

Terms & Conditions of Sale

1. Definitions

- 1.1 "Buyer" means the person(s) or company whose Order for the Goods is accepted by the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed separately in writing by the Seller prior to acceptance of an Order.
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.
- 1.4 "Delivery Date" means the expected date specified by the Seller when the goods are to be delivered.
- 1.5 "Goods" means any goods or services supplied or to be supplied by the Seller to the Buyer.
- 1.6 "Order" means the Buyer's order for the Goods, as set out in the Buyer's purchase order form or the Buyer's written acceptance of the Seller's quotation as the case may be.
- 1.7 "Price" means the price for the Goods excluding carriage, packaging insurance and VAT which shall be set out in the Order, or, if no price is quoted in the Order, which shall be the price set out in the Seller's published price list in force as at the date of delivery.
- 1.8 "Seller" means Charcroft Electronics Limited.
- 1.9 "Working Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

In these Conditions, the following rules apply: a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); a reference to a party includes its personal representatives, successors or permitted assigns; a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted; a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to writing or written includes faxes but not e-mails.

2. Conditions Applicable

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation or order of similar documents.
- 2.2 All Orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these

Conditions. An Order shall only be deemed to be accepted by Seller when it issues a written acceptance of the Order, or when it takes steps to deliver the Goods that are the subject of an Order, whichever is the earlier, at which point the Contract shall come into existence.

2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. The Price and Payment

3.1 The Price of the Goods shall be quoted by the Seller upon receipt of an Order. The Seller may, by giving notice to the Buyer at any time up to 7 Working Days before delivery, increase the Price to reflect any increase in the cost to the Seller which is due to factors occurring after the making of the contract of sale which are beyond the reasonable control of the Seller (including but not limited to, foreign exchange fluctuations, taxes and duties and the cost of labour materials and other manufacturing costs of the Seller or the Seller's suppliers, any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or their specification, any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions), provided that the Buyer may cancel this contract within 7 Working Days of any such notice from the Seller. The Price is exclusive of VAT which will be due at the rate ruling on the date of the Seller's invoice. Prices for Goods are in £ sterling unless the Seller has agreed the price in another currency. Where Goods are to be delivered in installments ("Scheduled Delivery") the Price will be that applicable at the time of despatch of the first batch of Goods but, where Scheduled Delivery may continue for a period of 90 days or more, the Seller reserves the right to charge the Buyer further amounts if any of the foregoing conditions apply.

3.2 Payment of the Price and VAT shall be due within 30 days end of month unless other payment terms have been agreed. Time for payment shall be of the essence. If notified by the Seller in writing prior to the acceptance of the Seller's quotation the Seller may require full or part payment of the Price by the Buyer before the Goods are delivered. This payment will be a part payment of the Price.

3.3 Interest on overdue invoices shall accrue from the date when payment becomes overdue from day to day until the date of payment of the sums owing, in full, at the rate determined by the provisions of the Commercial Debts (Interest) Act 1998 or 2% above Barclays Bank Plc base rate in force from time to time (whichever shall be the higher figure) and shall accrue at such rate after as well as before any judgment.

3.4 If the Buyer fails to make any payment on or before the due date then without prejudice to any of the Sellers other rights (including the right to charge interest) the Seller may:

3.4.1 suspend or cancel deliveries of any articles due to the Buyer; and/or

3.4.2 appropriate any payment made by the Buyer to such of the Goods or (Goods supplied under any other

contract with the Buyer) as the Seller may in its sole discretion think fit.

3.5 The Price shall exclude the cost of delivery packaging and insurance which when supplied by the Seller shall be due from the Buyer in addition to the Price.

3.6 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set off or counterclaim which the Buyer may have or allege to have or for any reason whatsoever.

4. Buyer's Insolvency or Incapacity

4.1 If the Buyer becomes subject to any of the events listed in clause

4.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.

4.2 For the purposes of clause 4.1, the relevant events are:

4.2.1 the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

4.2.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

4.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

4.2.4 (being an individual) the Buyer is the subject of a bankruptcy petition or order;

4.2.5 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

4.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;

4.2.7 (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has

appointed an administrative receiver;

4.2.8 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;

4.2.9 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause

4.2.1 to clause 4.2.8 (inclusive);

4.2.10 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

4.2.11 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

4.2.12 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

4.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

5. The Goods

5.1 Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures or on its website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

5.2 Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:

5.2.1 such discrepancy in quantity shall not exceed 5%; and

5.2.2 the Price shall be adjusted pro rata to the discrepancy.

5.3 The Seller will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given by the manufacturer of Goods. In addition, the Seller will, free of charge, repair or, at the Seller's option, replace Goods which are proved to the reasonable satisfaction of the Seller to be damaged or defective due to faulty materials, workmanship or design. This obligation will not apply:

5.3.1 if the defect arises because the Buyer has altered or repaired such Goods without the written consent of the

Seller;

5.3.2 because the Buyer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;

5.3.3 if the Buyer has failed to notify the Seller of any defect in accordance with these Conditions where the defect should have been reasonably apparent on reasonable inspection; or

5.3.4 if the Buyer fails to notify the Seller of the defect within 12 months (or such other period as the Seller shall specify at the time of acceptance of the order for the Goods) of the date of despatch of the Goods or performance of the Services.

5.4 Any replacement Goods made or Goods repaired under this Condition will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Goods. Any Goods which have been replaced will belong to the Seller.

5.5 The Buyer grants to the Seller and its employees, agents and representatives a right to enter onto its premises to effect any repair or replacement under this Condition. The Buyer shall ensure that the Seller's employees, agents and representatives are provided with a safe and secure working environment while at its premises.

5.6 Except as set out above, the Seller's sole obligation and liability, should any Goods prove damaged or defective in accordance with this Condition, shall be limited to, at the Seller's option, the repair or replacement of the relevant Goods or the refund of the price paid for the relevant Goods.

5.7 Except as set out in these Conditions, this Condition is the Seller's sole obligation and the Buyer's sole remedy for defective Goods and is accepted by the Buyer in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship of the Services and all such representations, conditions and warranties are excluded. Without prejudice to any other Conditions set out herein, all Goods should only be used for recommended or approved uses stated by the manufacturer of the Goods and the Seller accepts no liability for any use made of the Goods.

6. Warranties and Liabilities

6.1 Nothing in these Conditions shall limit or exclude the Seller's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

6.2 Subject to clause 6.1:

Document Number: D1420-QTY - Issue : 04 - Date: 30/5/2022



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6.2.1 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

6.2.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price actually paid by the Buyer for the Goods].

6.3 The Seller will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given by the manufacturer of Goods. In addition, the Seller will, free of charge, repair or, at the Seller's option, replace Goods which are proved to the reasonable satisfaction of the Seller to be damaged or defective due to faulty materials, workmanship or design. This obligation will not apply:

6.3.1 if the defect arises because the Buyer has altered or repaired such Goods without the written consent of the seller;

6.3.2 because the Buyer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;

6.3.3 if the Buyer has failed to notify the Seller of any defect in accordance with these Conditions where the defect should have been reasonably apparent on reasonable inspection; or

6.3.4 if the Buyer fails to notify the Seller of the defect within 12 months (or such other period as the Seller shall specify at the time of acceptance of the order for the Goods) of the date of despatch of the Goods or performance of the Services.

7. Delivery of the Goods

7.1 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

7.2 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept the delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within three months of the Delivery Date.

7.3 The goods shall be delivered to the Buyer at the Buyers address. The risk in the Goods shall pass to the Buyer upon such delivery taking place excepting where Goods have been collected from the Sellers address by the Buyer's agent. The risk in the Goods will then pass to the Buyer upon leaving the Sellers address.

7.4 Where the Seller has agreed to arrange for the carriage of the Goods to the Buyers address, any insurance which the Buyer reasonably directs the Seller to incur shall be reimbursed by the Buyer without any set off or other

withholding whatever and shall be due on the date for payment of the price. The carrier shall be deemed to be the Buyer's agent.

7.5 The Seller may agree to deliver the Goods by way of Scheduled Delivery (as defined in Condition 3.1) in accordance with an agreed delivery schedule. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

7.6 The failure of the Buyer to pay for any one or more of the said instalments of the Goods on the due dates shall entitle the Seller at the sole option of the Seller:

7.6.1 without notice to suspend further deliveries of the goods pending payment by the Buyer; and/or

7.6.2 to treat this contract as repudiated by the Buyer.

8. Acceptance of the Goods

8.1 The buyer shall inspect the Goods on delivery and shall within 2 days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or sample. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and they Buyer shall be deemed to have accepted the Goods.

8.2 The Buyer shall notify the Seller of any non delivery of consignment within seven days of the date of despatch (as stated on the invoice). Notwithstanding the receipt by the Seller of any such notice a clear signature on the carriers delivery advice sheet shall be deemed to signify receipt of the consignment indicated on the advice sheet.

8.3 If the Goods are not in accordance with the contract for any reason the Buyers sole remedy shall be limited to the Seller making good any shortage by replacing any such Goods or, if the seller shall elect by refunding a proportionate part of the Price.

9. Title and Risk

9.1 The Goods shall be at the Buyer's risk as from the date of delivery.

9.2 In spite of delivery having been made title in the Goods shall not pass from the Seller to the Buyer until:

9.2.1 the Buyer shall have paid the Price plus VAT and any other applicable charges (including but not limited to delivery and insurance) in full; and

9.2.2 no other sums whatever shall be due from the Buyer to the Seller.

9.3 Until title in the Goods passes to the Buyer in accordance with clause

9.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall

store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as Sellers property and at all times shall keep them insured against all reasonable risks to the full value of the Goods in accordance with clause 9.8.

9.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyers business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyers own behalf and the Buyer shall deal as principal when making such sales or dealings. Until title in the Goods passes from the Seller to the Buyer, the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with any other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.

9.5 The Seller shall be entitled to recover the Price (Plus VAT) and other amounts due to it from the Buyer notwithstanding that title in any of the Goods has not passed from the seller.

9.6 Until such time as title in the Goods passes from the Seller the Buyer shall upon request deliver up to the Seller such of the Goods as have not ceased to be in existence or been sold. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under Clause 9.4 shall cease.

9.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness of any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

9.8 The Buyer shall insure and keep insured the Goods to the full price against "all risks" to the reasonable satisfaction of the Seller until the date of delivery of the Goods and shall whenever requested by the Seller produce a copy of the policy of insurance without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

10. Remedies of Buyer

10.1 Where the Buyer accepts or has been deemed to have accepted any goods then the Seller shall have no liability whatever to the Buyer in respect of those goods.

10.2 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

11. Cancellation

The Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Goods. The Seller shall not

be liable for any loss or damage whatever arising from such cancellation. No cancellation can be accepted by the Seller if Goods have been manufactured or purchased upon receipt of an Order or if the Goods have been delivered.

12. New Accounts

A Buyer wishing to open a credit account must furnish such information as may be requested by the Seller and the Seller may make a search with a credit reference agency. The Seller reserves the right in its absolute discretion to grant, refuse or discontinue any credit facilities or reduce or suspend any credit limit at any time.

13. Use of Personal Data

"Personal Data" means, in relation to any Buyer, or any representative of a Buyer who is (in either case) a living individual, any data from which (whether alone or in combination with other information held by the Seller) the Seller can identify that Buyer or that representative, regardless of how and when that data is provided. The Seller may process Personal Data for all purposes contemplated in these Conditions or arising in the context of the relationship between the Seller and the Buyer including:

- i. Deciding whether to enter into any contract or arrangement with that Buyer. This may include conducting credit reference searches against a Buyer or its representatives and the disclosure of information to the relevant agency as to how that Buyer conducts its account, and other anti-fraud or identity checks;
- ii. Order fulfillment, administration, customer services, profiling the Buyer's purchasing preferences and to help to review, develop and improve the company's business and the goods and services it offers;
- iii. Direct marketing of the Company's products and services;
- iv. Crime prevention or detection.

The processing of the Personal Data may involve:

- i. The disclosure of that Personal Data to the Seller's service providers and agents;
- ii. The disclosure of that Personal Data to third parties whose products and services the Company believes may be of interest to that Buyer or representative;
- iii. The transfer of Personal Data outside of the EEA, including to countries whose laws may not provide adequate protection to Personal Data. The Seller will only transfer Personal Data outside the EEA to companies who have guaranteed to the Seller the same level of protection as that Personal Data would have received in the UK. If, at any time, the Buyer or its representatives does not wish his or her Personal Data to be used for any or all of the above

purposes, he or she should contact the Seller. For more information on the Seller's use of personal data please see the Seller's privacy policy on its website.

14. Returns, and the Distance Selling Regulations

14.1 If the Buyer is buying as a 'consumer', as defined in The Consumer Protection (Distance Selling) Regulations 2000, the Buyer may, provided he or she has taken reasonable care of the Goods, have the right to return the Goods and be repaid the price paid in respect of them.. Your legal right to cancel a Contract starts from the date of the dispatch of the Goods, which we will notify to you and which is when the Contract between us is formed. If the Goods have already been delivered to you, you have a period of 7 (seven) Working Days in which you may cancel, starting from the day after the day you receive the Goods.

14.2 To return Goods, the Buyer must notify the Seller in writing and return the Goods, in their original packaging, within the 7 day period to the Seller clearly quoting the Returns Material Authorisation Number (RMA), Buyer's account number and order number on the outside of the package. Goods should be returned first class with proof of posting and the Buyer is responsible for payment of all postage costs unless the Goods supplied are substitutes for items actually ordered by the Buyer.

14.3 In respect of certain Goods the Seller may prefer to arrange collection itself and, if requested, the Buyer will allow the Seller to collect the Goods and will assist in the arrangements for the Goods' collection. All reasonable costs of collection will be borne by the Buyer. The Buyer is responsible for the care and custody of the Goods pending their return or collection. Following receipt of Goods which comply with this Condition, the Seller will refund to the Buyer the price paid in respect of the Goods. Any Goods that have been supplied with a Certificate of Conformance released to CECC or BS regulations are unable to be returned at all due to traceability restrictions.

14.4 Where clauses 14.1 to 14.3 do not apply, prior to returning any Goods to the Seller for any reason, the Buyer must contact the Seller to obtain a RMA. All Goods are returned at the Buyer's risk and expense and should be undamaged by the Buyer and in their original packaging. The Buyer is responsible for returning Goods to the Seller and for providing proof of delivery of such return.

14.5 The Seller operates a 7 Working Days return policy. To be accepted for return on this basis, Goods should be returned for receipt by the Seller within 7 days of despatch. The Buyer should return the Goods to the Seller clearly quoting the RMA, Buyer's account number and order number on the outside of the package.

14.6 Any Goods returned after 7 days as 'unwanted' or 'incorrectly ordered' may only be accepted at the discretion of the Seller but will be subject to a minimum restocking fee of 20% of the Price. Goods ordered as manufactured specifically upon receipt of Order cannot be returned unless faulty, not fit for purpose, or do not match their description.

14.7 Goods that consist of software or are specially constructed or contain any of the hazardous substances referred to in Directive 2002/95/EC on the Restriction of the Use of Certain Hazardous Substances in Electrical or Electronic Equipment ('RoHS') may not be returned under this Condition.

14.8 Any Goods which are non-stock items may not be returned under this Condition. Any static-sensitive Goods or moisture sensitive components (MSL) supplied in sealed packaging may not be returned if the blister or 'peel' packs in which they are supplied have been opened, tampered with or damaged. Any Goods that have been supplied with a Certificate of Conformance released to CECC or BS regulations are unable to be returned at all due to traceability restrictions due to traceability restrictions.

15. Promotions

In the event that the Seller sends promotional material to the Buyer in relation to goods or services available from the Seller, these Conditions shall apply to all Goods purchased from such material.

16. Export

The Buyer is responsible at its own expense for obtaining any licence and complying with any export regulations in force within the United Kingdom and in the country for which the Goods are destined. Certain Goods imported from the United States of America by the Seller are subject to specific restrictions. With respect to goods manufactured in or originating from the United States, the Buyer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities and shall not import, export or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such U.S. or foreign law or regulation. The Buyer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the Goods. The Seller reserves the right not to supply certain customers or countries and to require from the Buyer full details of the end use and final destination of the Goods.

17. Force majeure

The Seller shall not be liable to the Buyer in any manner or be deemed to be in breach of these Conditions because of any delay in performing or any failure to perform any of the Seller's obligations under this Contract if the delay or failure was due to any cause beyond the Seller's reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or

inability to obtain or a delay in obtaining supplies of Goods or labour). The Seller may, at its option, delay the performance of, or cancel the whole or any part of a Contract.

18. General

18.1 Assignment and subcontracting: The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.

18.2 Notices: Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or fax. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Working Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3 Severance: If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.4 Waiver: A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

19. Law of Contract

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

Document Number: D1420-QTY - Issue : 04 - Date: 30/5/2022



Charcroft - Challenge Accepted

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