

**STANDARD TERMS AND CONDITIONS  
FOR SALE OF GOODS  
OF  
SILVER KITE LTD.**

**1 DEFINITIONS**

In this document the following words shall have the following meanings:

- 1.1 "You" means the organisation or person who buys Goods from Us;
- 1.2 "Goods" means the articles or services to be supplied to You by Us;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 " Price" means the price for goods or services quoted by Us or the list of prices of the Goods maintained by Us as amended from time to time;
- 1.5 "We" or "Us" means Silver Kite Ltd.

**2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by Us to You to the exclusion of all other terms and conditions referred to, offered or relied on by You whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by You, unless You specifically state in writing, separately from such terms, that You wish such terms to apply and this has been acknowledged by the Us in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Us.

**3 PRICE AND PAYMENT**

- 3.1 Quotations are submitted on the understanding that goods supplied will be invoiced at prices ruling at the date of the order unless otherwise agreed in writing by Us. All prices quoted are nett, and exclude V.A.T.. Carriage on the Goods despatched to You will be paid for by You, unless otherwise agreed by Us.
- 3.2 If You have been given a "credit account" by Us, payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by Us.
- 3.3 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2% per month.
- 3.4 If payment of the price or any part thereof is not made by the due date, We shall be entitled to:
  - 3.4.1 require payment in advance of delivery in relation to any Goods not previously delivered;
  - 3.4.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to You for non-delivery or any delay in delivery;
  - 3.4.3 terminate the contract.

- 3.5 Where goods have been purchased through Our website, or where the order has been placed on a “Pro Forma” basis, the order will only be actioned by Us once the funds have been received by Us.  
An acknowledgement of receipt of funds will be made by Us to You.  
The sales invoice, showing separately the amount of VAT, will be sent by Us to You when the goods are despatched.

#### **4 DESCRIPTION**

Every care is taken by Us to ensure that all product descriptions shown on Our website or in other sales and marketing literature is correct. However it should be noted that all errors and omissions are excepted.

#### **5 SAMPLES**

If You wish to see a sample of one of Our products please let Us know.  
In some instances, for example if the product has to be made or purchased specially, We might have to charge for the item.

#### **6 DELIVERY**

- 6.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by You on the date specified by Us. You shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 The date of delivery specified by Us is an estimate only. Time for delivery shall not be of the essence of the contract.
- 6.3 If We are unable to deliver the Goods for reasons beyond Our control, then We shall be entitled to place the Goods in storage until such times as delivery may be effected.
- 6.4 You shall be entitled to replacement Goods where the Goods have been lost or damaged during transportation. You must notify Us of the loss or damage within 3 days of delivery or when delivery was due to be made.
- 6.5 Where You have purchased Goods through Our website, the delivery address cannot be subsequently changed by You.

#### **7 CANCELLATION, AMENDMENTS AND RETURNS**

Cancellation of an order cannot be accepted or goods returned for credit, unless previously agreed in writing by Us. A handling charge may be made by Us for the return of goods. No amendment of any order shall be binding upon Us unless the same shall be received and agreed in writing by Us.

#### **8 SPECIAL PRODUCTS**

We reserve the right to charge a deposit or to ask for payment in full before the commencement of manufacture of specially made products.

#### **9 RISK**

Risk in the Goods shall pass to You at the moment the Goods are delivered to You. We insure the goods in transit to You.  
Where You choose to collect the Goods itself, risk will pass when the Goods are entrusted to You.

## **10 TITLE AND LIEN**

- 10.1 We shall retain title to and ownership of the Goods until We have received payment in full of all sums due for all Goods supplied to You. If payments received from You are not stated to refer to a particular invoice We may appropriate such payments to any outstanding invoice.
- 10.2 Until property in the Goods passes to You, You may use or resell the Goods in the ordinary course of Your business provided always that You shall hold in trust and pay to Us on demand the proceeds of any such sale to the extent that any monies are owed by You to Us on any account. You shall not be the agent of Us in relation to any resale. Until their use or resale You shall hold the Goods as Our bailee, keep them secure, insured, separate from any other products and identifiable as Our property and shall not charge, pledge or deal with them or allow any lien or other interest to arise over them. Where the Goods are incorporated into a building or other structure, the title still remains with Us and the We shall have the right to remove the goods from the building or structure. The occupier/owner of the building shall have no right to the title to the Goods until We have been paid in full for the Goods.
- 10.3 If You fail to make any payment to Us when due, compounds with Your creditors, executes an assignment for the benefit of Your creditors, has a bankruptcy order against You or, being a company enters into voluntary or compulsory liquidation or have an administrator or administrative receiver or receiver appointed over all or parts of Your assets or takes or suffers any similar action in consequence of debt or becomes insolvent or if We have reasonable cause to believe that any of these events are likely to occur, We shall have the right, without prejudice to any other remedies to:-
- (a) enter without prior notice any premises where Goods owned by Us may be, and to repossess and dispose of any Goods owned by Us so as to discharge any sums owed to Us by You under this or any other contract.
  - (b) require You not to resell or part with possession of any Goods owned by Us until You have paid in full all sums owed by You to Us under this contract or any other contract.
  - (c) withhold delivery of any undelivered Goods and stop any Goods in transit.

The Goods shall once the risk has passed to You be and remain at Your risk at all times unless and until We have retaken possession of them and You shall insure accordingly.

## **11 WARRANTY**

- 11.1 Where the Goods have been manufactured by Us and are found to be defective, We shall repair, or in Our sole discretion, replace defective Goods free of charge within 12 months from the date of delivery, subject to the following conditions:
- 11.1.1 You notify Us in writing immediately upon the defect becoming apparent;
  - 11.1.2 the defect being due to the faulty design, materials or workmanship of Us.
- 11.2 Any Goods to be repaired or replaced shall be returned to Us at Your expense, if so requested by Us
- 11.3 Where the Goods have been manufactured and supplied to Us by a third party, any warranty granted to Us in respect of the Goods shall be passed on to You.
- 11.4 We shall be entitled in Our absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.
- 11.5 The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clauses 12 and 13 below.

## **12 LIABILITY**

- 12.1 No liability of any nature shall be incurred or accepted by Us in respect of any representation made by Us, or on Our behalf, to You, or to any party acting on Our behalf, prior to the making of this contract where such representations were made or given in relation to:
- 12.1.1 the correspondence of the Goods with any description;
  - 12.1.2 the quality of the Goods; or
  - 12.1.3 the fitness of the Goods for any purpose whatsoever.
- 12.2 No liability of any nature shall be accepted by Us to You in respect of any express term of this contract where such term relates in any way to:
- 12.2.1 the correspondence of the Goods with any description;
  - 12.2.2 the quality of the Goods; or
  - 12.2.3 the fitness of the Goods for any purpose whatsoever.
- 12.3 All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to Us or not) are hereby excluded from the contract.

## **13 LIMITATION OF LIABILITY**

- 13.1 Where any court or arbitrator determines that any part of Clause 12 above is, for whatever reason, unenforceable, We shall be liable for all loss or damage suffered by You but in an amount not exceeding the contract price.
- 13.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of Us for death or personal injury as a result of Our negligence or that of our employees or agents.

## **14 INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of Us, and You shall do all that is reasonably necessary to ensure that such rights vest in Us by the execution of appropriate instruments or the making of agreements with third parties.

## **15 FORCE MAJEURE**

We shall not be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and We shall be entitled to a reasonable extension of Our obligations. If the delay persists for such time as We considers unreasonable, We may, without liability on Our part, terminate the contract.

## **16 RELATIONSHIP OF PARTIES**

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

**17 ASSIGNMENT AND SUB-CONTRACTING**

The contract between You and Us for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by You, without the prior written consent of Us.

**18 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

**19 SEVERABILITY**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

**20 GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Silver Kite Ltd.  
2 July 2020