangements between, or any oral or written representations made by, parties to it relating to its subject matter.

14. Law and Jurisdiction

These Conditions and the Contract shall be governed by and construed in all respects in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

(Cleftbridge Terms & Conditions: page 3/3. v.2017)

Cleftbridge Limited

Registered in England No. 1827672

Registered Office: Keepers Cottage, Catmere End, Nr Saffron Walden, Essex CB11 4XG