

## Terms and Conditions of Sale

### 1.0. Definitions

**Privacy Policy:** means the C&L privacy policy available at [www.candl](http://www.candl)

**C&L** means C&L Distribution, incorporating Spick 'n' Span Limited, Lakeside Business Park, Fazeley Tamworth B78 3NT. Registered No. 0181292.VAT Registration No. GB

**C&L Website means** the C&L website at ????????????????????

### 2.0. General

2.1. All orders to C&L for products on the C&L website accepted by C&L are subject to these terms and conditions . No other terms will apply to the supply of products by C&L unless agreed in writing by an authorised signatory of C&L or expressly stated otherwise in these terms and conditions.

All descriptions of the products contained on the C&L website or otherwise communicated to any purchaser of such products (the "Customer") are approximate only and shall not form any part of the contract between C&L and the Customer. C&L shall not be liable to the Customer for any error, C&L or omissions on the C&L website, the C&L catalogue or other product advertisement. The advertising of products on the C&L website is not an offer capable of acceptance; it merely constitutes an invitation by C&L for the Customer to make an offer to purchase products. C&L' acceptance of the Customer's order will take place when C&L confirms pricing and delivery dates to the Customer in writing, at which point a contract will come into existence between C&L and the Customer.

2.2.C&L is a business-to-business supplier. The C&L website is intended for use by business customers and C&L and not by private individuals acting as consumers. Notwithstanding the foregoing, nothing in these terms and conditions shall affect the mandatory rights of a customer who deals as a Consumer.

The Customer's particular attention is required for clause 12, which sets out certain limitations of C&L' liability.

### **3.0. Prices**

3.1. The prices of the products are as set out on the C&L website. C&L reserves the right to change prices without prior notice at any time. Customer is informed that prices and products in the printed hard copy catalogue are subject to change. Up-to-date information can be found on the C&L website. In the event of any conflict between prices for any products listed on the C&L website and prices listed in the physical catalogue, prices listed on the C&L website shall prevail.

The price of an ordered product will be as set out on the C&L website at the time of order acceptance by C&L.

3.2. All prices exclude VAT, which C&L will add at the rate applicable at the date of order acceptance.

### **4.0. Ordering**

4.1. C&L reserves the right to decline to trade with any company. C&L may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by telephone, email or facsimile within a reasonable period of receipt of the order by C&L. Further, C&L may cancel orders which have been accepted by giving written notice of such cancellation to the Customer by telephone, email or facsimile within a reasonable period of receipt of the order by C&L. If C&L rejects or cancels an order for which payment has been taken, it will refund the amount to the Customer as soon as reasonably practicable.

C&L executes orders to the Customer's requirements but may provide substitute products where requested by the Customer, or where the product has been suspended. To the extent that orders cannot be fulfilled completely from stock, the unfulfilled balance will (at the Customer's option) either be put on back order to be fulfilled when C&L next has available stock or be cancelled and refunded to the Customer.

4.2. The Customer must submit orders using the C&L stock numbers and the priced units used on the C&L website or in the C&L hard copy catalogue and must specify which delivery option is required. Any confirmation of a previous order by the Customer must be marked 'CONFIRMATION ONLY' or otherwise clearly identified as a confirmation to avoid duplication. If the Customer orders the wrong product or number of products, or duplicates orders, the provisions of clause 13 (Cancellation and Returns) will apply.

## **5.0. Delivery**

5.1. Subject to any cancellation, substitution or non-fulfilment of Customer's orders in accordance with clause 4 (Ordering), C&L will deliver the products specified in the Customer's order. C&L may use third party delivery agents to deliver products to Customers.

The Customer's delivery options, and the prices for them, are as set out on the C&L website at the date of order or will be notified to the Customer at the time of order. Customer is informed that delivery options and prices in the printed hard copy catalogue are subject to change and up-to-date information can be found on the C&L website. In the event of any conflict between delivery options and delivery prices for any products listed on the C&L website and in the hard copy catalogue, the delivery options and delivery prices listed on the C&L website shall prevail.

5.2. Delivery prices apply per order, irrespective of the number of products ordered. Delivery will be made to the Customer's usual business address, unless otherwise agreed in writing.

C&L will aim to deliver products in accordance with the times and dates for delivery quoted on the C&L website or by C&L' employees, but Quoted Delivery Times are approximate only and C&L shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence. Delivery of products marked in the hard copy catalogue or on the C&L website as requiring special handling may (because of the nature of the products) take longer to be delivered.

5.3. If any delivery has not been made by the Quoted Delivery Time, then subject to the Customer notifying C&L of such delay, C&L will endeavour to ascertain if the product has been delivered and will inform the Customer of the status of the delivery or the new expected delivery time. C&L may also, at its discretion, refund the total delivery charge to the Customer. If a revised delivery time is not acceptable C&L may also, at its discretion, offer an alternative delivery option. These are the Customer's exclusive remedies for late delivery.

## **6.0. Inspection, Delivery delays and Non Delivery**

6.1. The Customer must inspect the products as soon as is reasonably possible after delivery or collection. The Customer shall, within 30 days of the date of delivery or collection or, in the case of sub-clause iv below, the Quoted Delivery Time or any updated estimated date for delivery, give notice to C&L in detail of:

i. Any defect in the product that is apparent on reasonable examination. In this case C&L shall, at C&L's discretion, replace the products or refund the purchase price. In any event the Customer must refuse parcels delivered to it in a damaged condition;

Any shortfall in products delivered. In this case C&L shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products;

ii. Any delivery of products not in accordance with the order. In this case C&L shall, at C&L's discretion, replace the products or refund the purchase price; or

Any non-delivery of the products (in which case the time limit is within 10 days of the estimated despatch date). In this case C&L shall deliver the undelivered products or refund the price of the undelivered products.

6.2. If the Customer fails to give any such notice, the products shall be conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects, and the Customer shall be deemed to have accepted the products accordingly. C&L' record of the products despatched (including the quantity) shall be conclusive evidence of the products received by the Customer, unless proved otherwise by the Customer.

The remedies set out above are the Customer's exclusive remedies for non-delivery or short delivery of products, or for apparent defects in the products or delivery of products not in accordance with the order.

## **7.0. Payment**

7.1. If C&L has not granted credit to the Customer, payment terms are cash with order.

Credit terms (subject to satisfactory references and at C&L's absolute discretion) are available. If credit has been granted, on acceptance of a Customer's order, C&L will issue that Customer with an invoice. Such invoice will be sent by email in PDF format, unless otherwise agreed between C&L and the Customer. The Customer shall pay the price of the product by the 30th day of the month following the month in which the products are despatched. All payments must be made without any set-off, deduction or counterclaim.

7.2. If any sum is not paid on the due date for payment then, without prejudice to any other right or remedy:

i. all sums then outstanding from the Customer will immediately become due and payable notwithstanding that such sums would not otherwise be due until a later date, and

C&L may apply a compensation charge as an estimate of administrative and other wasted costs incurred by C&L to the Customer of £40 for outstanding sums up to £999.99; £70 for outstanding sums between £1,000 and £9,999.99; and £100 for outstanding sums of £10,000 or more; and

ii. C&L may also charge the Customer interest from the due date until payment is made in full (both before and after any judgement) on the amount unpaid at a rate which is 4 per cent per annum above the European Central Bank base rate as set at 31 December for the period 1 January to 30 June inclusive in the following year and as set at 30 June for the period 1 July to 31 December inclusive (but at the rate of 5 per cent per annum for any period during which the European Central Bank base rate is below zero per cent), compounded monthly; and

C&L may stop accepting orders and/or suspend shipments until payments are made in full.

## 8.0. Risk and Ownership

8.1. In the case of products to be delivered to the Customer's property, risk of loss of or damage to the products shall pass to the Customer on delivery, unless the Customer wrongfully fails to take delivery of the products, in which case such risk shall pass to the Customer at the time when C&L has attempted to deliver the products. In the case of products which the Customer orders to be collected from an C&L trade counter, risk of damage or loss to the products shall pass to the Customer at the time of collection.

Ownership of any product supplied shall not pass to the Customer until full payment of the purchase price of the products and of all other amounts owing to C&L has been made (in cash or cleared funds). If the Customer is late in paying any sum to C&L, then C&L shall be entitled to the immediate return of all products where ownership has not passed to the Customer. The Customer authorises C&L and its agents to recover any such products in such circumstance, and to enter any premises of the Customer for that purpose.

8.2. Demand for or recovery of the products by C&L shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the products or C&L's right to sue for the whole of the price.

#### 9.0. Product and availability information

9.1. C&L reserves the right, without prior notice, to discontinue any product or to make design changes as part of its continuous programme of product improvement, or to assist product availability, and such changes may take place during the life of any C&L catalogue. The most up to date information on the availability and design of the products C&L supplies is available on the C&L website.

Unless otherwise confirmed in writing, nothing on the C&L website or in any C&L catalogue is to be taken as a representation of the source of origin, manufacture, or production of the products or any part of them.

#### **10.0. Warranties and remedies**

10.1. C&L warrants that no product purchased from C&L is materially defective.

In the event of any such product being materially defective, and subject to the provisions of clause 5 (Delivery) surrounding defects apparent on delivery, C&L will (at its option) replace or repair the product or refund the purchase price.

10.2. These warranties shall not apply to any defect which arises from improper use, failure to follow the product instructions, or any repair or modification made without the consent of C&L.

The remedies set out in this clause 10 shall be the Customer's sole remedies for any breach of warranty and in respect of the supply or non-supply of products.

10.3. The availability of the remedies set out in this clause 10 is subject to:

i. a claim being made in writing to C&L, prior to the return of any defective product, and within 12 months of the original date of despatch, or such other periods as may be indicated by C&L for specific products from time to time in writing (provided that for certain C&L Pro products such period may vary from 12 to 36 months as stated on the C&L website); and

the Customer returning or disposing of the relevant products, or making them available for collection by C&L, in accordance with C&L's instructions and suitably packaged. In particular, for any returns, the Customer must obtain a

FGRF number from C&L and quote this on all paperwork and state the original invoice number in respect of the products and the nature of any claimed defect.

10.4. Where the Customer returns defective products otherwise than in accordance with these provisions, C&L may refuse such products and return them to the Customer at the cost of the Customer.

Any products which are replaced by C&L shall become the property of C&L. Title to replacement products shall pass to the Customer in accordance with the provisions of clause 8 (Risk and Ownership), and the period of the replacement product's warranty shall be the unexpired period of the defective product's warranty.

10.5. The Customer shall have no remedy in respect of any untrue statement made to it upon which it relied in ordering products (unless such untrue statement was made fraudulently) other than any remedy set out expressly in these terms and conditions.

Save as expressly provided in these terms and conditions, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose).

10.6. The Customer acknowledges that it is responsible for ensuring that the products it orders are fit for the purposes for which it intends to use them.

## **11.0. Export control and limitations**

11.1. Certain products sold by C&L are subject to export control regulations of the United Kingdom, the United States of America, the European Union and other countries ("Export Laws"). The Customer shall comply with such Export Laws and obtain any licence or permit required to transfer, export, re-export or import the products.

The Customer shall not, directly or indirectly, sell, permit to be sold, dispose of, export, re-export or otherwise provide products to any country or entity under sanction or embargo administered by the United Kingdom, the United States of America, the European Union or other country.

11.2. The Customer certifies that products purchased from C&L will not be used, sold or incorporated into products used directly or indirectly in the design, development, production or use of chemical, biological or nuclear weapons,

delivery vehicles and systems of the same or in the development of any weapons of mass destruction.

Products sold by C&L are not recommended or authorised for use in life support, surgical implantation, nuclear or aircraft applications or for any use or application in which the failure of a single component could cause substantial harm to persons or property.

11.3. The Customer is responsible for ensuring compliance with all applicable export legislation, including determining the correct classification of an item at the time of any onward export.

## **12.0. Liability**

12.1. Subject to clause 12.3, C&L shall not be liable (whether arising in tort (including negligence), contract or breach of any duty or otherwise) for any of the following: (a) indirect or consequential loss or damage; (b) loss of revenue; (c) loss of profits; (d) loss of productivity; (e) loss of production; (f) loss of business or expected future business; (g) economic loss; or (h) damage to reputation or goodwill.

12.2. If, notwithstanding any other provisions in these terms and conditions, any liability attaches to C&L, C&L's liability to the Customer arising out of or in connection with these terms and conditions or any order whether in contract, tort or otherwise shall be limited in the aggregate to £10,000 or the total value of the order, whichever is greater.

12.3. Nothing in these terms and conditions (including without limitation this clause 12) shall exclude or limit the liability of C&L for death or personal injury caused by the negligence of C&L or its employees, agents or sub-contractors, or for fraud or anything else which cannot by law be limited or excluded.

## **13.0. No fault cancellations and returns**

13.1. C&L may, at its discretion and in writing, allow an order to be cancelled where there is no fault with the product subject to C&L recovering from the Customer the costs incurred by C&L, and subject to the processing charge provided for in this clause 13.

In the event of cancellation of part of any order only, C&L may invoice the Customer any difference in selling price per unit applicable to the quantity actually despatched up to the time of cancellation compared to the quantity ordered.



13.2. For Customers other than Consumers, a processing charge may apply in respect of all products returned other than due to defects covered by the warranty at clause 10.

Customers may only return products to C&L, and receive a credit or refund or replacement on the following conditions:

The Customer should contact C&L to obtain a FGRF number (to be quoted on all relevant paperwork)

Returns must be made within 30 days of the date of delivery (as stated on the delivery documentation) or collection of such product(s).

Products must be returned to C&L in their original condition and packaging and in a condition which will enable them to be immediately fit for re-sale;

The Customer must follow any specific instructions which appear on the C&L website with any product regarding its return to C&L;

Products must be returned adequately packed and clearly labelled to the C&L Returns Department; and

The Customer must quote the returns number on the parcel being returned.

13.3. Where the Customer returns products to C&L not in accordance with clause 13.4 (i) – (vi) above (for example, after the period for returns has expired or in an unfit state) C&L may refuse to accept the return and return the products to the Customer at the Customer's expense or may apply a handling charge which relates to the actual cost of reprocessing.

13.4. C&L accepts no responsibility for any loss of or damage to products in transit from Customer to C&L where C&L has not provided the collection services.

#### 14.0 Force Majeure

A force majeure event is any event beyond the reasonable control of C&L (including but not limited to strikes, pandemic, epidemic, crisis or outbreak, governmental measures, traffic congestion, the downtime of any external line, or C&L's inability to procure materials or articles required for the performance of the contract except at enhanced prices). If C&L is prevented or restricted from carrying out all or any of its obligations under these terms and conditions by reason of any force majeure event, then C&L shall be relieved of its obligations during the period that such event continues and shall not be liable

for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than fourteen days, C&L may cancel the affected order, without any liability to the Customer.

## **15.0. Intellectual Property Rights**

15.1. The Customer acknowledges that C&L own the intellectual property rights in the C&L website, the C&L catalogues, the catalogue content and the stock numbers, and that their whole or partial reproduction without C&L's prior written consent is prohibited.

C&L does not warrant or give any assurance to the Customer that any products supplied do not infringe the intellectual property rights of any third party.

## **16.0. Anti Bribery**

16.1. The Customer shall (and shall procure that persons associated with it or other persons who are purchasing goods in connection with these terms and conditions shall) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, (the "Relevant Requirements") and shall:

i. not (directly or indirectly) induce any employee, agent or subcontractor of C&L to make any concession to or confer any benefit on the Customer, refrain or withhold from doing any act, in return for any gift, money, or other inducement;

not do or omit to do any act that will cause or lead C&L to be in breach of any of the Relevant Requirements; and

ii. promptly report to C&L any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with these terms and conditions.

16.2. Financial restrictions on gifts and entertainment are contained in C&L's Anti-Bribery Policy and further details are available on request.

Any breach of this clause 16 shall be a material breach of these terms and conditions which is incapable of remedy.

## **17.0, Data protection and Customer information**

17.1. Please refer to our Privacy Policy for more information about how we process your personal data

## **18.0. Miscellaneous**

### Waiver

18.1. No failure or delay by a party to enforce or exercise any right or remedy under these terms and conditions or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of these terms and conditions shall not be deemed to be a waiver of any subsequent breach.

### Variation

18.2. No purported variation of these terms and conditions shall be valid unless it is in writing (which excludes email) and signed by or on behalf of each party.

### Law and Jurisdiction

18.3. The contract between C&L and the Customer based on these terms and conditions as applicable to each Customer order shall be governed by and interpreted in accordance with English Law and the Customer submits to the exclusive jurisdiction of the English courts, but C&L may enforce the contract in any court of competent jurisdiction.

18.4. If any part of these terms and conditions is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then it is the parties' express intention that the relevant wording should be interpreted or construed so as to avoid such a finding and that, in the event of such a finding, the remainder of the provision in question shall be interpreted or construed to give it full effect.

### Exclusion of third party rights

18.5. No express term of these terms and conditions nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.