

1. GENERAL

- 1.1. In these conditions the following words shall have the following meanings:-
 - 1.1.1. "the Company", "Us", "We" or "Our" means CT Pyro Group Limited, a Company registered in England with number 10856730 and any subsidiary or associated company such as Chestnut Trading Limited (company registration 5496483) and Cosmic Fireworks Ltd (company registration 7694620). All of which have registered office at Unit 2 Binbrook Technical Park, Binbrook, Market Rasen, England, LN8 6HF.
 - 1.1.2. "the Customer" or "You" means the individual, firm or other party with whom the Company contracts.
 - 1.1.3. "Supply" includes (but is not limited to) any supply under a contract of sale.
- 1.2. No order received by Us pursuant to any quotation or otherwise shall be binding on Us unless and until such order is accepted by Us on Our standard Acknowledgement of Order form.
- 1.3. Any contract made between Us and You ("the Contract") shall be deemed to incorporate and be subject to these terms and conditions.
- 1.4. Save as otherwise mentioned in these terms and conditions any representations or terms inconsistent with these terms and conditions made by any of Our representatives or agents shall be binding on Us. No such variations to these terms and conditions shall be binding on Us unless confirmed in writing by one of Our Directors.
- 1.5. Unless otherwise agreed in writing by Us these terms and conditions shall, where inconsistent with any of Your terms and conditions of contract, take precedence over the terms and conditions stipulated or referred to by You in Your order or pre-contract negotiations or over any terms or conditions implied by law, trade customs, practice or course of dealing between Us and You that are inconsistent herewith.
- 1.6. You are deemed to accept that any description contained in the Company's catalogues, samples, price lists or other advertising materials (as the case may be) is intended to present a general picture of Our products and shall not form a representation or part of the Contract.
- 1.7. These terms and conditions, having been published on our website, will be deemed to have been notified to, and been accepted by, You and shall consequently be deemed to be incorporated to the Contract between Us and You.
- 1.8. The Company reserves the right to correct any clerical or typographical errors in any Contract between Us and You made by any of its representatives, agents or employees but only to the extent that such corrections shall not materially affect the obligations of either party arising under such Contract.

2. INFRINGEMENT OF PROPRIETARY RIGHTS

- 2.1. If the use of any goods, materials, information or instruction supplied by Us shall infringe any patent or other rights of a third party (wherever such rights may be situate, and whether or not registered) we shall have no liability to You in respect of such infringement, and You shall keep us safe, harmless and fully and effectually indemnified from and against any claims, damages, awards or liabilities arising out of such infringement, whether such use is made by You or any of Your Customers or any person authorised by such Customer in the use thereof.

3. PRICE

- 3.1. Subject to any agreement to the contrary Our quotations are provisional and we reserve the right to amend the same:-
 - 3.1.1. so as to take into account any changes in the price of raw materials, rates of wages and other costs of production taking place between the date of quotation and Our acceptance of Your order;
 - 3.1.2. if Your specification, instructions or design change between the date of quotation and Our acceptance of Your order; or
 - 3.1.3. if You order part only of the quantity referred to in any quotation.
- 3.2. We may increase Our prices at any time so as to take into account any increase to the cost to Us of purchasing any goods or materials or manufacturing, working on or supply of any goods (including any such

increase arising from any error or inadequacy in any specification, instruction or design provided by You to Us or from any modification carried out by Us at Your direction), the Contract price at the date on which the goods are dispatched by Us or our agents to You being substituted by such increased price and being binding on You.

- 3.3. The price, whether the original price or the price substituted under the provisions of condition 3.2 above shall be exclusive of VAT.
- 3.4. You shall pay and discharge any and all taxes, duties and any other charges, expenses or other costs imposed by a governmental organisation or otherwise, in respect of the goods.

4. DELIVERY, RISK AND FORCE MAJEURE

- 4.1. Unless otherwise agreed in writing by the Company: -
 - 4.1.1. You shall take delivery of the goods or any instalment thereof at Our premises within 14 days after receiving notification from Us that such goods are ready.
 - 4.1.2. Risk in the goods or any part thereof shall pass to You on the date and at the time notified by Us to You that the goods are to be collected by You.
- 4.2. If We agree to deliver goods to You You shall, at Our request, give Us all necessary instructions for such delivery and in such event We shall be entitled to add to the Contract price a reasonable charge for packing and delivery. Once the goods have entered the location specified for such delivery the goods shall be at Your risk.
- 4.3. We reserve the right to deliver or notify You that We require the collection of (as the case may be) some of the goods to be supplied under the Contract as soon as they are ready for delivery. In such event We shall be entitled to invoice You separately for such goods.
- 4.4. Subject to the above and subject to any agreement in writing between Us and You the risk in goods which We are to supply under the Contract shall pass to You on the date, notified by Us to You, that the goods are ready for delivery ("the Notified Delivery Date").
- 4.5. We shall not be liable for any loss or damage sustained by any goods not collected by You on the Notified Delivery Date howsoever caused and whether or not attributable to negligence on Our part or to the negligence or wilful default on the part of any of Our servants, agents or employees.
- 4.6. If We are delayed in (or prevented from making) the delivery of the goods due to war, governments or parliamentary restrictions, strikes, lock-outs, fire, floods, explosions, heat bans, labour disturbances, trade disputes, damage to or destruction of the goods (whether at source of supply, during transportation to Us, or while held by Us), breakdown of machinery, shortages of labour or of raw materials, shipping disruption and delays, or Act of God or due to any other cause whatsoever beyond Our reasonable control We shall have the right to cancel or suspend Your order without incurring any liability for any loss or damage arising from therefrom. If we are so delayed (or prevented) we shall use our best endeavours to meet the order as originally placed and the Contract between Us shall be deemed amended so that Your obligation to pay for and Our obligation to supply shall apply to the volume or quantity of goods actually supplied and not as originally placed.
- 4.7. While We shall endeavour to deliver the goods by any date or within any period agreed upon, such dates and periods are estimates only given in good faith and We shall not be liable to You or to any of Your customers for any failure to deliver by such a date or within such a period.
- 4.8. We shall be entitled to defer delivery until cleared funds due from You have been received.

5. PAYMENT

- 5.1. Unless credit terms have been expressly agreed by the Company in writing payment for goods shall be made in full prior to or on delivery.
- 5.2. Unless otherwise specified in writing by Us, the net payment for goods or any instalment thereof shall be made by the Customer not later than thirty days after the date of invoice unless specified on the face of the invoice.
- 5.3. Time for payment shall be of the essence under the Contract.

- 5.4. Without prejudice to any of Our other rights interest will be payable by You to Us on all overdue accounts at the rate of 5% (per month or part month) above the Bank of England base rate from time to time, compounded and for the purposes of paragraphs 6 and 9 hereof, the full purchase price of the goods shall not have been paid unless and until any interest due has been paid to Us.
- 5.5. In order to prevent any allegations of money-laundering:-
- 5.5.1. We have, at Our discretion, set a cash payment limit of £8,000.00.
- 5.5.2. No cash payments in excess of £8,000.00 will be accepted from You in payment for goods.
- 5.5.3. Any such payments being:-
- 5.5.3.1. a single cash payment of £8,000.00 or more for goods;
- 5.5.3.2. several cash payments for a single transaction totalling £8,000.00 or more, including a series of payments and payments on account;
- 5.5.3.3. cash payments totalling £8,000 or more which appear to have been broken down into smaller amounts so that they come below the high value payment limit.
- 5.6. All accounts beyond Our credit terms will be passed to Our debt collection agency, Sinclair Goldberg Price Ltd. All accounts, without exception, will be subject to a surcharge of 15% plus vat to cover Our costs in recovery. These accounts will also be subject to the addition of all legal costs incurred by Us in pursuing the recovery from You of all monies due to Us whether before or after judgment.

6. DEFAULT IN PAYMENT AND CANCELLATION

- 6.1. If You fail to make payment when it becomes due or shall enter into any composition or any arrangement with Your creditors or if, being an incorporated company, You shall have a receiver appointed or shall pass a resolution for winding up or a Court shall make an order to that effect or if there shall be any breach by You of any of the terms and conditions hereof We may defer or cancel any deliveries and treat the contract of which these conditions form part as terminated but without prejudice to Our rights to seek payment of the unpaid balance of all monies due from You to Us for any and all goods already delivered and to seek payment by way of damages for any loss suffered in consequence of such determination.
- 6.2. You may not cancel the contract save at Our discretion.
- 6.3. Your cancellation of the contract will only be accepted by Us on condition that any costs or expenses incurred by Us up to the date of cancellation and all loss or damage resulting to Us by reason of such cancellation will be paid by You immediately on demand.
- 6.4. Your cancellation will only be binding on Us if in writing.
- 6.5. If We accept Your cancellation the order to which such cancellation relates shall not, in whole or in part, be reinstated.
- 6.6. You shall be liable to Us for any costs incurred by Us due to suspension or deferment of any order by You or in the event that You default in collecting, or giving different instructions for delivery of any goods.

7. CUSTOMER'S OBLIGATIONS

You shall:-

- 7.1. ensure that all information and instructions relating to and warnings in respect of the goods supplied by the Us are passed on to and, in a proper and responsible manner, drawn to the attention of all end users of the goods.
- 7.2. ensure (so far as you are able) that all persons using or proposing to use the goods are fully acquainted with the potential dangers of the misuse of the goods.
- 7.3. comply with all legal requirements from time to time in force, and all recommendations or instructions from time to time issued by Us or any Governmental body, relating to the storage of the goods.
- 7.4. obtain and retain a licence to sell and store fireworks under the Explosives Regulations 2014 and thereafter provide a copy of the said licence to Us on request.
- 7.5. Manage, order and accept goods in accordance with Your issued licence.
- 7.6. Not exceed the requirements of the issued licence, unless You have provisions in place that will allow You to do so. If goods are accepted in excess of the amount permitted by the issued licence You shall have full

liability for the consequence of such breach and shall hold Us fully and effectually indemnified from and against all and any actions, claims, costs, damages and awards arising from such breach of the licence terms.

8. LIABILITY

- 8.1. We shall not have any liability for any for damage in transit, shortage of delivery or loss of goods unless You shall have given notice to Us of such damage, shortage or loss with reasonable particulars thereof within 3 days of receipt of the goods or (in the case of total loss) of receipt of the invoice or other notification of despatch.
- 8.2. Our liability, if any, shall be limited to replacing such goods (in so far as replacements at that time are available) or providing a credit note to You for the value of the goods which have not been supplied, it being a condition precedent to any such liability that You shall if so requested have returned the damaged goods to the Us within 14 days of such request.
- 8.3. You shall not be entitled to make any claim against Us for consequential loss arising out of such damage shortage or loss as aforesaid.
- 8.4. You shall inspect the goods immediately upon receipt. Save as otherwise provided in these conditions and subject always to Your appropriate storage of the goods in accordance with the requirements of the appropriate licensing authority (you being deemed to be aware of same) Our liability in respect of any defect in or failure of goods supplied or work done is limited to replacing or paying for the replacement of goods which within one month of delivery to the Customer are found not to be in accordance with BS EN15947 or not in accordance with any part of a Contract.
- 8.5. Our liability in respect of any direct loss or damage sustained by You as a result of such error shall not exceed the price of the goods in respect of which the description is incorrect.
- 8.6. Conditions precedent to any liability that may fall to Us shall be that, as soon as reasonably practicable you shall
 - 8.6.1. give Us full particulars of the defect, failure or error forthwith and in any event within 3 days of discovery of the same or within 3 days of the date when such defect ought to have been discovered; and
 - 8.6.2. have either returned the goods to Us or provided authority for Our servants or agents (at Our request) to inspect them.
- 8.7. Where We agree to replace goods in accordance with the foregoing provisions of this Clause any time specified for delivery under the Contract shall be extended for such period as We may reasonably require.
- 8.8. Provided that You have complied with the obligations under clause 8.6, We shall indemnify You against:
 - 8.8.1. liability for personal injury to or death of any person and damage to property intended for private use and in fact so used, arising by reason of the goods proving defective within the meaning of the Consumer Protection Act 1987; and
 - 8.8.2. liability for personal injury to or death of any person and loss of or damage to property caused by Our negligent act or omission, or by the negligent act or omission of any of Our employees acting in the course of their employment, provided that Our liability in respect of loss or damage to property shall not in any event exceed £500,000 for any event or connected series of events.
- 8.9. We shall have no liability for loss of profits or contracts or other economic indirect or consequential loss whether arising from negligence, breach of contract, breach of statutory duty or otherwise howsoever PROVIDED THAT these conditions shall not affect the statutory rights of a consumer and nothing in these conditions shall exclude or restrict any liability that We may have by virtue of the Consumer Protection Act 1987 or any statutory re-enactment or modification thereof.
- 8.10. The terms implied by section 12 of the Sale of Goods Act 1979 shall apply to the contract between Us and You. Subject thereto and whether or not the contract is a contract of sale, all other conditions, warranties and other terms express or implied, statutory or otherwise, are expressly excluded, save insofar as contained herein or as otherwise expressly agreed by Us in writing PROVIDED that if and insofar as any legislation or any order made thereunder shall make or have made it unlawful to exclude or purport to exclude from the contract any term or shall have made unenforceable any attempt to exclude any such

term, in which event a provision as close to the unlawful exclusion as reasonably possible shall be deemed to be incorporated to such contract in substitution for the unlawful provision.

9. TITLE, LICENCE TO SELL AND INSURANCE

- 9.1. The following provisions shall apply to all goods which We agree to supply to You. No failure by Us to enforce strict compliance with such provisions by You shall amount to a waiver thereof in respect of all or any goods supplied to You and no termination of any contract between Us and You shall prejudice limit or extinguish Our rights under any provision of such a Contract.
- 9.2. Upon delivery of the goods until payment of the full price to Us You shall hold the same as bailee for Us and shall not assert any rights of ownership therein.
- 9.3. Until full payment of the price has been received by Us We shall be entitled to recover the goods or any part thereof and for such purpose We, through Our employees or agents, may, with appropriate transport, enter upon Your premises and any other location where the goods are situated.
- 9.4. We hereby licence and authorise You to sell all or any of the goods and any products incorporating any of them PROVIDED THAT you shall hold Us fully and effectually indemnified against any and all costs, claims and demands arising from use of the goods otherwise than in compliance with BS EN15947.
- 9.5. If payment has not been made to Us for the goods delivered to You You shall immediately on receipt of the proceeds of sale of any of the goods remit to Us the full monies received by You from the sale of any such goods and until such amount has been so remitted shall hold such amount as trustee and agent for Us.
- 9.6. You shall maintain all appropriate insurance in respect of the goods from the date or dates on which the risk therein passes to You until the sale thereof to Your customer.
- 9.7. If any loss or damage occurs to the goods while they remain Our property You shall make a claim against Your insurance thereof and shall, immediately on receipt of the proceeds of such claim, remit to Us the full purchase price of the goods lost or damaged less any part thereof which has already been paid. Until such payment has been remitted to Us You shall hold such amount as trustee and agent for Us.
- 9.8. The licence granted under sub-paragraph 9.4 may be terminable at Our discretion at any time upon notice by Us to You.

10. AMENDMENT TO AN AGREED CONTRACT

- 10.1. We shall have no obligation to agree any requests made by You to vary the terms of a Contract between Us and You once You have placed an Order and it has been acknowledged by Us on Our standard Acknowledgement of Order Form.
- 10.2. The provisions of Clause 10.1 above shall apply (inter alia) to requests from You to change (whether by increase or decrease) the quantity of goods to be supplied by Us to You.
- 10.3. The terms of Our Contract with You shall be deemed amended if the circumstances referred to in Clause 4.6 shall have occurred.

11. EXCLUSION OF LIABILITY

- 11.1. Save as hereinbefore provided and subject to the provision of Section 2(I) of the Unfair Contract Terms Act 1977 We shall not be liable to You for any damage or for any direct or consequential loss sustained by You consequent to any negligence on Our part in connection with the supply of any goods or in the design or manufacture thereof or in carrying out of any work by Us, Our servants, agents or employees.

12. ACCEPTANCE OF GOODS AND RETURNED GOODS

- 12.1 We will have no liability for any loss or damage in the following circumstances: -
 - 12.1.1 where You, Your agents or any third party purporting to represent You sign a carrier's delivery note indicating that the goods were in good condition on delivery.
 - 12.1.2 Where You, Your agents or any third party purporting to represent You signs a carrier's delivery note but qualifies it indicating that the goods were faulty on delivery but where you have failed to send particulars of the alleged faults to Us within the specified times.

- 12.1.3 Where loss may be caused to You arising from late delivery and You fail to notify Us of such late delivery within the specified times
- 12.1.4 Where any loss arises from insufficient quantities being delivered to You where You fail to notify Us of such insufficient quantities within the specified times.
- 12.1.5 Where You are entitled to return goods to Us You must obtain Our written authority to return the same (which must be delivered at Your expense to Our storage depot). In such event We shall provide You with a credit note or acknowledgement of delivery within 14 days of the date the goods were returned to Our storage depot.

13 **COPYRIGHT**

- 13.1 Copyright and all other intellectual property rights of a similar nature in all goods supplied to You by Us shall remain vested in Us. Without prejudice to any other rights which We may have it is a condition of such supply that none of the goods so supplied shall be sold or otherwise disposed of by You to any other firm or company without Our prior written consent.

14 **PROPER LAW**

- 14.1 All contracts between Us and You shall be subject to English law which shall govern in all respects the construction, interpretation and effect of such contracts and these terms and conditions.
- 14.2 You agree any dispute arising out of the contract or the performance thereof shall be subject to the jurisdiction of the courts of England and Wales.

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