

CARADON STONE .

TERMS AND CONDITIONS

1. DEFINITIONS

"Applicable Law"	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;
"Business Day"	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
"Buyer"	means the company or organisation whose order for the Goods is accepted by the Supplier in accordance with these Conditions;
"Supplier"	Caradon Limited, a company incorporated and registered in England and Wales with company number 12966997 whose registered office is at Lantoom Quarry, Dobwalls, Liskeard, Cornwall, PL14 4LR and whose principle place of business address is Lantoom Quarry, Dobwalls, Liskeard, Cornwall, PL14 4LR;
"Conditions"	means these conditions of sale and any variation to them which is agreed in accordance with these Conditions;
"Contract"	means the contract between the Supplier and the Buyer for the sale and purchase of the Goods in accordance with these Conditions;
"Control"	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and " Controls ", " Controlled " and " under common Control " shall be construed accordingly;
"Goods"	means the goods which the Supplier is to supply under this Contract in accordance with these Conditions;
"Force Majeure"	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action or workforce supply issues including those involving the Supplier's or its suppliers' workforce, but excluding the Buyer's inability to pay or circumstances resulting in the Buyers inability to pay.

2. BASIS OF CONTRACT & ORDERING

- 2.1. These Conditions (and any additional terms contained in the quotation supplied by the Supplier) apply to all sales of the Goods to the exclusion of all other terms and conditions. No terms or conditions written upon, delivered with, or contained in the Buyer's purchase order, specification or similar document will form part of the Contract. No variation or addition to these Conditions (including the Buyer's own terms) is effective unless expressly confirmed in writing by a director of the Supplier.
- 2.2. Each order for the Goods by the Buyer to the Supplier is deemed to be an offer by the Buyer to purchase the Goods subject to these Conditions and shall be accepted by the Supplier on the earlier of issuing an acknowledgement of order or delivery (as defined in Clause 3.1). No Contract will come into existence until the Supplier accepts the order by either sending a written acknowledgement of the order to the Buyer, confirming acknowledgement of the order to the Buyer verbally or (if earlier) delivery of the Goods.
- 2.3. Any quotation for Goods given by the Supplier shall not constitute an offer and is incapable of being accepted by the Buyer.
- 2.4. Any quotation given by the Supplier to the Buyer shall be valid for a period of 30 days from the date it is provided to the Buyer unless it is (i) withdrawn by the Supplier at any time; (ii) otherwise stated on the quotation. Each delivery is subject to a minimum £50.00 charge. The Supplier reserves the right to charge the Buyer an additional charge where (i) delivery of Goods is required by the Buyer is outside the Supplier's normal working hours and / or normal working days; (ii) delivery of the Goods is required in part loads rather than full loads; (iii) the delivery vehicle is unable to discharge its load within 30 minutes of arrival at Buyer's site; or (iv) the Buyer purchases quantities of the Goods which are substantially different from any quantity specified in the quotation.
- 2.5. The Buyer is wholly responsible for ensuring the accuracy of the terms of any order and any applicable specification. It is strictly for the Buyer to satisfy itself of the suitability of the Goods for its own particular use and / or purposes, use or suitability of the Goods for use with any product and should seek its own professional advice in this regard.
- 2.6. As the Goods are a natural product, the Buyer should thoroughly inspect the Goods before use and expect some wastage. The Goods will require further dressing or working to suit the Buyer's requirements when on site. As a result, the Buyer shall allow for cuts and wastage when calculating the quantity of the Goods to be ordered. All stated thickness and dimensions of the Goods are approximate and are subject to cutting tolerances. Natural stone will not be washed unless with the prior agreement of the Supplier and an additional charge will be payable by the Buyer in respect of such services. As a natural product, the Goods are affected by the following matters or variances and the Buyer agrees to such matters and variances and acknowledges that they shall not constitute a defect: (i) Variations in structure, composition, colour,

consistency, markings, texture, size of particles or dimension of the Goods at the time of delivery and over time due to weathering; (ii) the surface finish or visual appearance of the Goods; (iii) blemishes, imperfections or markings including but not limited to those resulting from the oxidisation of minerals.

2.7. This clause 2.7 only applies if the Buyer is a consumer and the Contract is entered into online or via phone/email/letter: The Buyer has the right to cancel this Contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which the Buyer acquires physical possession of the Goods. To exercise the right to cancel, the Buyer must inform the Supplier of their decision to cancel this Contract by a clear statement (e.g. a letter sent by post or email) using the contact details in Clause 1. The Buyer may use the model cancellation form in Clause 13 of this Contract, but this is not obligatory. If the Buyer cancels this contract, the Supplier will reimburse all payments received from the Buyer, including the costs of delivery (except for the supplementary costs rising if the Buyer chooses a type of delivery other than the least expensive type of standard delivery offered by the Supplier). The Supplier will make reimbursement without undue delay, and not later than 14 days after the day on which the Supplier is informed about the Buyer's decision to cancel this contract. The Supplier will make the reimbursement using the same means of payment as the Buyer used for the initial transaction unless the Buyer and Supplier expressly agree otherwise. If the Buyer has received the Goods the Supplier will collect the goods from the delivery address without undue delay and in any event not later than 14 days from the day on which the Buyer communicates the cancellation of this Contract to the Supplier. The Buyer will bear the direct cost of returning the Goods, as well as the risk, and the Buyer is liable for any diminished value of the Goods resulting from the unnecessary handling of the Goods by the Buyer other than that which is necessary to establish the nature, characteristics and functioning of the Goods.

2.7.1. The Buyer does not have the right to cancel an order via this clause in respect of;

(a) Any products which become mixed inseparably with other items after their delivery;

(b) Items made to the Buyer's specifications or which are clearly personalised. Examples include but are not limited to any and all bespoke natural stone products, products purchased on the Buyer's behalf that are not normally kept as stock and products that would normally be classed as stock but are made or bought in in excess quantities to satisfy the Buyer's specific order.

3. DELIVERY

3.1. Delivery of the Goods shall take place either on discharge into the Buyer's vehicle at the Supplier's premises or on discharge from the Supplier's vehicle at the Buyer's site or as otherwise agreed by the parties. The Buyer shall comply with the Supplier's site policies at all times. If the Buyer refuses to accept the delivery of an order or delivery is aborted due to the Buyer's actions or absence, the Buyer shall pay for all additional

costs that are reasonably incurred by the Supplier as a result including delivery costs and any associated charges.

- 3.2. The Buyer shall be responsible for notifying the Supplier of accurate delivery instructions including any restriction of access such as weight, width, height or unloading hours. The Buyer must provide safe, adequate access to the point of discharge of the Goods, including adequate manoeuvring space for the delivery vehicle and ensuring the Supplier's employees and/or agents are safe. Delivery shall be by means of a vehicle using tail lift unless otherwise agreed with the Buyer. Delivery is to the kerbside or nature strip only. Delivery by the Supplier will only take place on firm level ground with no adverse gradients and in the absence of overhead power lines. The Supplier has the right to refuse delivery at the driver's discretion if they consider the situation to be unsafe and this shall entitle the Supplier to charge the Buyer for any costs and/or losses incurred. The Buyer shall ensure that where there is a banksman on the Buyer's site they are suitably trained and authorised to direct vehicle movement and the Buyer shall be liable for any acts and /or omissions of the Buyer, the banksman and the Buyer's employees, subcontractors or agents at all times.
- 3.3. The Buyer shall indemnify the Supplier and its employees, drivers and agents against any damage or injury caused by the acts and/or omissions of the Buyer, its employees, banksman, sub-contractors or agents while the delivery vehicle is present on or accessing the Buyer's site or while the Buyer is delivering the Goods to the Supplier's site.
- 3.4. If, at the Buyer's request, the Supplier agrees to deliver the Goods to a point off the public road, the Buyer will indemnify the Supplier against all losses, costs, expenses, actions and claims incurred by the Supplier arising from delivery at that point or as a result thereof including, but not limited to, damage to vehicles, kerbs, pipes, manholes or any other property.
- 3.5. On any delivery (howsoever effected), the Buyer shall:
 - 3.5.1. satisfy itself as to the condition of the Goods;
 - 3.5.2. allow unhindered delivery of the Goods;
 - 3.5.3. sign the delivery note or in the case of delivery made using an electronic device, the Buyer accepts the time stamp, geo code stamp or photographic record as conclusive evidence of acceptance of delivery;
 - 3.5.4. sign any record produced by the Supplier or its drivers in respect of any delay after the arrival of the Goods at the Buyer's site, including standing time, or other records,

failing which or if the Supplier is unable to deliver the Goods on time because of the Buyer's default then:

 - (a) the Goods will be deemed to have been delivered; and

- (b) the Supplier may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).
- 3.6. Delivery times or dates specified by the Supplier are estimates only and the Supplier shall not be liable for any damages or losses arising out of failure to meet such date or time.
- 3.7. If the Goods supplied are 'custom made' or prepared on a 'bespoke' basis (including architectural stone items or stone cut to custom thickness and / or lengths) there will be a lead time individually quoted for such orders. The lead time will be quoted in working days or calendar weeks. Any goods ordered on a 'custom made' or 'bespoke' basis shall be paid for in full before the date of their completion, unless explicitly agreed, and the Supplier must make themselves available to receive delivery of such goods within 30 days from order completion. The Supplier reserves the right to charge storage charges and insurance if the Buyer do not make themselves available to receive delivery. The Supplier will notify the Buyer of the completion date of such orders. There shall be no right to cancel Goods that are 'custom made' or prepared on a 'bespoke' basis.
- 3.8. Where delivery takes place at the Buyer's site, the Buyer shall be responsible for implementing appropriate health and safety measures on site including ensuring that there are appropriate measures in place to ensure the security of the Supplier's vehicle and the health and safety of the Supplier's employees, drivers and agents inside and outside the vehicle including but not limited to the implementation of appropriate arrangements to segregate people from moving plant and machinery.
- 3.9. The Buyer is responsible for providing hygienic welfare facilities and making them available for use by the Supplier's employees, drivers and agents as required.

4. RISK & TITLE

- 4.1. Risk in the Goods shall pass on delivery as provided by these Conditions.
- 4.2. Title to the Goods shall pass to the Buyer once the Supplier has received payment in full and cleared funds for the Goods.
- 4.3. Until title to the Goods has passed to the Buyer, the Buyer shall:
 - 4.3.1. hold the Goods as bailee for the Supplier;
 - 4.3.2. store the Goods separately from all other material in the Buyer's possession;
 - 4.3.3. take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 4.3.4. insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to the Contract Price (iv) noting the Supplier's interest on the policy;
 - 4.3.5. ensure that the Goods are clearly identifiable as belonging to the Supplier;

- 4.3.6. not remove or alter any mark on or packaging of the Goods;
 - 4.3.7. inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in Clauses 9.1, 9.2, 9.3 and 9.4; and
 - 4.3.8. on reasonable notice permit the Supplier to inspect the Goods during the Buyer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.
- 4.4. If the Buyer fails to pay the Contract Price (as defined in Clause 5.1) by the due date, the Supplier shall be entitled to enter the Buyer's site to recover the Goods and Buyer shall indemnify the Supplier against all and any cost incurred in so doing.

5. PRICE

- 5.1. The price payable for the Goods and delivery shall be the price stated in the quotation (verbal or in writing) or the Supplier's applicable prices at the date of delivery where no quotation is given (**Contract Price**). The Contract Price quoted for the Goods is exclusive of any value added tax (**VAT**) and delivery, packaging and insurance charges. The Buyer shall pay any such VAT or any other form of taxation imposed from time to time on the Goods. The Buyer agrees the Contract Price is confidential and will not disclose it to third parties, except its professional advisers, agents and representatives.
- 5.2. The Contract Price in any quotation may be varied by the Supplier at any time upon notification in writing by the Supplier which shall be applicable to all orders delivered to the Buyer after such notification.
- 5.3. The Supplier and the Buyer agree the Supplier may increase the Contract Price at any time to take into account any variation to the Supplier's costs including but not limited to (i) costs which are outside the Supplier's control including increase and/or change in or introduction of any duties, tariffs, taxes, allowances, surcharges, exchange rates, charges and/or levies which have the effect of increasing the Supplier's and/or its supply chain's costs; (ii) change in applicable law and/ or regulations which has the effect of increasing the Supplier's and/or its supply chain's costs of compliance (iii) fuel costs (iv) variation in wages and / or administration costs (v) any request by the Buyer to change the delivery date, quantities or types of Goods ordered; or (vi) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Supplier accurate information or instructions.. The Supplier shall endeavour to give the Buyer not less than 30 days' notice of any variation to the Contract Price before delivery but notwithstanding this, the Buyer shall be liable to pay any increase from the date specified in the notice The Supplier shall have no liability to the Buyer for any losses, costs and/or damages suffered by the Buyer as a result of such increase to the Contract Price. While there is no right to cancel or terminate this contract, save for as set out in Clause 2.7 and Clause 9, in the event that the Supplier does allow an order to be cancelled at its discretion, after the preparation of the material has commenced (i.e. sawing, dressing, sorting, ordering in, loading or deliverng), then the Purchaser will be liable for all abortive costs incurred by the Supplier, including a re-stocking charge if the goods have already been delivered.

6. PAYMENT

- 6.1. The Supplier must receive payment in full for the Goods before dispatch of the Goods. unless the Supplier agrees that the Buyer shall pay on account terms, meaning for the Goods plus VAT delivery and any other charges must be paid by the last day of the month following the month the invoice for the Goods is dated. Payment shall be made in full in cleared funds to an account nominated by the Supplier.
- 6.2. Time for payment shall be of the essence of the Contract. Without prejudice to any other rights of the Supplier, interest will be payable on all overdue accounts at Lloyds Bank base rate plus 4% from the date due until payment of overdue sums whether before or after judgment.
- 6.3. The Supplier may set and vary credit limits from time to time on any trade accounts and withhold all further supplies including but not limited to circumstances in which the Buyer exceeds such credit limit.
- 6.4. Whether in relation to this Contract or other contracts between the parties, the Buyer shall not have any right of set-off, counterclaim, discount, abatement or otherwise, nor to withhold any payments due to the Supplier in the event of any dispute. The Supplier shall be entitled to set off without notice any liability of the Buyer to the Supplier against any liability of the Supplier to the Buyer, under this Contract or any other contract between the Supplier and the Buyer.
- 6.5. All sums payable to the Supplier by the Buyer in respect of any Goods delivered by the Supplier to the Buyer, shall become due immediately upon (i) the occurrence of any event listed in Clause 6.1, (ii) on termination of this Contract, (iii) on commencement of legal or dispute resolution proceedings against the Buyer, or (iv) upon any failure by the Buyer to make payment for the Goods by the due date for payment.
- 6.6. In the event of any breach of these Conditions by the Buyer, or dispute between the parties relating to this Contract or any other contract between them, the Supplier shall be entitled to suspend, withdraw or terminate any discount or other rebate agreement between the parties, affecting this Contract or any other contract between them.
- 6.7. The Supplier accepts payment for the Goods by credit or debit card. In relation to payment by cheque, any cheques presented in payment for the Goods and not paid by the Buyer's bank for any reason will be represented by the Supplier and the Buyer shall be charged a fee of £25.00 per cheque in respect of the administration costs incurred by the Supplier in relation to such representation.

7. GOODS

- 7.1. The quantity, quality and description of the Goods shall conform in all material respects with the Supplier's written quotation or as set out in the note at delivery. Unless expressly agreed in writing by the Supplier, no sale shall be a sale by sample and the Goods sold may not correspond with any sample provided to the Buyer. Any image or description contained in the Supplier's catalogues, samples, price lists or other advertising material, or otherwise provided by the Supplier, is intended merely to present a general description of the Goods supplied by the Supplier and shall not be construed as a representation nor form part of the Contract. Any specification

provided by the Buyer will not form part of this warranty unless expressly written into the Supplier's quotation or set out in the note at delivery.

- 7.2. The Goods are a natural quarried product and as a result they are affected by the following matters or variances and the Buyer agrees to such matters and variances and acknowledges that they shall not constitute a defect: (i) variations in structure, composition, colour, consistency, markings, texture, size of particles or dimension of the Goods at the time of delivery and over time due to weathering; (ii) the surface finish or visual appearance of the Goods; (iii) blemishes, imperfections or markings including but not limited to those resulting from the oxidisation of minerals.
- 7.3. Subject to Clause 7.4, if:
 - 7.3.1. the Buyer gives notice in writing to the Supplier within 48 hours of delivery that some or all of the Goods do not comply with the warranty set out in Clause 7.1;
 - 7.3.2. the Supplier is given a reasonable opportunity of examining such Goods; and
 - 7.3.3. the Buyer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Buyer's cost,the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.4. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in Clause 7.1, if:
 - 7.4.1. the Buyer makes any further use of such Goods after giving notice in accordance with Clause 7.3;
 - 7.4.2. the defect arises because the Buyer failed to follow the Supplier's oral or written recommendations as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 7.4.3. the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Buyer;
 - 7.4.4. the Buyer alters or repairs such Goods without the written consent of the Supplier;
 - 7.4.5. the defect arises as a result of fair wear and tear, wrongful handling, wilful damage, negligence, or abnormal storage or working conditions;
 - 7.4.6. use or processing of the Goods with any third party product;
 - 7.4.7. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

- 7.4.8. the Goods are affected by any matters or variances as set out in Clause 7.2;
or
- 7.4.9. a failure of the Buyer to stop the discharge or offloading of the Goods where the defect is apparent on discharge or unloading.
- 7.5 Except as provided in this Clause 7 the Supplier shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in Clause 7.1.
- 7.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.7 These Conditions shall apply to any replacement Goods supplied by the Supplier.

8 LIMITATION OF LIABILITY

- 8.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.
- 8.2 Subject to clauses 8.5, the Supplier's total liability shall not exceed the price of Goods supplied.
- 8.3 Subject to clauses 8.5, the Supplier shall not be liable for consequential, indirect or special losses.
- 8.4 Subject to clauses 8.5, the Supplier shall not be liable for any of the following (whether direct or indirect):
 - 8.4.1 loss of profit;
 - 8.4.2 loss of revenue;
 - 8.4.3 loss or corruption of data;
 - 8.4.4 loss or corruption of software or systems;
 - 8.4.5 loss or damage to equipment;
 - 8.4.6 loss of use;
 - 8.4.7 loss of production;
 - 8.4.8 loss of contract;
 - 8.4.9 loss of commercial opportunity;
 - 8.4.10 loss of savings, discount or rebate (whether actual or anticipated);

8.4.11 harm to reputation or loss of goodwill; and/or

8.4.12 wasted expenditure.

8.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

8.5.1 death or personal injury caused by negligence;

8.5.2 fraud or fraudulent misrepresentation;

8.5.3 any other losses which cannot be excluded or limited by Applicable Law; or

8.5.4 any losses caused by wilful misconduct.

8.6 The Buyer acknowledges it bears the risk of all additional expenses, costs, losses, damages and liabilities. Should the Buyer wish the Supplier to have a higher limit of liability this must be raised with the Supplier at the earliest opportunity and be expressly agreed in writing.

9 TERMINATION

9.1 The Supplier may terminate the Contract or any other contract which it has with the Buyer at any time by giving notice in writing to the Buyer if:

9.1.1 the Buyer commits a material breach of the Contract and such breach is not remediable;

9.1.2 the Buyer commits a material breach of the Contract which is not remedied within 14 Business Days of receiving written notice of such breach;

9.1.3 the Buyer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 30 days after the date that the Supplier has given notification to the Buyer that the payment is overdue; or

9.1.4 any consent, licence or authorisation held by the Buyer is revoked or modified such that the Buyer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

9.2 The Supplier may terminate the Contract with immediate effect by giving notice in writing to the Buyer if the Buyer;

9.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

9.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;

9.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

- 9.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 9.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 9.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 9.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 9.2.8 has a resolution passed for its winding up;
- 9.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 9.2.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
- 9.2.11 has a freezing order made against it;
- 9.2.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
- 9.2.13 is subject to any events or circumstances analogous to those in clauses 9.2.1 to 9.2.12 in any jurisdiction; or
- 9.2.14 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 9.2.1 to 9.2.13 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process;
- 9.3 The Supplier may terminate the Contract any time by giving not less than 4 weeks' notice in writing to the Buyer if the Buyer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
- 9.4 The Supplier may terminate the Contract with immediate effect in the event that the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 9.5 If the Buyer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this Clause 9 it shall immediately notify the Supplier in writing.
- 9.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

10 CONSEQUENCES OF TERMINATION

10.1 On termination of the Contract for any reason:

10.1.1 the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied or made ready but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Buyer immediately on receipt; and

10.1.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11 FORCE MAJEURE

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 120 days, either party may terminate the Contract by written notice to the other party.

12 GENERAL

12.1 The Supplier's Privacy Policy details how the Supplier uses the Buyer's personal data which is available at its website www.caradon.co.uk and a copy of the Supplier's complaint's policy can be obtained from its principle place of business.

12.2 Unless otherwise stated in these Conditions, any notice to be given by either party to the other shall be in writing addressed to the party's registered office or principal place of business or such other address as may be notified to the other party from time to time.

12.3 The Supplier reserves the right to amend these Conditions as it considers necessary, including to comply with statutory requirements or any change in legislation and will notify any such amendment to the Buyer as soon as practicable.

12.4 This Contract may not be assigned by the Buyer. The Supplier may transfer, novate, assign, charge, sub-contract or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract subject to notifying the Buyer and ensuring that the Buyer's rights are not adversely affected as a result.

12.5 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or

on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

- 12.6 No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.7 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by hand, or sent by pre-paid first class post, other next working day delivery service or email. A notice or other communication shall be deemed to have been received: if delivered by hand, when left at the address referred to in this Clause 12.7; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by email, one Business Day after transmission. The provisions of this clause 12.7 shall not apply to the service of any proceedings or other documents in any legal action.
- 12.8 This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 12.9 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.10 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 12.11 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 12.11 shall not affect the validity and enforceability of the rest of the Contract. If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.12 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or

claims) arising out of or in connection with this Contract or its subject matter or formation.

13 MODEL CANCELLATION FORM

To Caradon Ltd;

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract for the sale of the following goods;

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date:

Email Address: