



## Creative Art Products Ltd

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## TERMS AND CONDITIONS

### GENERAL

#### 1. In these conditions:

- a) the "Company" means Creative Art Products Ltd. and its subsidiary Scolaquip.
- b) the "Customer" means the person, firm or company purchasing the goods and/or services.
- c) the "Supplier" means the person, firm or company to whom the order is addressed.
- d) the "Goods" means the materials to be supplied by the Supplier to the Company or by the Company to the Customer.

2. These terms and conditions apply to all dealings between the parties unless otherwise agreed and stated in writing.

3. Any amendments to the contract shall be effective only in writing and signed by each party.

4. This contract shall be governed by and construed in accordance with the law of England and each party submits to the jurisdiction of the English courts.

### TERMS AND CONDITIONS OF SALE

#### 1. Price

a) All prices quoted by the Company are exclusive of VAT. In the case of sales within the United Kingdom VAT at the appropriate rate shall be added to the price.

b) In the event that the raw materials or other costs incurred by the Company increase between the time that the order is placed and the time of delivery, the Company reserves the right to charge the price current at the time of delivery.

#### 2. Payment Terms

UK

a) Established customers terms are strictly 30 days from the date of invoice. Overdue accounts may be surcharged at the rate of 1½% per month.

b) New customers should provide a bank reference and two trade references in order to open a credit account. Until such account is opened payment will be on a proforma basis.

c) Where customers wish quotations and proforma invoices, these can be prepared on an ex-works delivery basis.

#### 3. Delivery

The Company will do its best to supply goods ordered but accept no obligation to do so.

The Company accept no responsibility for late delivery of goods howsoever caused.

#### 4. Availability of stock

When an item ordered is out of stock the Company will inform the Customer as quickly as possible. The Company reserves the right to cancel items which are subject to longer than normal delivery times.

#### 5. Damaged goods

Any shortage or damage must be reported in writing both to the carriers and the Company within three days of receipt of the goods, otherwise claims cannot be considered. If, on receipt, goods are seen to be damaged, the delivery note should be endorsed "damage in transit" and packing materials should be retained pending enquiry and inspection by the Company.

#### 6. Non-delivery of orders

Both the Company and the carrier concerned must be notified within 10 days from the date of invoice for non-delivery of goods.



## **7. Faulty materials**

Goods will be replaced if proved to be faulty in manufacture, but no liability will be accepted for consequential damage or loss of any description in respect of materials sold. Whilst every care is taken in manufacture, the Company does not guarantee the suitability of any product for any specific purpose and it is the users responsibility to ensure the goods the purchases will meet his particular requirements.

## **8. Return of goods**

We do not accept return of goods which have been delivered as ordered without prior permission. Where permission is granted credit will be given according to the condition of goods returned. All carriage costs are for the Customer's account. No goods are supplied on a sale or return basis.

## **9. Descriptions, designs and illustrations**

Catalogue and price lists descriptions of goods are as accurate as possible at time of printing. However, we reserve the right to amend specifications without prior notice.

## **10. Product safety**

All products conform to all UK and European toxicity safety regulations as detailed in BS5665/EN71. Copies of certificates of conformity to regulations are available on request.

## **11. Property**

- a) Legal title of the goods shall not pass to the buyer until payment has been made in full but the buyer agrees to keep the goods safe and fully insured against loss or damage.
- b) If the buyer goes into liquidation, enters into a deed of arrangement, or otherwise compounds with his creditors, the Company shall immediately, after notice of intention to repossess, be entitled to enter upon the premises of the buyer and repossess the goods to which it has title.

## **12. Advice**

If the seller provides the buyer with advice relating to products or their use or application, or make personnel available to supervise such use or application, the seller, while using all reasonable efforts to secure that the advice is useful, accurate and competent, gives no warranty and accepts no responsibility for the usefulness or sufficiency of any such advice or in relation to the said personnel.

## **13. Cancellation - Suspension**

The Company may (without prejudice to its other rights or remedies) cancel or suspend its performance to the contract if:

- a) Customer fails to accept or pay for the product on the due date.
- b) Customer becomes bankrupt or insolvent or is liable to be wound-up.
- c) The Company has reasonable grounds for suspecting that the events in b) have occurred or will occur, or that the Customer will not pay for the goods by the due date.

## **14. Force majeure**

The Company shall not be liable for any failure to comply with the contract which is caused by any circumstances whatsoever which materially affect the Company's ability to manufacture, supply or deliver the products by the Company's normal means, OR which are beyond the Company's reasonable control and which otherwise prevent or restrict the Company from complying with the contract.

## **CONDITIONS OF PURCHASE**

### **1. Price increases**

There shall be no increase in prices unless accepted in writing by the Company before the goods are despatched or services performed.

### **2. Right of inspection**

The Company has the right to inspect any goods in the course of manufacture or before despatch from the Supplier or maker's premises. Such inspection shall not absolve the Supplier from the responsibility or liability nor imply acceptance of the goods by the Company. In the case of goods delivered by the Supplier



not being as specified the Company reserves the right to reject such goods and to claim any expenses incurred as a result of such rejection.

### 3. Quantity

The Company only accepts responsibility for such quantities of goods as are specifically set out on this order.

### 4. Property in goods

Property in goods to be purchased does not pass to the Company until delivery at the premises nominated by the Company. Loss or damage prior to delivery to be at the risk of the supplier.

### 5. Delivery

- a) Time stipulated for delivery of the goods is of the essence of the performance by the Supplier of the Order.
- b) Proof of delivery shall be established only by the signature of an employee of the Company through an official stamp of the Company on a delivery or advice note clearly detailing the Goods and the quantity thereof delivered.
- c) Failure by the Supplier to deliver the Goods by the due date (or, where no date is stated, by such date as the Company may consider reasonable) shall give the Company the right to cancel or vary the whole or any uncompleted part of the Order, to purchase, substitute items elsewhere, and to recover from the Supplier any loss and additional cost incurred.
- d) If any delivery pursuant to the Order or, where the goods are to be delivered in instalments, any instalment is made or delivered incomplete, the Company reserves the right (without prejudice to any of its other rights) to accept or reject the Goods so delivered and to cancel or vary the balance of the Order.
- e) Any delivery note or advice note accompanying a delivery which is signed by the Company on or after delivery is simply an acknowledgement of delivery and shall not constitute an acceptance by the Company that the Goods comply with these Conditions or any of them.

### 6. Right of Rejection

- a) Acceptance of goods or services by the Company or payment for goods or services shall not prejudice the Company's right to reject the goods or services found to be defective. Furthermore the Company reserves the right to claim from the supplier the costs of labour and materials incurred upon making good such defects without prejudice to and in addition to all other rights which the Company may have in respect of such defective goods or services.
- b) If the Company is unable to obtain full credit for the Price the Company shall:
  - (i) Have the immediate right of repossession of the Goods together with the right of entry to the Supplier's premises during normal business hours by the Company's employees or agents for the purpose of repossession; and
  - (ii) Be entitled to dispose of the Goods and the Supplier shall compensate the Company for any loss which the Company may suffer as a result of such disposal.
- c) The Company will not accept any repaired or replacement Goods without prior written authorisation to the Supplier.

### 7. Warranty

- a) The Supplier warrants that the Goods when delivered are of such nature, quality, description, fitness for purpose and safety and any packaging, labelling or wrapping is so marked (subject to any misdescription which arises directly from a written instruction of the Company) as to comply in all respects with the requirements of all statutes and subordinate legislation which may be in force from time to time in the United Kingdom.
- b) The goods delivered must meet the specifications as to quantity, quality standards and description referred to in the Order, and where any sample of the goods has been supplied to and approved by the Company the goods shall correspond in every respect to the approved sample.
- c) In so far as this Order relates to the performance of services on the Company's premises, the Supplier



for itself and any Sub-Contractor agrees to observe and perform all the Company's safety regulations and all statutory provisions and regulations relating to the carrying out of the services.

#### **8. Sub-Contractor**

The Supplier agrees to ensure that any Sub-Contractors comply with statutory obligations.

#### **9. Indemnity**

The Supplier shall indemnify and keep the Company, its agents, employees, officers and subsidiary and associated companies indemnified against any and all liability, claims, cost, expenses, damages or other losses incurred or suffered by the Company (including without limitations any loss of profit) arising directly or indirectly from or consequential upon:

- a) Any failure or alleged failure of the Goods to comply with the conditions stipulated in clause 7 above or any act or omission of the Supplier in the performance of its obligations pursuant to the Order; or
- b) Any infringement or alleged infringement of trademarks, trade names, patents, registered designs or copyright or of any other rights whatsoever of third parties by the purchase use of sale of the Goods, or their packaging, appearance, labelling or advertisement (including without limitation any passing-off or alleged passing-off of the Goods as those of any third party).

Provided that the Supplier shall have no obligation to indemnify under this Clause if and to the extent that any relevant liability, damage, loss, cost or expense incurred was only incurred because the Supplier delivered the goods strictly in accordance with designs, plans or specifications supplied by the Company.

#### **10. Termination**

Without prejudice to any other right or remedies to which the Company may be entitled it may terminate the

Order forthwith and without liability in the event that:

- a) The Supplier make any arrangement or composition with its creditors or commits an act of bankruptcy or if a receiving order is made against him or being a company an order is made or a resolution is passed for the winding up of the Supplier or the Supplier has a receiver or administrator appointed of the whole or any part of its assets or undertaking or circumstances arise which entitle the Court to make a winding up or administration order or if the Supplier takes or suffers any similar or analogous action in consequence or debt; or
- b) The Supplier commits any breach of this or any other contract between the Supplier and the Company.

#### **11. Waiver**

Failure on the part of the Company to exercise or enforce any rights under the contract for the supply of the Goods or at law shall not be deemed to be a waiver of any such right or operate so as to bar its exercise or enforcement at any future time.

Crayola

