

Caledan - Terms & Conditions



 CALEDAN


Made in Wales

1 Definitions and Interpretations

1.1 In these Conditions:-

- "Business Day"** means any day other than a Saturday, Sunday or Bank Holiday in England;
- "Buyer"** means the person who accepts a quotation or offer of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller;
- "Conditions"** means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
- "Contract"** means the contract for the purchase and sale of the Goods under these Conditions;
- "Delivery Date"** means the date on which the Goods are to be delivered as agreed by the Seller;
- "Goods"** means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;
- "Month"** means a calendar month;
- "Price"** means the price set out in the Seller's quotation or offer or, if there is no such price, as otherwise listed in the Seller's published price list or such other price as may be agreed in writing by the Seller and the Buyer.
- "Seller"** means Caledan Limited a company Registered in England and Wales under number 07657520 whose registered office is at Unit 13 North Road, Penalta Industrial Estate, Penalta, Hengoed, CF82 7SS;
- "Writing"** means any communication effected by letter or email.
- "Design Agreement"** means a separate written agreement entered into between the Seller and a client for the provision of design services.
- "Goods"** includes, without limitation, light gauge steel framing systems, loadbearing wall panels, floor cassettes, roof structures, infill framing, non-loadbearing framing, secondary steelwork, accessories and associated components supplied by the Seller.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Application of Conditions

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 The Buyer shall be deemed to have accepted these Conditions upon the earlier of:

- (a) placing an order with the Seller;
- (b) accepting any quotation issued by the Seller;
- (c) accepting delivery of the Goods;
- (d) making payment in respect of the Goods; or
- (e) otherwise acting in a manner consistent with the existence of a contract for the supply of the Goods.

3 Basis of Sale

3.1 The Seller's employees or agents are not authorised to make any representations or claims concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Conditions shall be binding unless agreed in writing between duly authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller. No contract for the sale of Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods or has accepted an order placed by the Buyer, by whichever is the earlier of:-

3.3.1 the Seller's written acceptance;

3.3.2 delivery of some or all of the Goods by the Seller; or

3.3.3 the Seller's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3.5 **Unless expressly agreed under a separate written Design Agreement** signed by authorised representatives of both parties, no design services are provided under these Conditions.

Any design services undertaken by the Seller shall be governed exclusively by the Seller's Design Agreement in force at the time of appointment and shall not be governed by these Conditions.

Where no Design Agreement has been executed, the Seller shall be deemed to be acting solely as a supplier of Goods and not as a designer, consultant, specifier, engineer or dutyholder.

The supply of Goods, technical information, product literature, test evidence, project discussions, specification assistance, BIM content, CAD details, Revit content, calculations or similar information shall not constitute the provision of design services, shall not create a professional appointment and shall not give rise to any design responsibility on the part of the Seller.

3.5A Indicative Designs

From time to time the Seller may, at its absolute discretion, provide indicative layouts, budget designs, preliminary calculations, concept drawings, feasibility studies, budget estimates, BIM models or similar information for tendering, budgeting, feasibility or coordination purposes only ("Indicative Design"). Unless expressly stated otherwise in a Design Agreement signed by authorised representatives of both parties, any Indicative Design:

- (a) is not suitable for construction;
- (b) shall not be relied upon for design, procurement, manufacture, installation or regulatory compliance purposes;
- (c) does not constitute design services;
- (d) does not create any design responsibility on the part of the Seller; and
- (e) is used entirely at the Buyer's risk.

The Seller accepts no liability whatsoever arising from the use, reliance upon or application of any Indicative Design by any person.

4 Orders and Specifications

No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by a duly authorised representative of the Seller.

4.1 The specification for the Goods shall be that set out in the quotation or offer issued by the Seller or as otherwise determined to be applicable by the Seller unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list, which is available upon request, or in multiples of the Seller's quotation or offer as specified. Orders received for quantities other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and the contents shall not be binding on the Seller.

4.1A Buyer-Supplied Information: The Buyer warrants that all drawings, dimensions, specifications, schedules, quantities, design information, performance requirements and other information supplied to the Seller are complete, accurate and suitable for their intended purpose. The Seller shall be entitled to rely upon such information without independent verification and shall have no liability whatsoever arising from any error, omission, inaccuracy or inadequacy contained therein.

4.1B Buyer Specification Risk Transfer: Where the Goods are supplied in accordance with dimensions, drawings, specifications, schedules or requirements provided by the Buyer or others on the Buyer's behalf, the Seller accepts no responsibility whatsoever for the practicability, suitability, safety, performance, regulatory compliance or fitness for purpose of the Goods in relation to the intended application. The Buyer acknowledges that no quotation, order acknowledgement, supply of Goods, technical discussion, meeting attendance or provision of information by the Seller shall be construed as approval, verification or acceptance of any design, specification or proposed application

4.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements applicable as made known to the Seller by the Buyer or, where the Goods are to be supplied to the Seller's specification, which in the sole opinion of the Seller do not materially affect their quality or performance.

4.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

5 Price of the Goods

5.1 Where the Seller has quoted a Price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 60 days only or such other time as the Seller may specify.

5.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost of the Goods to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions).

5.3 The Price is exclusive of any applicable value added tax which shall be added as applicable.

5.4 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer if and when they are returned undamaged to the Seller at the Buyer's expense.

6 Terms of Payment

- 6.1 Unless specifically agreed in writing to the contrary, the Seller shall invoice the Buyer for the net sum due for the Goods on or at any time after despatch of the Goods.
- 6.2 Invoices are based on the quantity and condition of goods and at weights established by the Seller when the Goods leave the Seller's factory or warehouse.
- 6.3 The Buyer shall pay the price of the Goods on the payment date stated in the Contract or, if no express provision for the time of payment is contained in the Contract, within 30 days after the date of invoice whether or not delivery has taken place and/or that title in the Goods has not passed to the Buyer. Receipts for payment will be issued only upon request.
- 6.4 All payments shall be made to the Seller without any deduction, credit or set off whatsoever unless the Seller agrees otherwise in writing. The Seller may apply any payment received from the Buyer against any outstanding invoice or debt due from the Buyer at the Seller's absolute discretion.
- 6.5 The Seller shall be entitled at any time to give notice in writing to the Buyer that no further credit will be allowed to the Buyer. In such an event the Buyer shall be required to make immediate payment in respect of goods already shipped and no further goods will be delivered to the Buyer prior to receipt of payment notwithstanding any payment terms to the contrary contained in the Contract.

7 Delivery

- 7.1 Delivery of the Goods shall take place at the place agreed by the Seller and the Buyer or, if no specific place has been agreed, at the Seller's place of business.
- 7.2 If the Buyer requests that the date for delivery is delayed, the Seller may, at its absolute discretion, accept or reject the Buyer's request. If the Seller accepts the Buyer's request the Seller shall be entitled to issue an invoice for the Goods on the original date for delivery as if delivery had occurred on that date.
- 7.3 Notwithstanding anything to the contrary in these conditions, if for any reason the Buyer will not or is unable to accept delivery of any of the Goods when they are available for delivery, or the Buyer fails to collect the Goods when notified they are ready for collection, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:-
- 7.3.1 Goods will be deemed to have been delivered;
- 7.3.2 risk in the Goods will pass to the Buyer;
- 7.3.3 the Seller may require the Buyer to pay for the Goods;
- 7.3.4 the Seller may (without prejudice to its other rights and remedies) store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage, transportation, handling or other charges and insurance) incurred by the Company as a result (plus an administrative charge of 10%); and
- 7.3.5 the Company may sell the Goods to any other party at any time and, after deducting all costs and expenses, charge the Buyer for any loss and/or damage incurred.
- 7.4 The Buyer will provide at its risk and expense appropriate equipment and labour at the point of delivery for loading or unloading the Goods.
- 7.5 The Company reserves the right, where delivery is to be made in bulk, to deliver up to 10% more or less than the quantity ordered, the Buyer shall not be entitled to reject the Goods or any of them by reason of the surplus or shortfall and the Company shall charge for the Goods in accordance with the quantity actually delivered.
- 7.6 The Company reserves the right to deliver all or any of the Goods in advance of the estimated delivery date.
- 7.7 The Company may deliver the Goods in separate instalments. Each instalment may be invoiced separately and, if so, shall be paid for in accordance with the Contract. Failure by the Company to deliver any one or more of the instalments in accordance with these Conditions, or any claim by the Buyer in respect of any one or more instalment, shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.8 Where delivery of the Goods is to be made by the Seller in bulk measured by weight, the Seller reserves the right to deliver up to three per cent more or three per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.
- 7.9 The Seller shall not be liable for any costs incurred by the Buyer for whatever reason after delivery of the Goods is deemed to have taken place.
- 7.10 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:-
- 7.10.1 force majeure
- 7.10.2 act of God, explosion, flood, tempest, fire or accident;
- 7.10.3 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

- 7.10.4 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 7.10.5 import or export regulations or embargoes;
- 7.10.6 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 7.10.7 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 7.10.8 power failure or breakdown in machinery
- 7.10.9 any act or omission of the Buyer, including any delay in providing information or failure to do so.

8 Risk and Property

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer as follows:-
 - 8.1.1 in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or
 - 8.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 8.3 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable

9 Warranties and Liability

- 9.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification and will be of satisfactory quality.
- 9.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 9.3 Save as is specifically agreed in writing the Seller does not warrant that the Goods are fit for any particular purpose.
- 9.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.5 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection may be replaced free of charge or, at the Seller's sole discretion, the Seller may refund or credit to the Buyer the price of the defective Goods but the Seller shall have no further liability to the Buyer. Replacement, refund or credit shall be the Buyer's sole and exclusive remedy
- 9.6 The Buyer shall ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory and other regulatory requirements and that the storage and handling of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.
- 9.7 Without prejudice to any other right or remedy of the Seller if the Buyer is in breach of any of the terms of the Contract, or any other contract with the Seller, the Seller may without notice and at its sole discretion determine any contract with the Buyer so far as any goods or Goods remain to be delivered or may suspend performance of its obligations under any such contract until the Buyer's default is made good.
- 9.8 If the Buyer requires the Seller to provide a warranty to any other party it shall make this known to the Seller prior to the Seller providing the Price and the Seller will make allowance for its additional costs within the Price, failing which the Seller shall not be obliged to enter into such a warranty. A copy of the warranty which the Seller shall provide is available upon request. In no circumstances shall the Seller provide any other form or warranty, irrespective of any provision to the contrary that may be in the Buyer's order or any other document provided by or relied upon by the Buyer.

9.8A Building Safety and Dutyholder Responsibilities

The Seller supplies Goods only under these Conditions. Nothing in these Conditions, nor the supply of Goods, technical information, test evidence, specification assistance or ancillary support by the Seller, shall be construed as appointing or designating the Seller as Client, Principal Designer, Principal Contractor, Contractor, Installer, Dutyholder, Accountable Person or any equivalent role under the Building Safety Act 2022, the Building

Regulations, the Construction (Design and Management) Regulations 2015, applicable Welsh building safety legislation or any successor legislation.

Responsibility for compliance with such legislation shall remain with the parties responsible for the design, procurement, construction, installation and regulatory compliance of the Works.

The Buyer acknowledges that the Seller is acting solely as a supplier of Goods and not as a designer, contractor, installer or dutyholder.

9.8B Technical Information and Test Data

Any technical information, test evidence, assessments, certifications, product literature, specifications, drawings, calculations, reports, guidance, recommendations or other information supplied, referenced or made available by the Seller are provided for general information purposes only in connection with the Goods.

Whether prepared by the Seller or any third party, the Seller gives no warranty, representation or undertaking as to the accuracy, completeness, suitability, applicability, interpretation or continued validity of such information.

The Seller shall have no responsibility or liability whatsoever for the use, interpretation, reliance upon or application of any such information by the Buyer or any third party.

Fire, acoustic, thermal, structural, durability, weather resistance and any other performance information shall apply only to the specific products, constructions, test arrangements, assessments or systems to which such information relates and shall not constitute a warranty, representation or assurance that any project-specific construction, installation or application will achieve identical or comparable performance.

The Buyer shall be solely responsible for satisfying itself, and for obtaining its own professional advice where necessary, as to the suitability of the Goods and any associated information for the intended application, design, specification, construction methodology and regulatory compliance requirements of the Works.

The provision of such information by the Seller shall not constitute design services, specification responsibility or acceptance of any dutyholder obligation whatsoever.

The Seller shall have no obligation to review, verify, validate, update or monitor any such information, whether prepared by the Seller or any third party.

For the avoidance of doubt, where design services are undertaken by the Seller pursuant to a separate Design Agreement, the Seller's obligations shall be limited solely to those expressly set out within that Design Agreement.

The provisions of this Clause shall apply whether the relevant information is supplied directly by the Seller, made available through the Seller's website, literature, technical publications, digital content, BIM content, marketing material or otherwise enters the public domain.

9.8C Limitation of Liability

To the fullest extent permitted by law, the Seller's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the Contract Price actually received by the Seller in respect of the Goods giving rise to the claim.

The Seller shall not be liable for any indirect, consequential or special loss or damage, nor for any loss of profit, loss of revenue, loss of business, loss of contracts, loss of opportunity, loss of goodwill, business interruption or increased financing costs.

The Buyer acknowledges that the Price of the Goods has been calculated on the basis of the limitations and exclusions contained within these Conditions.

9.8D Notification of Claims

The Buyer shall notify the Seller in writing of any claim arising out of or in connection with the Goods within 28 days of becoming aware, or when it ought reasonably to have become aware, of the circumstances giving rise to the claim. Failure to provide such notice may be taken into account in determining the validity and extent of any claim.

9.8E Buyer Responsibility

The Buyer acknowledges that it is solely responsible for determining the suitability of the Goods for the intended application and for obtaining any design, engineering, fire, acoustic, thermal, regulatory or other professional advice required in connection with the Works.

9.9 Nothing in these Conditions shall operate so as:-

9.9.1 to exclude the Seller's non-excludable liability in respect of death or personal injury caused by the negligence of the Seller or its servants whilst acting in the course of their employment or its agents whilst acting in the course of their engagement;

9.9.2 to affect the statutory rights of the Buyer where Goods are sold to a Buyer dealing as a consumer within the meaning of The Unfair Contract Terms Act 1977; or

- 9.9.3 to exclude the application of Section 12 of the Sale of Goods Act 1979;
- 9.9.4 to exclude liability for fraudulent misrepresentation on the part of the Seller or by its servants whilst acting in the course of their employment or its agents whilst acting in the course of their engagement.

10 Buyer's Default

- 10.1 If the Buyer fails to make any payment as required by these Conditions or is otherwise late in making such payment then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
- 10.1.1 terminate the Contract or suspend any further deliveries to the Buyer;
- 10.1.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
- 10.1.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 12 per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 10.2 This Condition applies if:-
- 10.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
- 10.2.2 the Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
- 10.2.3 an party takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 10.2.4 the Buyer ceases, or threatens to cease, to carry on business or otherwise makes any arrangement with its creditors which the Seller, at its absolute discretion, considers to be adverse to the Seller's interests; or
- 10.2.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer.
- 10.3 If Condition 10.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to terminate the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11 Confidentiality, Publications and Endorsements

- 11.1 The Buyer undertakes to the Seller that:-
- 11.1.1 the Buyer will regard as confidential the Contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;
- 11.1.2 the Buyer will not use or authorise or permit any other person to use any name, trade mark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, notepaper, visiting cards, advertisements or other printed or electronic matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller;
- 11.1.3 the Buyer will use all reasonable endeavors to ensure compliance with this condition by its employees, servants and agents. This Condition shall survive the termination of the Contract.

12 General

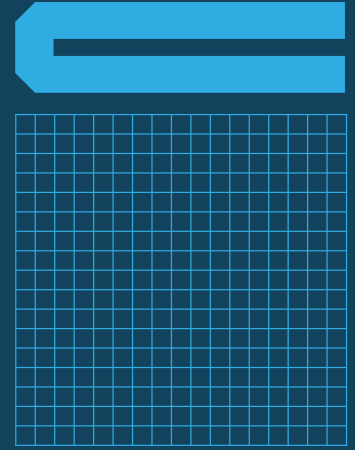
- 12.1 The Buyer may not assign the benefit of the Contract without the written consent of the Seller.
- 12.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.3 Any failure or delay by the Seller in enforcing in whole or part any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Further, no waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 12.5 A person who is not a party to these conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 12.6 These Conditions constitute the entire agreement between the parties in relation to the supply of the Goods and supersede all previous discussions, correspondence, negotiations and understandings between them.

The Buyer acknowledges that it has not relied upon any statement, representation, assurance, recommendation or guidance not expressly contained within these Conditions.

13 **Dispute Resolution**

- 13.1 In the event of any conflict between these Conditions and any purchase order, subcontract, framework agreement or other document issued by the Buyer, these Conditions shall prevail unless expressly agreed otherwise in writing by a Director of the Seller.
- 13.2 In the event any dispute or difference arises between the Seller and the Buyer out of or in connection with the Contract, the parties will attempt to resolve it through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with the mediation rules issued by the Centre for Effective Dispute Resolution as applicable immediately before the submission. If mediation does not resolve the entire dispute, any outstanding issues may be submitted to the courts of England and Wales.
- 13.3 In the event that the Seller provides both Goods and design services in connection with the same project:
- (a) the supply of Goods shall be governed exclusively by these Conditions;
 - (b) the provision of design services shall be governed exclusively by the Design Agreement; and
 - (c) no provision of either agreement shall be construed as extending the obligations, liabilities or responsibilities arising under the other.
- 13.4 The Contract shall be governed by the laws of England & Wales.

Caledan Accreditations & Memberships



Caledan is proud to hold the following accreditations and memberships, demonstrating our commitment to quality, compliance, and industry best practice:

SCI / NHBC Stage 1: Confirming system compliance with NHBC Chapter 6.1 Light Gauge Steel Framed Walls and Floors.

BS EN 1090: Demonstrating compliance with the Construction Products Regulation (CPR) and conformity with European standards.

BS EN 9001: Ensuring quality assurance and full traceability throughout our production processes.

BS EN 14001: Certifying that all panels are manufactured under a robust Environmental Management System.

SCI (Steel Construction Institute): Reinforcing our commitment to innovation, best practice, and alignment with the latest steel design and construction standards.

FIS (Federation of Interior Systems): Representing our professionalism and credibility within the fit-out, finishes, and interiors sector.

BOPAS: (Building Off-Site Property Assurance Scheme): Providing assurance of product performance and durability, with a certified minimum design life of 60 years.





Penalta Industrial Estate
13 North Road
Ystrad Mynach
Hengoed
CF82 7SS
© 2025 Caledan

+44 (0)1443 862 975
info@caledan.co.uk
www.caledan.co.uk

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