



Terms and Conditions

Definitions

All orders are accepted, and goods and/or services supplied by **Kelvra Ltd** only on the basis of Kelvra's terms and conditions. **Kelvra Ltd** shall be referred to throughout the following terms and conditions (these 'Conditions') as 'the Company', 'we' 'us' or 'our'.

In these Conditions 'the Customer' shall mean any person (legal or otherwise) or entity who purchases Goods and/or Services (both as defined below) from the Company and 'Goods' shall mean (from time to time) any goods supplied by the Company to a Customer and purchased by a Customer from the Company; and 'Services' shall mean (from time to time) any services supplied by the Company to a Customer and purchased by a Customer from the Company. All orders are accepted, and Goods and/or Services supplied by us only on the basis of these Conditions.

1. Variations

No variation to these Conditions shall apply unless specifically agreed to in writing by the Company. By placing an order with us the Customer

- (a) offers to buy Goods and/or Services from us on the terms of business set out in these Conditions and
- (b) waives any conditions or stipulations (whether oral or written) in or made at the time of that order (or in the Customer's own terms and conditions of purchase) which impose or seek to impose the Customer's own terms and conditions of purchase (insofar as such conditions or stipulations or terms and conditions of purchase are at variance with these Conditions). No offer from the Customer to buy Goods and/or Services from the Company shall be deemed to have been accepted by the Company until either
 - i. an order confirmation in respect of the Goods and/or Services (the 'Order Confirmation') has been sent by the Company to the Customer; or
 - ii. the Goods have been delivered to the Customer and/or we have started to provide the Customer with the Services, at which point a legally binding contract of sale between the Company and the Customer in respect of the Goods and/or Services shall be formed (a 'Contract').

2. Prices

Due to fluctuations in costs the Company reserves the right to amend any prices and price related terms without prior notice, although every effort will be made to maintain, and to invoice the Goods and/or Services at, the prices stated in each Order Confirmation.

3. Descriptions

All descriptive specifications, drawings and particulars of performance and dimensions of Goods are approximate only. Descriptions and/or illustrations contained in or on the Company's price lists, brochures, website and/or other advertising materials are intended merely to present a general idea of the Goods and/or the Services described therein. Such descriptions and/or illustrations are not guaranteed in any way to be accurate and shall not form part of the Contract.

4. Discrepancies

Any discrepancy between Goods, Services and/or invoices received by the Customer from the Company and Goods and/or Services set out in the Order Confirmation must be notified to us by the Customer in writing either within 3 days of the date on which the Goods were delivered to the Customer or within 3 days from the date on which we started to provide the Customer with the relevant Services; otherwise we cannot accept liability.



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5. Settlement of invoices

Unless otherwise stated in writing by the Company, settlement of our invoices is due by the last day of the calendar month immediately following the calendar month in which the invoice is rendered. Interest will be charged by us at 4% per annum over Royal Bank of Scotland base rate from time to time on any overdue sums.

6. Returned goods

Goods may be returned only with our prior agreement and will, unless otherwise stated in writing by the Company, be subject to either a 15% handling charge on the full invoice price, or cost of the Carriage & Handling fee if the order has already been consigned to the carrier for delivery, whichever is greater. Special order Goods sourced or manufactured to the Customer's specific requirements by the Company may not be returned to the Company for credit.

7. Supply of services

The Company shall supply the Services to the Customer using reasonable skill and care in all circumstances and in accordance with any Order Confirmation in all material respects. The Company shall use its reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

8. Warranty

In respect of Goods we supply, the relevant manufacturer's warranty shall operate in place of all other warranties. In respect of the Services, we warrant to the Customer that they will be provided using reasonable skill and care. The Customer shall be solely responsible for:

- (i) ensuring that Goods are suitable for the purpose(s) for which it intends to use them;
- (ii) providing the Company, its employees, agents, consultants and subcontractors with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services; and
- (iii) preparing the Customer's premises to receive the supply of the Services.

9. Limitation of liability

- (i) any breach of these Conditions or the Contract by the Company;
- (ii) any use made by the Customer of the Goods or resale by the Customer of Goods (or of any product incorporating any such Goods);
- (iii) any use made by the Customer of the Services (or the product or output of the Services); and
- (iv) any representation, statement or delictual act or omission (including negligence) of the Company arising under or in connection with the Contract, the Company's entire financial liability shall be as detailed in (a) to (c) below:

(a) All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by the Consumer Rights Act 2015) are, to the fullest extent permitted by law, excluded from the Contract (although nothing in these Conditions excludes or limits the liability of the Company:-

- (i) for death or personal injury caused by the Company's negligence; or
- (ii) for any matter for which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (iii) for fraud or fraudulent misrepresentation).

(b) Subject to paragraph (a) above the Company's total liability to the Customer in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Company's performance of its obligations under the Contract shall be limited to the full price payable for



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the Goods and/or the Services supplied to the Customer under the Contract (exclusive of VAT). Furthermore, the Company shall not be liable to the Customer or to any other person (legal or otherwise) or entity in any way for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or for any claims for consequential compensation or damages or loss whatsoever (and howsoever caused) which arise out of or in connection with the Contract.

(c) The Company shall not be liable to the Customer or to any other person (legal or otherwise) or entity in any way for any loss of profit, loss of business, depletion of goodwill, damages or loss whatsoever (and howsoever caused) which arise out of or in connection with the non-performance of any Goods supplied by the Company pursuant to the Contract.

10. Legal construction

These Conditions and the Contract shall in all respects be governed by and construed in accordance with Scots law and the Company and the Customer agree to submit to the non-exclusive jurisdiction of the courts of Scotland.

11. Risk

Goods supplied by us shall be entirely at the Customer's risk from the date such Goods are delivered to the address stated in the Order Confirmation (or the Customer's purchase order if no Order Confirmation has been sent).

12. Title

Title to (i.e. ownership of) Goods supplied by us shall not pass to the Customer unless and until all sums due and payable to us by the Customer (including, without limitation, the price of the relevant Goods) have been paid to us in full. Until ownership of the Goods has passed to the Customer, the Customer shall:

- (i) hold the Goods at all times on a fiduciary basis as the Company's trustee;
- (ii) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property
- (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; maintain the Goods in satisfactory condition; and not affix the Goods in any way to any other property(ies) or object(s) whatsoever.

The Customer's right to possession of Goods shall terminate immediately if:

- (i) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or assets or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- (ii) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or the Customer encumbers or in any way charges any of the Goods (each hereinafter referred to as an 'Insolvency Event').



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The Company shall be entitled to recover payment for Goods notwithstanding that ownership of any of the Goods has not passed from the Company to the Customer. Furthermore, the Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

13. Delivery

Delivery dates and times stated in an Order Confirmation (or the Customer's purchase order if no Order Confirmation has been sent) are approximate and given in good faith. No responsibility can be accepted by the Company for any delay in delivery or costs incurred thereby.

14. Force majeure

The Company reserves the right to (i) defer the date of delivery of the Goods or the date of performance of the Services; (ii) cancel the Contract; or (iii) reduce the volume of the Goods and/or Services to be supplied by the Company to the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company (including, without limitation, acts of God (including, without limitation, volcanic eruption), governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials). The Company shall not be liable to the Customer if Goods are prevented from being delivered by the Company or the Company is unable to perform the Services due to any such circumstances beyond the reasonable control of the Company.

15. Insolvency

In the event of an Insolvency Event occurring, we reserve the right to demand immediate payment from the Customer of all sums due and payable under the Contract (which payments shall then be made by the Customer) and to suspend any outstanding deliveries of Goods or the performance of the Services immediately (without any liability on our part to the Customer in our so doing).

16. Payment and security

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Pound Sterling.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorise us to charge your chosen payment provider for any such amounts upon placing your order.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.