



## **Tealwood Group**

# **Terms and Conditions of Sale**

COR-DOC-017 V1

### **1. DEFINITIONS AND ACCEPTANCE**

In these Terms and Conditions, "Seller" means Tealwood Group and "Buyer" means the person or entity purchasing goods or services.

All purchase orders and/or contracts are subject to acceptance by the Seller. Acceptance shall be deemed to occur upon written confirmation or commencement of performance.

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### **2. CANCELLATIONS**

The Buyer may cancel or defer any order only with the Seller's prior written consent and subject to payment for all work completed and costs incurred up to the date of cancellation, including (but not limited to) materials, labour, tooling, engineering, and overheads.

The Seller reserves the right to cancel any order without liability where it is unable to fulfil the order due to circumstances beyond its reasonable control.

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### **3. DELIVERY AND SHIPMENT**

Standard packaging in accordance with normal commercial practice is included in the price. Any special packaging requested by the Buyer shall be charged separately.

Unless otherwise agreed in writing, delivery shall be Ex Works (Incoterms® 2020). The Seller shall select a suitable carrier unless the Buyer specifies otherwise in writing.

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

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### **4. TAXES**

All applicable taxes, including VAT, duties, and levies arising from the sale, delivery, or import of goods shall be the responsibility of the Buyer.

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### **5. PAYMENT TERMS**

Unless otherwise agreed in writing, payment terms are net 30 days from the invoice date.

The Seller reserves the right to suspend or withdraw credit facilities if payment is not made in accordance with agreed terms.

The Buyer shall be responsible for all reasonable costs incurred by the Seller in recovering overdue sums, including legal fees and court costs.

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### **6. SPECIFICATIONS**

The Buyer shall provide clear and complete specifications, drawings, and artwork required for the manufacture of goods.

The Seller shall not be responsible for any errors, defects, or non-conformities arising from incomplete, inaccurate, or ambiguous specifications supplied by the Buyer, provided the Seller has acted reasonably and in accordance with the information supplied.

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### **7. CLAIMS**

The Buyer must inspect all goods upon delivery.

- Claims for missing goods must be notified in writing within 5 days of delivery.
- Claims for defects must be notified in writing within 10 days of delivery.

The Seller shall, at its option, repair, replace, or credit goods proven to be defective.



No claims shall be accepted where goods have been altered, processed, or used in a manner that affects their condition without the Seller's prior written consent.

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#### 8. TOOLING

All tooling, moulds, and fixtures used in the production process remain the property of the Seller, notwithstanding any contribution to cost by the Buyer, unless otherwise agreed in writing.

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#### 9. INTELLECTUAL PROPERTY

The Buyer warrants that any specifications, designs, or instructions provided do not infringe the intellectual property rights of any third party.

The Buyer shall indemnify and hold the Seller harmless against all claims, damages, and expenses arising from any such infringement.

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#### 10. WARRANTY AND LIABILITY

The Seller warrants that goods shall conform to the specifications provided by the Buyer.

To the fullest extent permitted by law:

- All other warranties, whether express or implied (including fitness for purpose and merchantability), are excluded.
- The Seller shall not be liable for any indirect or consequential loss, including loss of profit, business, or opportunity.

The Seller's total liability shall not exceed the value of the relevant order or contract.

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#### 11. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, war, labour disputes, supply shortages, or government actions.

The Seller shall notify the Buyer as soon as reasonably practicable and use reasonable endeavours to mitigate the effects.

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#### 12. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by the laws of England and Wales.

The parties submit to the exclusive jurisdiction of the courts of England and Wales.

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#### 13. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties and supersede all prior agreements, representations, or understandings.

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#### 14. AMENDMENTS

No amendment to these Terms shall be valid unless agreed in writing and signed by both parties.

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#### 15. WAIVER

Any waiver of a breach shall not constitute a waiver of any subsequent breach.

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#### 16. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

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#### 17. LIABILITY FOR FRAUD

Nothing in these Terms shall exclude or limit liability for fraud or fraudulent misrepresentation.

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#### 18. PREVAILING TERMS

These Terms shall prevail over any conflicting terms contained in any purchase order or other document issued by the Buyer unless expressly agreed otherwise in writing.

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#### 19. PORTFOLIO AND MARKETING

The Seller may photograph and use images of completed work for portfolio, marketing, and promotional purposes.

The Buyer may request in writing that specific work remains confidential, and the Seller shall use reasonable efforts to comply with such request.

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#### 20. HEALTH AND SAFETY

The Seller shall carry out risk assessments and comply with applicable health and safety legislation where required.