

TERMS AND CONDITIONS OF SALE

Version 1.0

1. DEFINITIONS

In these Conditions:

Buyer means the person, firm, company, organisation or other entity purchasing Goods and/or Services from the Seller.

Conditions means these Terms and Conditions of Sale.

Contract means the agreement between the Seller and the Buyer for the supply of Goods and/or Services.

Goods means any products, materials or equipment supplied by the Seller.

Order means the Buyer's order for Goods and/or Services.

Seller means **Cosmos Solutions Group Ltd.**

Services means any services supplied by the Seller.

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales.

2. APPLICATION OF THESE CONDITIONS

2.1 These Conditions apply to all quotations, Orders, Contracts and supplies made by the Seller.

2.2 These Conditions shall prevail over any terms and conditions contained or referred to in any document submitted by the Buyer unless expressly agreed in writing by the Seller.

2.3 No variation to these Conditions shall be binding unless agreed in writing by an authorised representative of the Seller.

2.4 The Seller's Customer Returns Policy and any supplementary product-specific conditions form part of these Conditions and shall apply to the relevant Goods and Services supplied.

2.5 By placing an Order with the Seller, the Buyer is deemed to have accepted these Conditions.

3. QUOTATIONS

3.1 Any quotation provided by the Seller is an invitation to treat and does not constitute a contractual offer.

3.2 Quotations are valid for thirty (30) days from the date of issue unless otherwise stated.

3.3 The Seller reserves the right to withdraw or amend any quotation prior to acceptance.

3.4 Clerical errors, omissions and typographical mistakes may be corrected by the Seller at any time.

4. ORDERS

4.1 All Orders submitted by the Buyer shall be subject to acceptance by the Seller.

4.2 A Contract shall only come into existence when the Seller issues an order acknowledgement, confirms acceptance in writing, or dispatches the Goods.

4.3 The Seller reserves the right to refuse any Order.

4.4 Once accepted, an Order may not be cancelled by the Buyer without the Seller's prior written consent.

4.5 Orders for bespoke, customised, made-to-order, special-order, non-stocked or direct-manufacturer products may not be cancelled once accepted by the Seller unless agreed in writing.

4.6 Bespoke, customised and special-order Goods are non-returnable except where faulty or supplied incorrectly.

5. PRICE

5.1 All prices are exclusive of VAT unless otherwise stated.

5.2 VAT shall be charged at the applicable rate prevailing at the tax point date.

5.3 Delivery, installation, assembly and other applicable charges may be added to the invoice.

5.4 The Seller reserves the right to correct genuine pricing errors before dispatch.

5.5 The Seller reserves the right to adjust prices following acceptance of an Order where increases arise due to:

- manufacturer price increases;
- exchange rate fluctuations;
- increases in freight or transport costs;
- increases in duties, taxes or regulatory charges;
- circumstances beyond the Seller's reasonable control.

5.6 Where a material price increase occurs before dispatch, the Seller shall notify the Buyer and the Buyer may cancel the affected Order if it does not accept the revised price.

6. PAYMENT

6.1 Payment shall be made in accordance with the credit terms agreed between the Seller and the Buyer.

6.2 Unless otherwise agreed in writing by the Seller, all invoices are payable 30 days end of month following the invoice date.

6.3 Time for payment shall be of the essence.

6.4 The Seller reserves the right, at its sole discretion, to:

- suspend further deliveries;
- withdraw credit facilities;
- require payment in advance for future Orders; and/or
- cancel any outstanding Orders,

Where any amount due from the Buyer remains unpaid beyond the agreed payment terms.

6.5 The Seller may charge interest on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with any statutory compensation and reasonable recovery costs.

6.6 The Buyer shall indemnify the Seller for all reasonable costs incurred in recovering overdue debts, including legal fees, court costs and debt collection agency charges.

6.7 The Buyer shall make all payments in full without deduction, withholding, counterclaim or set-off unless required by law or expressly agreed in writing by the Seller.

6.8 The Seller reserves the right to review and amend credit limits and payment terms at any time where it reasonably considers there to be a change in the Buyer's financial standing or payment performance.

7. DELIVERY

7.1 Delivery dates are estimates only, and time for delivery shall not be of the essence.

7.2 The Seller shall use reasonable endeavours to meet estimated delivery dates but shall not be liable for any delay.

7.3 Delivery shall take place when the Goods arrive at the delivery address specified by the Buyer.

7.4 The Buyer shall provide safe and suitable access for delivery.

7.5 Additional delivery charges may be incurred where delivery cannot be completed due to the Buyer's actions, omissions or site conditions.

7.6 The Seller may make delivery by instalments.

7.7 Any shortage, damage or delivery discrepancy must be reported in accordance with the Seller's Customer Returns Policy.

8. RISK AND TITLE

8.1 Risk in the Goods shall pass to the Buyer upon delivery.

8.2 Legal and beneficial ownership of the Goods shall remain with the Seller until all monies owed by the Buyer to the Seller have been paid in full.

8.3 Until ownership passes:

- a) the Buyer shall store the Goods separately;
- b) the Goods shall remain readily identifiable as the Seller's property;
- c) the Buyer shall maintain the Goods in satisfactory condition;
- d) the Buyer shall not remove, alter or obscure any identifying marks.

8.4 The Seller shall have the right to enter any premises where the Goods are located to recover Goods for which payment remains outstanding.

9. INSPECTION AND CLAIMS

9.1 The Buyer shall inspect the Goods immediately upon delivery.

9.2 Claims relating to shortages, damage, defects or incorrect Goods must be notified in accordance with the Seller's Customer Returns Policy.

9.3 Failure to notify the Seller within the applicable timescales may result in the claim being rejected.

10. RETURNS

10.1 Returns shall be governed by the Seller's Customer Returns Policy and any applicable supplementary returns policies.

10.2 No Goods may be returned without prior authorisation from the Seller.

10.3 Acceptance of any return remains at the Seller's discretion except where otherwise required by law.

10.4 Any credit issued in respect of returned Goods shall be subject to the applicable deductions, restocking fees and collection charges set out in the relevant returns policy.

11. WARRANTIES

11.1 The Seller warrants that Goods supplied shall materially conform to the manufacturer's specification at the time of delivery.

11.2 The benefit of any manufacturer's warranty shall be passed to the Buyer where available.

11.3 The Seller shall not be liable for defects arising from:

- a) misuse;
- b) neglect;
- c) improper installation;
- d) improper storage;
- e) unauthorised modification;
- f) fair wear and tear;
- g) failure to follow the manufacturer's instructions.

11.4 The Seller's obligations under this clause shall be limited to repair, replacement or credit at its discretion.

12. LIMITATION OF LIABILITY

12.1 Nothing in these Conditions shall exclude or limit liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) any liability which cannot lawfully be excluded.

12.2 Subject to Clause 12.1, the Seller shall not be liable for:

- loss of profit;
- loss of revenue;
- loss of business;
- loss of anticipated savings;
- loss of contracts;
- loss of goodwill;
- indirect or consequential loss.

12.3 Subject to Clause 12.1, the Seller's total aggregate liability arising from any Contract shall not exceed the total value of the Goods and/or Services supplied under that Contract.

13. FORCE MAJEURE

13.1 The Seller shall not be liable for any delay or failure in performance resulting from circumstances beyond its reasonable control, including but not limited to:

- acts of God;
- adverse weather;
- fire;
- flood;
- pandemic;
- epidemic;
- industrial disputes;
- transport disruption;
- supplier failure;
- war;
- terrorism;
- government action;
- shortage of labour or materials.

13.2 The Seller may suspend or cancel performance during any Force Majeure event without liability.

14. DATA PROTECTION

14.1 Each party shall comply with its obligations under applicable UK data protection legislation.

14.2 The Seller may process personal data for legitimate business purposes associated with the Contract.

14.3 The Seller's Privacy Policy shall apply to the processing of personal data where relevant.

15. TERMINATION

15.1 The Seller may terminate or suspend any Contract immediately if:

- a) the Buyer fails to make payment when due;
- b) the Buyer becomes insolvent or enters administration, liquidation or a similar process;
- c) the Seller reasonably believes the Buyer may be unable to meet its financial obligations.

15.2 Termination shall not affect any rights or remedies accrued before termination.

16. GENERAL

16.1 If any provision of these Conditions is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16.2 Failure by either party to enforce any right shall not constitute a waiver of that right.

16.3 The Buyer may not assign, transfer or subcontract its rights or obligations without the Seller's prior written consent.

16.4 The Seller may assign or transfer its rights and obligations under any Contract.

16.5 These Conditions constitute the entire agreement between the parties and supersede any prior discussions, representations or agreements relating to their subject matter.

16.6 Nothing in these Conditions creates a partnership, joint venture or agency relationship between the parties.

17. GOVERNING LAW AND JURISDICTION

17.1 These Conditions and any Contract formed under them shall be governed by and construed in accordance with the laws of England and Wales.

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Conditions or any Contract.

Incorporation of Returns Policy

The Cosmos Solutions Group Ltd Customer Returns Policy, together with any applicable supplementary conditions relating to furniture, interiors, bespoke goods, facilities supplies or other specialist product categories, forms part of these Terms and Conditions of Sale and shall apply to all relevant Contracts.