

# Kidicraft Limited

## TERMS & CONDITIONS OF SALE

### 1. Acceptance

All orders, UK and export, are accepted on and subject to these terms and conditions exclusively, except where special arrangements have been negotiated and agreed previously in writing between the buyer and Kidicraft Ltd

### 2. Prices

2.1 Goods are offered for sale at the prices in effect on the day of despatch, regardless of when the order was placed. Unless otherwise stated, all prices are Net Ex-Works and exclusive of Value Added Tax (or any successor tax). VAT will be added for buyers in the UK and shall be payable to Kidicraft Ltd by buyer in accordance with English law upon receipt of an appropriate invoice. Export and Channel Islands orders are free of VAT. Supply of EORI numbers maybe required for EU customers.

2.2 Kidicraft Ltd strives to maintain prices for a minimum of 6 months and will make every effort to notify buyer well in advance of any price changes. However, Kidicraft Ltd reserves the right to alter individual prices without notice in exceptional circumstances.

### 3. Payment

3.1 Unless the buyer has an account with Kidicraft Ltd, goods will be delivered only once full and final payment has been received, in accordance with details outlined on the pro-forma invoice related to the goods. Kidicraft Ltd reserves the right to withdraw credit facilities without notice and any payment outstanding at that time will become due immediately on the date of termination of the contract.

3.2 Full payment must be received by Kidicraft Ltd within 30 days of invoice date. Settlement discounts are negotiable directly with Kidicraft Ltd.

3.3 Unless otherwise negotiated and agreed in writing, for all export orders, full payment is to be made by direct transfer of sterling funds to Kidicraft Ltd's bank account as outlined on the invoice related to the goods. All bank charges related to the transfer are payable by customer.

3.4 Interest at the rate of 1½% of net purchase amount per month may be charged on overdue accounts, commencing on the day following that by which settlement should have been made, calculated on daily balances outstanding.

3.5 Where delivery is to be or may be fulfilled in separate instalments each instalment shall constitute a separate contract. Payment for each instalment shall be made accordingly and any deficit or failure in delivery of one or more instalments will not entitle buyer to cancel other instalments or to terminate the order.

3.6 If buyer defaults in any single payment (in which event the whole amount owing by buyer shall become immediately due and payable), ceases to carry on its business, or enters into liquidation or receivership or other similar process, Kidicraft Ltd may, in addition to all its other rights, cancel, delay or withhold delivery of all orders outstanding from buyer. In addition, Kidicraft Ltd may recover from the buyer all expenses reasonably incurred in collecting, or attempting to collect, payments due to Kidicraft Ltd.

3.7 Kidicraft Ltd shall be entitled to sue for the price of the goods and all additional payments due hereunder whether or not property in the goods shall have passed to buyer.

3.8 Where the buyer's cheque is not honoured for whatever reason Kidicraft Ltd may on each occasion charge buyer £20.

3.9 Retrospective allowances are only payable to buyer by Kidicraft Ltd where Kidicraft Ltd has received payment in full by the due date for all invoices to which the allowances relate.

### 4. Packing

Price for goods include packing suitable for delivery to export destinations via surface, air post or air freight. Should special packaging requirements be specified, Kidicraft Ltd reserves the right to charge for additional costs unless otherwise agreed in writing between the buyer and Kidicraft Ltd.

### 5. Carriage

The charge for standard delivery in the UK is published on the current Kidicraft Ltd price list. Kidicraft Ltd will make every effort to notify buyer well in advance of any changes to delivery charges. However, Kidicraft Ltd reserves the right to alter these charges without notice in exceptional circumstances.

### 6. Delivery

6.1 Kidicraft Ltd endeavour to despatch orders within 7 days of receipt of order. Kidicraft Ltd will use its reasonable efforts to meet any estimated or requested requirements for delivery, but shall not be liable for loss, damage or expense (including consequential, economic, special or other indirect loss or damage including loss of profits) whatsoever or howsoever arising from delay in delivery, or for failure to deliver if this is due to circumstances beyond Kidicraft Ltd's reasonable control.

6.2 Kidicraft Ltd will make every effort to complete orders in "one-drop" delivery but may at its discretion deliver by instalments unless otherwise expressly agreed between buyer and Kidicraft Ltd.

6.3 Claims for short delivery or damage can only be considered if Kidicraft Ltd is notified in writing within 10 days of delivery, or in the case of non-delivery, within 14 days of invoice date.

6.4 In the event of buyer refusing delivery of the goods, Kidicraft Ltd shall be free to store the goods at the use and expense of the buyer and/or to resell any of the goods without effect to Kidicraft Ltd's rights and remedies against buyer.

### 7. Return of Goods

7.1 Goods shall not be returned to Kidicraft Ltd for credit or replacement without Kidicraft Ltd's prior written consent. Where buyer refused to accept goods from the carrier, buyer shall be liable to pay costs and charges consequently incurred.

7.2 Any goods found to be defective may be returned to Kidicraft Ltd for credit or replacement subject to buyer first notifying Kidicraft Ltd of its intention to make a return and obtaining Kidicraft Ltd's written acknowledgement.

7.3 Kidicraft will not make refunds against credit balances – these have to be satisfied by the purchase/s of product/s

### 8. Title

8.1 Legal and beneficial title to the goods shall remain with Kidicraft Ltd and buyer shall ensure safe custody of the goods and be fully accountable to Kidicraft Ltd until (a) Kidicraft Ltd has received full payment (including any accrued interest) for the goods supplied by Kidicraft Ltd to buyer at that time or (b) until the goods are sold by buyer to a third party in accordance with condition 8.3 below.

8.2 Notwithstanding the above, risk in the goods shall pass to buyer at the time of delivery of the goods.

8.3 Notwithstanding buyer's continuing payment obligations to Kidicraft Ltd as bailee of the goods, buyer shall be entitled to sell the goods and pass title in the same to third parties in the normal course of its business before payment in full has been received or until otherwise notified by Kidicraft Ltd in writing. Until such time as all sums owed by buyer to Kidicraft Ltd under all contracts between them have been paid, buyer shall ensure safe custody of the goods.

8.4 Buyer shall forthwith notify Kidicraft Ltd of the whereabouts of the goods (a) if Kidicraft Ltd notifies buyer that it is in breach of any of the terms of this contract, or (b) if Kidicraft Ltd notifies buyer that it considers for any reasonable cause that the goods are in jeopardy.

8.5 Immediately upon buyer's receipt of such notice from Kidicraft Ltd pursuant to condition 8.4 above:

8.5.1 Buyer's authority to sell and possess the goods shall automatically (and without any requirement for notice or any other act) end;

8.5.2 all proceeds of the sale of the goods made by buyer prior and all amounts due from buyer to Kidicraft Ltd under all contracts between Kidicraft Ltd and buyer shall be paid to Kidicraft Ltd; and

8.5.3 all goods which are the property of Kidicraft Ltd shall be immediately delivered to Kidicraft Ltd and Kidicraft Ltd shall have the right to enter upon or into any land, buildings, vehicles or other property where the goods or any part of them are situated, or are reasonably thought to be situated, and repossess them.

### 9. Liability

9.1 Except as expressly provided in these terms and conditions, Kidicraft Ltd shall not be liable to buyer in respect of any warranty, representation, guarantee, condition or term whether expressed or implied by statute, trade custom or otherwise howsoever. In particular, and notwithstanding the foregoing, Kidicraft Ltd shall not be liable for any claim; whether arising in contract, tort (including negligence) or otherwise for consequential, economic, special or other indirect loss or damage, as well as any loss of profits suffered by buyer resulting directly or indirectly from the supply of the goods to the buyer. These terms and conditions do not exclude any liability in respect of any claim relating to personal injury or death.

9.2 Nothing in these terms and conditions shall act to exclude any implied terms and conditions concerning Kidicraft Ltd's title to sell the goods, the suitability of goods for a particular purpose, or the buyer's statutory rights.

9.3 Any liability upon Kidicraft Ltd in respect of goods sold pursuant to these terms and conditions shall be limited to replacement of the goods in question or refund/credit of the price, as Kidicraft Ltd may in its absolute discretion consider appropriate.

### 10. Restrictions on export

For the purpose of protecting the distributors, agents and licensees of Kidicraft Ltd and other persons with whom Kidicraft Ltd has a similar continuing relationship ("distributors"), buyer shall not resell the goods to any person in any other country than that originally supplied to.

### 11. Contract not assignable

The contract shall be personal to buyer and buyer shall not assign any of its rights under the contract without the prior written consent of Kidicraft Ltd.

### 12. Waiver of rights

No delay or omission on the part of Kidicraft Ltd or buyer to exercise or avail themselves of any rights under these terms and conditions shall operate as a waiver of any such rights.

### 13. Severability

If any part of any term or condition contained in these terms and conditions shall be invalid or unenforceable then the remainder of such term or condition and all the rest of these terms and conditions shall remain valid and enforceable.

### 14. Jurisdiction

Each contract shall be governed by English Law and be subject to the non-exclusive jurisdiction of the English Courts.