

**GENERAL TERMS AND CONDITIONS OF SALE
CHADWICK TEXTILES LIMITED**

- 1 "Buyer" means the person who accepts an offer or quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
"Conditions" means the standard terms and conditions of sale set out in this document and unless the context otherwise requires includes any special terms and conditions agreed in writing between the Buyer and the Seller;
"Contract" means the contract for the purchase by the Buyer and the sale by the Seller of the Goods;
"Goods" means the goods including any instalments and any parts of them which the Seller is to supply in accordance with the Conditions;
"Payment Terms" means 30 days from the date of the invoice;
"Seller" means Chadwick Textiles Limited trading as "Chadwick Textiles";
"Writing" includes telex, cables, facsimile transmission and comparable means of communication.
- 2 These conditions apply to all contracts for the sale of goods entered into by the Seller. By placing an order with the Seller or accepting the Seller's offer or quotation, the Buyer agrees to deal with the Seller on these Conditions to the exclusion of all other terms, conditions, warranties or representations (unless made fraudulently), whether express or implied, oral or in writing. In particular the signature of the Seller's order form by or on behalf of the Buyer shall be deemed to be an acceptance of the Seller's offer to supply the Goods subject to these Conditions.
- 3 The price of the Goods shall be the list price as disclosed on the Seller's price list in force at the date of the Contract unless otherwise expressly agreed in Writing by the Seller. The price of the Goods for delivery outside the UK shall exclude delivery and insurance costs which shall be additionally paid by the Buyer. Where delivery is to be within the UK and the price of the Goods included in a single delivery is in excess of £1000.00, delivery and insurance costs are to be included unless expressly excluded. For Goods delivered in the UK in a single delivery with a price below £1000.00, delivery and insurance costs will be charged extra. The price of Goods which consist of samples or off-cuts from a roll of fabric will be subject to a 25% uplift over list prices. Unless otherwise stated the price of the Goods is deemed to exclude Value Added Tax (VAT) to the extent that VAT is properly chargeable to the Buyer by the Seller and the Buyer shall pay such tax as an addition to payments otherwise due to the Seller under the Contract.
- 4 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in cost to the Seller due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties or significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer and accepted by the Seller, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 5 Any delivery date given by the Seller is to be understood as merely approximate and binding only if expressly guaranteed in Writing by the Seller. Time of delivery shall not otherwise be of the essence of the Contract and the Buyer shall not be entitled to refuse delivery on account of any delay howsoever caused. The Buyer also agrees to accept partial delivery.
- 6 The quantities of the Goods delivered by the Seller may vary by plus or minus 10% from the amounts specified in the Contract and the Buyer shall pay pro rata for the actual amounts delivered.
- 7 In the event of deliveries or performance of the Seller's obligations under the Contract which shall be in whole or part delayed or prevented by decisions of public authorities or by other causes beyond the reasonable control of the Seller or its suppliers, such as act of providence, war, insurrection, riot, lock out, lack of fuel or raw materials, abnormal manufacturing conditions, lack of transportation, theft, etc, the Seller will be relieved of its obligation to deliver by the delivery date. The Seller will notify the Buyer immediately of such event. If Goods are shipped or obligations not performed within two months of the agreed delivery date, either the Buyer or the Seller may cancel that part of the Contract affected by such contingencies.
- 8 The Seller shall not be liable for any expenditure, damages, loss (including loss of profit on resale), or any other consequential loss or injury arising out of or related to the Contract or the Goods, howsoever such expenditure, damage, loss or injury shall arise and whether from any defect in the Goods or otherwise provided that the Seller does not seek to exclude or limit its liability in respect of death or personal injury resulting from negligence.
- 9 The Seller warrants that the Goods will on delivery correspond with any specifications agreed in Writing and will be free from defects in material and workmanship provided that the Seller shall be under no liability in respect of any defects in the Goods arising from any drawing, design or specifications supplied by the Buyer.
- 10 Claims with regard to visible defects in the Goods will be considered only if presented in Writing to the Seller by the Buyer within 14 days of receipt of the Goods. All other claims must be notified to the Seller in Writing no more than 3 months after receipt of the Goods. Claims will not in any event be accepted if Goods have been processed, cut, manufactured or altered in any way whatsoever and the Seller strongly recommends that the Buyer inspects the Goods before processing, cutting, manufacturing or altering them. In no case can the Goods be returned without the express consent of the Seller. Claims lodged by the Buyer after the receipt of part delivery will not entitle the Buyer to cancel the remainder of the order. If the Goods have not been delivered despite receipt by the Buyer of the invoice from the Seller relating to them, then unless the Buyer notifies the Seller within seven days after the date such invoice no claim against the Seller may be made in respect of non-delivery of the Goods.
- 11 Any implied condition or warranty as to the quality or compliance with description or fitness of or as the life of wear of the Goods, whether statutory or otherwise, is hereby expressly excluded. In any event, the extent of any legal liability of the Seller to the Buyer shall be limited to the price of the Goods, provided that the Seller does not seek to limit its liability in respect of personal injury or death resulting from negligence.
- 12 Slight or technically unavoidable deviation as to the quality, shade, width, weight and finish of the Goods shall not justify a claim and any weights specified are always average weights.
- 13 No order which has been accepted by the Seller or offer of the Seller which has been accepted by the Buyer may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss including loss of profits and costs including costs of all labour and material used, damages, charges and expenses incurred by the Seller as the result of the cancellation.
- 14 If the Goods are to be marked with any design or trademark at the request of the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any copyright, design, trademark or other industrial or intellectual property rights or misuse of any confidential information of any other person or any other liability whatsoever which results from the Seller's use of the Buyer's specifications of the marking of the Goods or from the sale or supply of such Goods by the Seller.
- 15 The Buyer shall pay the price of the Goods in accordance with the Payment Terms. If the Buyer fails to do so or in the case of adverse changes in the financial standing of the Buyer, the Seller is entitled to stop all further deliveries under the Contract and any other contracts to supply goods to the Buyer or to demand payment in advance. It is expressly agreed that the Seller will be entitled to charge the Buyer with interest on any delayed payment. The interest rate will be 4% above the official base rate of the Seller's primary clearing bank. Any costs and charges (including legal costs) which arise or are incurred by the Seller when claiming payment of the price of the Goods and any interest due shall be paid by the Buyer.
- 16 Where the Seller has arranged delivery of the Goods risk of loss of or damage to the Goods shall pass to the Buyer on delivery and the Buyer shall insure the Goods from that time until ownership of and title to them passes to the Buyer. In the event that the Buyer is collecting the Goods, then risk in the Goods passes to the Buyer on collection. Notwithstanding that the risk in the Goods may have passed to the Buyer, title to the Goods shall remain with the Seller and shall not pass to the Buyer until the Buyer has paid in full for the Goods and for any other goods supplied to the Buyer by the Seller.
- 17 Until such time as the property in all goods supplied to the Buyer by the Seller passes to the Buyer, the Buyer shall hold them as the Seller's fiduciary and bailee and shall keep them separate from the goods of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that the time Buyer shall be entitled to resell or use such goods in the ordinary course of its business, but shall keep all such proceeds separate from the moneys of property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 18 Until such time as the property in all goods supplied to the Buyer by the Supplier passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up such goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where they are stored and repossess them.
- 19 The Buyer shall not be entitled to pledge in any way or charge by way of security for any indebtedness, any goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 20 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which even the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection of (as the case may be) the Seller has tendered delivery of the Goods.
- 21 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 (other 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 Seller, the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable cost including insurance and storage and shall also be entitled in such circumstances and where the Goods and any other goods supplied to the Buyer are returned to or repossessed by the Seller pursuant to the Contract to 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.
- 22 The Seller shall be entitled to terminate the Contract forthwith by notice in Writing to the Buyer if:-
- 22.1 the Buyer commits and irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same; or
- 22.2 the Buyer makes any voluntary arrangement with its creditors or (being an individual firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes for solvent amalgamation or reconstruction); or
- 22.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 22.4 the Buyer ceases to carry on business; or
- 22.5 where the Buyer is resident in a jurisdiction other than England and Wales, an event similar to any of those specified in sub-clauses 22.2 and 22.3 occurs to or in relation to the Buyer; or
- 22.6 the Seller reasonably apprehends that any of the events in sub-clauses 22.2 and 22.5 inclusive is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 23 No agent, representative of employee of the Seller below the level of director has the power to accept any variation, waiver or supplement to these Conditions or the Contract and any variation, waiver or supplement, particularly in relation to delivery dates, quantities and assortment of shades, must be agreed in Writing.
- 24 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without liability on the part of the Seller.
- 25 The invalidity or unenforceability of any term of, or any right arising pursuant to these Conditions shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.
- 26 The Contract is personal to the Buyer and the Buyer may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the prior written consent of the Seller.
- 27 The failure or delay of the Seller to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect its right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 28 Any notice or communication in Writing required or permitted to be served on or given to either party under the Contract shall be sent to the other party at its address which it has last notified to the sending party prior to the date of the notice and shall be deemed to have been served or given when actually received or, if sent by mail to such address and returned marked "gone away" or "not known" or to the like effect, on return of such mail.
- 29 The Contract shall have effect and be governed in all respects in accordance with English Law and the Courts of England shall have jurisdiction. The Buyer shall have the right to commence proceedings solely in the English Courts but the Seller shall have the right to commence proceedings either in the English Courts or in the courts of the country in which the Goods are delivered or of the country in which the Buyer is resident or which otherwise have jurisdiction in accordance with any international convention.