

Conditions of Sale

1. Definitions

- A. **“Buyer”** means the customer purchasing goods.
- B. **“Conditions”** means these conditions of sale as amended by the Seller from time to time.
- C. **“Contract”** means the contract between the Seller and the Buyer for the sale of Goods, formed when the Seller accepts an Order in accordance with clause 4 and incorporating these Conditions.
- D. **“Goods”** means all carbon fibre materials, composites, fabrics, prepregs, resins, consumables and related products supplied by the Seller.
- E. **“Order”** means the Buyer's order for Goods as submitted to the Seller.
- F. The Buyer and Seller are each a **“Party”** and together means the **“Parties”**.
- G. **“Price”** means the price for the Goods as set out in the Seller's quotation or Order confirmation, inclusive of delivery charges, but exclusive of VAT, unless otherwise stated.
- H. **“Seller”** means Carbon Fibre CLT UK, a company incorporated in England and Wales with company number 16951170, with registered address at 128 City Road, London, United Kingdom, EC1V 2NX.

2. Application

These Conditions apply to and are incorporated into every Contract. They supersede any terms or conditions of sale previously issued by the Seller. Any terms or conditions submitted by the Buyer shall not form part of the Contract, notwithstanding any statement to the contrary in the Buyer's invoice.

3. Quotations

Quotations remain valid for 30 days unless otherwise stated, after such 30 day period, the Price may change. Quotations are subject to stock availability.

4. Orders

Orders are accepted only when confirmed in writing by the Seller. Once accepted, cancellations or amendments to an Order may only be made with the Seller's prior written agreement and may incur charges at the Seller's discretion.

5. Price

Prices are exclusive of VAT. Export duties and local taxes are the sole responsibility of the Buyer.

6. Payment

- A. Payment terms are:
 - i. New customers: payment is required on a proforma basis unless credit terms have been approved in writing. 50% is payable upfront; the remaining 50% is due on delivery.
 - ii. Approved credit accounts: payment is due within 30 days of the invoice date.

- B. Late payments will accrue interest at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until the date of actual payment.
- C. The Seller reserves the right to suspend delivery of any outstanding Orders or cancel any credit terms if any payment becomes overdue.
- D. The Buyer shall make all payments in full without any deduction, withholding, set-off or counterclaim. Ownership of the Goods remains with the Seller until the Seller has received payment in full. Until title passes, the Buyer shall hold the Goods as bailee for the Seller, store them separately and clearly identified as the Seller's property, and shall not pledge or charge the Goods.

7. Delivery

- A. Delivery dates are estimates only.
- B. The Seller shall not be liable for delays caused by:
 - i. manufacturers
 - ii. shipping companies
 - iii. customs clearance
 - iv. force majeure events
- C. Risk passes to the Buyer upon delivery.

8. Inspection

- A. The Buyer shall inspect all Goods immediately upon delivery and shall notify the Seller in writing of any apparent Defect (as defined in clause 8B) within five working days of delivery, as further set out below.
- B. For the purposes of these Conditions, "**Defect**" means any non-conformance of the Goods with the Contract, including: (i) shortages; (ii) transit damage; or (iii) incorrect Goods. Claims in respect of any apparent Defect must be notified to the Seller in writing within five working days of delivery.
- C. Any Defect not apparent on delivery must be notified to the Seller in writing within 30 days of the date on which the Buyer discovered or ought reasonably to have discovered the Defect.

9. Returns

- A. No Goods may be returned without the Seller's prior written authorisation. The Buyer must submit a written return request to the Seller as follows: (a) in respect of Goods alleged to contain an apparent Defect, within the notification period in clause 8B; (b) in respect of Goods alleged to contain a latent Defect, within the notification period in clause 8C; and (c) in all other cases, within 14 days of delivery. The Seller shall have sole discretion whether to grant authorisation.
- B. Special-order, custom-cut or bespoke Goods are non-returnable save where they contain a Defect notified in accordance with clause 8.
- C. Goods authorised for return must, at the time of return:
 - i. be unused
 - ii. remain in original packaging

iii. be in resalable condition

D. Goods returned without prior written authorisation, or otherwise not in compliance with clause 9C, may be rejected by the Seller and returned to the Buyer at the Buyer's cost.

10. Product Information

Technical information supplied by the Seller is provided in good faith. The Buyer remains responsible for determining whether the Goods are suitable for their intended application. Testing by the Buyer is recommended before production use.

11. Warranty

- A. The Seller warrants only that Goods supplied conform to the manufacturer's specification at the time of delivery.
- B. Save as expressly set out in these Conditions, all other warranties, conditions and representations, whether express or implied by statute (including the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982), common law or otherwise, are excluded to the fullest extent permitted by law.
- C. The Seller's sole liability for any breach of the warranty in this clause 11 shall be, at the Seller's option, to repair or replace the defective Goods or to credit the Buyer with the Price of such Goods, provided that defective Goods are returned to the Seller at the Buyer's cost.

12. Limitation of Liability

- A. To the fullest extent permitted by law, the Seller shall not be liable for:
 - i. indirect loss
 - ii. loss of profit
 - iii. production downtime
 - iv. consequential damages
 - v. loss arising from incorrect use or storage
- B. The Seller's total aggregate liability to the Buyer under or in connection with each Contract (whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed the Price paid for the specific Goods giving rise to the claim.
- C. Nothing in these Conditions shall limit or exclude the Seller's liability for death or personal injury caused by the Seller's negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

13. Storage of Composite Materials

Certain carbon fibre products require refrigerated or frozen storage. The Buyer is responsible for ensuring correct storage immediately upon delivery. The Seller accepts no liability for deterioration of Goods resulting from incorrect handling or storage after delivery.

14. Force Majeure

The Seller shall not be liable for any delay or failure to perform its obligations under a Contract caused by any event beyond its reasonable control (a "Force Majeure Event"), including:

- transport disruption
- supplier shortages
- pandemics
- strikes

- natural disasters
- government restrictions

If a Force Majeure Event continues for more than 30 consecutive days, either party may terminate the affected Contract by written notice to the other, without liability to either party except for any payment obligation already accrued.

15. Intellectual Property

All drawings, specifications, catalogues and technical documentation provided by the Seller remain the Seller's property and must not be copied, disclosed to third parties or used other than for the purpose for which they were supplied, without the Seller's prior written consent. The Buyer shall not reverse-engineer or otherwise attempt to derive any formulation, specification or process from the Goods.

16. Governing Law

These Conditions and each Contract shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute arising out of or in connection with these Conditions or any Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17. Entire Agreement

These Conditions, together with any quotation and Order confirmation issued by the Seller, constitute the entire agreement between the parties in relation to the Goods and supersede all prior representations, agreements and understandings.

18. Severance

If any provision of these Conditions is held to be invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deleted without affecting the enforceability of the remaining provisions.

19. Waiver

No failure or delay by the Seller to exercise any right or remedy shall constitute a waiver of that right or remedy. A waiver of any breach shall not constitute a waiver of any subsequent breach.

20. Variation

No amendment or variation to these Conditions shall be effective unless agreed in writing and signed by a director of the Seller.

21. Contact

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