

Terms and Conditions of Sale

Super 7 Wholesale Limited · Standard Terms and Conditions
for the Sale of Goods · September 2026

1. Definitions & Interpretation

1.1 In these Conditions, the following words shall have the following meaning:

“Buyer” means the person(s), firm or company who purchases the Goods from the Seller;

“Contract” means the pro-forma invoice / invoice between the Seller and Buyer for the sale and purchase of the Goods, incorporating these conditions;

“Goods” means any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them); and

“Seller” means Super 7 Wholesale Limited (registered office 2nd Floor - Parkgates Bury New Road, Prestwich, Manchester, England, M25 0TL, United Kingdom, and Company registration number 07904468)

1.1.1 In these Conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.1.2 In these Conditions, headings will not affect the construction of these Conditions.

2. Application of Terms

2.1 The Contract will be on these Conditions to the exclusion of all other terms or conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No order placed by the Buyer shall be deemed to be accepted by the Seller until a Contract is issued by the Seller.

2.3 Any quotation is given by the Seller on the basis that no Contract shall come into existence until a written Contract is issued by the Seller. Any quotation is valid for 1 day only from its date, provided that the Seller has not previously withdrawn it.

3. Orders & Specifications

3.1 The Seller reserves the right to make any changes to the specification of the Goods to conform to any applicable requirements, or which do not materially affect their quality or performance.

3.2 The Seller reserves the right to reject any order where the Seller believes the Buyer may be in breach of UK VAT,

customs or excise law, or of anti-money laundering regulations, as required by HMRC.

4. Price & Payment

4.1 The price for the Goods (including delivery where applicable) shall be the price set out in the Contract.

4.2 Payment of the price of Goods is due on acceptance of the Contract and prior to despatch of goods, unless otherwise stated on the Contract.

4.3 If the Buyer fails to make full payment on the due date, then without prejudice to any other right or remedy, the Seller shall be entitled to:

- Cancel the contract.
- Appropriate any payment made against purchase of Goods.

4.4 For the purposes of clauses 7.3.5 and 7.4, the events are: the Buyer fails to pay any sum due under the Contract on the due date; the Buyer is unable to pay its debts as they fall due; the Buyer enters into any arrangement with its creditors, has a receiver, administrator or liquidator appointed, or passes a resolution for winding up (other than for a solvent reorganisation); the Buyer ceases, or threatens to cease, to trade; or anything equivalent happens to the Buyer in any country.

5. Description

5.1 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

6. Delivery

6.1 The Seller will deliver the Goods ordered by the Buyer to the address (where applicable) as specified upon acceptance of this Contract. Any changes made to the agreed delivery address prior to the despatch of the Goods, post acceptance of this Contract will be subject to additional costs, which will be passed onto the Buyer, without prior notification from the Seller. Any changes made post acceptance of the Contract, once Goods are in transit will not be accepted.

6.2 Delivery will be made as soon as possible after the Buyer's order is accepted.

6.3 Any dates specified by the Seller for delivery of the Goods are intended to be an estimate, and time of delivery shall not be made the essence by notice. If no dates are specified, delivery shall be within reasonable time.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time

stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

- Store the Goods until actual delivery date and charge the Buyer for the reasonable costs (including insurance) of storage and re-delivery; or
- Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. Risk / Title

7.1 The Goods are at the risk of the Buyer from the time of delivery.

7.2 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full in cleared funds for:

7.2.1 the Goods; and

7.2.2 any other goods or services that the Seller has supplied to the Buyer in respect of which payment has become due.

7.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

7.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;

7.3.2 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

7.3.5 notify the Seller immediately if it becomes subject to any of the events listed in clause 4.4; and

7.3.6 give the Seller such information relating to the Goods as the Seller may require from time to time,

but the Buyer may resell or use the Goods in the ordinary course of its business.

7.4 If before title of the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 4.4, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

8. Liability

8.1 If the Goods delivered are damaged or defective or the delivery is of an incorrect quantity, the Seller shall have no liability to the Buyer unless the Buyer notifies the Seller immediately upon arrival of Goods, whilst the Transporter is still on site. All relevant delivery documentation must clearly indicate damaged or loss of Goods which is to be sent to the Seller together with the notification in writing of the problem within 7 working days of the delivery of the Goods.

8.2 If the Buyer does not receive the Goods ordered by it, the Seller shall have no liability to the Buyer unless the Buyer notifies the Seller in writing of the problem within 40 days of the date of the Contract.

8.3 If the Buyer notifies a problem to the Seller under either Condition 8.1 or Condition 8.2, the Seller's sole and exclusive obligation will be, at the Seller's option:

- To make good any shortage or non-delivery; or
- To replace or repair any Goods that are damaged or defective; or
- To refund to the Buyer the amount paid by the Buyer for the Goods in whatever way the Seller chooses.

8.4 Save as precluded by law, the Seller will not be liable to the Buyer for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising under or in connection with the Contract and the Seller shall have no liability to pay any money to the Buyer by way of compensation other than to refund to the Buyer the amount paid by Buyer for the Goods under Condition 8.3 above.

8.5 The Buyer must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase the Goods from the Seller. The Seller makes no representation and accepts no liability in respect of the export or import of the Goods.

8.6 Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights the Buyer might have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit the Seller's liability to the Buyer for any death or personal injury resulting from the Seller's negligence.

9. Notices

9.1 Unless otherwise expressly stated in these Conditions, all notices from the Buyer to the Seller must be in writing and sent to the Seller in the first instance to Super 7 Wholesale Limited, Beaumont House, Beaumont Road, Banbury, Oxfordshire, OX16 1RH, United Kingdom. The Seller will also accept written notice to the following email address: accounts@super7wholesale.com. All notices from the Seller to the Buyer will be sent to the Buyer's address specified in the Contract.

10. Events Beyond the Seller's Control

10.1 The Seller shall have no liability to the Buyer for any failure to deliver the Goods or any delay in doing so or for any damage or defect to the Goods delivered that is caused by an event or circumstance beyond the Seller's reasonable control including, without limitation, Force Majeure events. Force Majeure Event shall mean an occurrence beyond the control (and not attributable to the fault or negligence) of the party affected, which that party is unable to prevent or provide against by the exercise of reasonable diligence (including, but not limited to: acts of God; expropriation or confiscation of facilities; any form of Government intervention; war; hostilities; terrorist activity; local or national emergency; sabotage or riots; floods or unusually severe weather conditions which could not reasonably have been anticipated; fire; explosions or other catastrophes; national or district strikes or any other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of the Seller's workforce).

11. Invalidity

11.1 If any of these Conditions (or part of any of these Conditions) is unenforceable (including provision in which the Seller excludes its liability to the Buyer) the enforceability of the remaining Conditions (remaining part of any Condition) will not be affected.

12. Third party rights

12.1 Notwithstanding any other provision of the Contract, nothing in the Contract confers or purports to confer any

right to enforce any of its terms on any person who is not a party to it.

13. Governing Law

13.1 This Contract shall be governed by, and construed in all respects in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts to resolve any disputes between the Seller and the Buyer.

14. Entire Agreement

14.1 The Contract incorporating these terms and conditions is the entire understanding and agreement between the parties as to the subject matter hereof, and supersedes all other prior and contemporaneous agreements, representations and understandings of the parties (whether written or oral) in connection herewith.

14.2 These terms and conditions may not be modified except by an agreement in writing made between the parties.

14.3 If any part of these terms and conditions is held to be invalid, void or unenforceable, then it shall be inoperative and void to the extent necessary to comply with law, but the remaining parts shall continue in full force and effect and the rights and obligations of the parties shall be construed as if the terms and conditions did not contain the part held to be invalid, void or unenforceable.

14.4 Occurrence of trade constitutes acceptance of our Standard Terms and Conditions of Sale. In the event of conflict, our Standard Terms and Conditions of Sale will prevail.

Signed

Company

Date