

Conditions of Sale – Tyrone Textiles Ltd

IMPORTANT: These Conditions of Sale apply to business customers and do not apply to the end consumer.

Interpretation:

“BUYER” means the person or business that places the order for goods.

“CONTRACT” means the contract between the Buyer and Seller for the purchase and sale of goods incorporating these conditions.

“SELLER” means Tyrone Textiles Limited (a company registered in England, company number 1406354).

“GOODS” means the goods which the Seller is to supply in accordance with the Contract.

General:

1. These Conditions of Sale supersede all previous terms and conditions issued by the Seller and shall apply to all Contracts entered into with effect from their date of issue.
2. Any conditions of sale contravening these Conditions shall only be binding on the Seller if accepted in writing and signed by a director.
3. These Conditions shall override any terms and conditions stipulated, incorporated or referred to by the Buyer in its order, correspondence or negotiations.
4. The Seller reserves the right to withdraw items from its range at any time without notification.

Title and Risk:

1. The Seller remains the owner of the Goods until full payment has been received from the Buyer.
2. Notwithstanding delivery, property in and title to the Goods shall remain with the Seller until all Goods supplied under this and any other contract between the Seller and Buyer have been paid for in full.
3. Risk shall pass to the Buyer on delivery.
4. Until payment in full has been made, the Buyer is the Seller’s bailee of the Goods.
5. Until title has passed, the Buyer must keep all identifying barcodes attached, store the Goods so they are clearly identifiable as the Seller’s property, keep them in satisfactory condition, and keep them insured for their full replacement value.
6. If payment is overdue, the Seller shall be entitled to enter the Buyer’s premises (or those of any third party where the Goods are stored) to recover the Goods.

Goods, Claims and Liability:

1. The Seller’s liability for any fault or defect in the quality, condition, description or fitness for purpose of the Goods shall be limited to the purchase price of the particular Goods concerned.
2. Nothing in these Conditions shall limit or exclude liability for death or personal injury caused by negligence, or any liability which cannot lawfully be excluded.
3. All designs, images and specifications of the Goods shall remain the intellectual property of the Seller.
4. All Goods must be resold under the Seller’s trade mark unless otherwise agreed in writing.
5. Whilst the Seller will use reasonable endeavours to match colour shades, slight variations may occur due to the nature of the product and no liability shall arise from such variation.
6. Any descriptions or illustrations are provided for guidance only and shall not form part of the Contract.
7. The Buyer may only advertise or promote the Goods under alternative product names or brands with the Seller’s prior written consent.
8. Claims for defects must be notified to the Seller in writing within 7 days of receipt of the Goods.
9. Claims for non-delivery must be notified in writing within 7 days of the invoice date.

10. Goods that have been cut, made-up, processed or otherwise altered shall be deemed accepted and no claim will be accepted.
11. A claim shall not entitle the Buyer to withhold payment of any invoice.
12. The Seller shall not be liable for:
 - a. defects arising from processes or treatments not expressly recommended by the Seller;
 - b. Goods that have been cut or partly processed;
 - c. costs incurred by the Buyer in relation to defective Goods;
 - d. loss of profit, loss of business or any indirect or consequential loss.
13. The Seller reserves the right to restrict or prohibit the sale of its branded products on online marketplaces.
14. Where the Buyer resells the Goods via online marketplaces or other third-party platforms, the Buyer remains solely responsible for compliance with all applicable marketplace rules, consumer protection laws, and statutory obligations, and the Seller shall have no liability for the Buyer's failure to do so.
15. All photographs, images, graphics, listing templates, written content and other marketing materials created by or on behalf of the Seller remain the exclusive intellectual property of the Seller. The Seller grants the Buyer a limited, non-exclusive, revocable licence to use the Seller's standard product images only, solely for the purpose of reselling the Goods *under the Seller's brand and product names*. This licence does not permit the Buyer to edit, adapt, crop, alter, remove branding from, or otherwise modify such images, nor to use them in connection with any re-branding or white-label activity without the Seller's prior written consent. Platform-specific marketing assets (including, without limitation, images and creatives produced specifically for marketplace listings such as eBay) may not be used, copied or adapted by the Buyer without the Seller's prior written consent. Any unauthorised use or modification of the Seller's images or marketing materials shall constitute a material breach of these Conditions and may result in immediate withdrawal of the licence, suspension of supply, termination of the Buyer's account, and/or enforcement action.
16. The Seller may, on reasonable notice, require the Buyer to provide such information or evidence as is reasonably necessary to verify the Buyer's compliance with these Conditions, including (without limitation) compliance with pricing, branding, image use and marketplace requirements.
17. The Buyer shall indemnify and keep indemnified the Seller against all losses, damages, liabilities, costs and expenses (including reasonable legal costs) arising out of or in connection with the Buyer's misuse of the Seller's intellectual property, branding, images, product content, or any breach of marketplace rules or consumer protection laws by the Buyer.
18. The Buyer is solely responsible for the accuracy, legality and compliance of all product listings, descriptions, claims and representations made by the Buyer in relation to the Goods, and the Seller shall have no liability for any such listings or claims made by the Buyer.

Deliveries:

1. Delivery may be suspended due to events beyond the Seller's reasonable control, including (without limitation) fire, flood, pandemic, labour disputes, transport disruption, supply chain failure, government action or any other force majeure event. Neither party shall be liable for delay or failure caused by such events.
2. Where the Seller is unable, due to shortage of stock, materials or capacity, to supply all customers in full, the Seller shall be entitled to allocate available Goods between customers in such manner as it considers fair and reasonable, and shall not be liable for any shortfall or delay resulting from such allocation.
3. Any delivery dates quoted are estimates only and time of delivery shall not be of the essence.
4. The Seller uses third-party carriers and fulfilment providers for delivery of the Goods, including (without limitation) Evri, DHL, Amazon Shipping and other external logistics providers. Delivery services are performed by such carriers as independent contractors, and the Seller shall not be responsible for the acts, omissions, service levels, delays, handling methods or performance of any third-party carrier once the Goods have been handed over for delivery.
5. Failed deliveries due to incorrect address details or lack of attendance shall incur a return-to-sender charge of £15.00.
6. Where available, the Seller may provide consignment numbers, delivery confirmations and tracking information based on data supplied by the relevant third-party carrier or fulfilment provider. Such carrier-provided data shall

be deemed conclusive evidence of dispatch and delivery status, and the Seller shall not be responsible for any inaccuracies, omissions or delays in tracking information caused by the carrier.

Returns:

1. All returns must be notified and authorised by the Seller's Customer Services Department within 14 days of delivery.
2. An authorisation number must be quoted on all return documentation. Authorisation does not constitute acceptance of the claim.
3. A 20% handling charge will apply to returned Goods where delivery was made in accordance with the Buyer's original instructions.
4. Failed collections caused by the Buyer will incur a £15.00 charge.
5. Returned Goods must be unused, in original packaging, and in marketable condition.
6. No returns are accepted for cut-to-size, made-to-order or bespoke Goods.

Prices:

1. The Seller reserves the right to revise prices without notice.
2. Prices shall be those ruling at the date of despatch.
3. Where prices are subject to a written quotation or contract, 30 days' written notice will be given prior to any change.
4. All prices exclude VAT.
5. In the event that Goods are supplied, invoiced or confirmed at an incorrect price due to clerical error, system error, pricing feed error, or administrative mistake, the Seller reserves the right to correct such error, issue a revised invoice, or invoice the Buyer for the correct price. The Buyer shall pay the corrected amount in accordance with these Conditions.
6. The Seller may from time to time issue recommended retail prices (RRP) and/or minimum advertised prices (MAP) for the Goods, applicable to both brick-and-mortar retail and online, website or marketplace sales.
7. The Buyer remains free to determine its own resale prices, but agrees not to advertise, promote or display the Goods (whether in-store, on its own website, online, or on any third-party platform) below any MAP notified by the Seller without the Seller's prior written consent.
8. Persistent or material breach of notified MAP requirements may, at the Seller's discretion, result in suspension of supply, withdrawal of online, website or marketplace authorisation, or termination of the Buyer's account.
9. Sale of the Goods via online marketplaces, third-party platforms, or the Buyer's own website may be subject to additional channel-specific terms, conditions and requirements notified by the Seller from time to time, including (without limitation) marketing, advertising, brand presentation, content usage and minimum promotional or advertising spend requirements. Compliance with such requirements shall be a condition of continued authorisation to sell the Goods via such channels.

Payment Terms:

1. Invoices dated 1st–31st are due for payment by the 20th of the following month.
2. Interest may be charged on overdue accounts at 6% above Barclays Bank Base Rate.
3. The Seller reserves its statutory rights to interest and recovery costs under late payment legislation.
4. A minimum charge of £25 + VAT applies to returned or re-presented cheques.
5. Credit card payments may be subject to a surcharge equal to the Seller's processing cost.
6. The Seller reserves the right at any time, at its sole discretion, to vary, reduce or withdraw any credit facility, impose revised payment terms, require payment in advance, or require security for payment, without liability to the Buyer.
7. The Buyer must provide and maintain a valid email address for the purposes of account administration, including (without limitation) invoices, statements, dispatch notifications, delivery confirmations and other contractual communications. The Seller shall be entitled to rely on electronic delivery of such documents to the email address provided, and shall not be responsible for non-receipt due to incorrect, outdated or inaccessible email details supplied by the Buyer.

8. The Seller may make account information, invoices, statements, order history, dispatch details and other documentation available to the Buyer via an online trade portal. Access to the trade portal is provided for convenience only and may be amended, suspended or withdrawn by the Seller at any time without liability. The Seller does not warrant that the trade portal will be uninterrupted, error-free or continuously available.
9. Information made available via the trade portal (including pricing, availability, order status and documentation) is indicative only and may be subject to change. In the event of any discrepancy between trade portal information and formal invoices, order confirmations or written communications issued by the Seller, the Seller's formal documentation shall prevail.
10. Invoices, statements and account documentation are made available to the Buyer free of charge via the Seller's trade portal. Where the Buyer requests copies of invoices, statements or account records covering historical periods or bulk requests (including requests made for accounting or audit purposes), the Seller reserves the right to charge a reasonable administration fee for retrieval, reproduction and supply of such documents.

Orders and Carriage:

1. Net and voile orders on the roll are supplied and invoiced in metres.
2. Quantities are subject to a tolerance of $\pm 10\%$.
3. All sizes are subject to a tolerance of $\pm 2.5\text{cm}$.
4. Telephone orders must be confirmed in writing; the Seller accepts no responsibility for unconfirmed orders.
5. Order cancellations or amendments must be confirmed in writing and may not be accepted once production or picking has commenced.
6. The Seller may suspend supply if payment terms are breached or credit limits exceeded.
7. Pro-forma invoices are valid for 7 days only.
8. Carriage is chargeable on all orders under £300 net.
9. Export orders shall be supplied FOB (UK port) unless otherwise agreed in writing.
10. Special delivery costs requested by the Buyer will be added to the invoice.

Marketing and Stands:

1. All stands, display units and associated sample materials supplied or provided by the Seller (including readymade curtain stands), whether supplied for a one-off charge or otherwise, shall remain at all times the property of the Seller.
2. Stands and units are provided solely for the purpose of displaying and promoting the Seller's Goods and may only be used to display Tyrone Textiles products. The Buyer shall not display, attach or associate any third-party or non-Tyrone goods with the stands or units.
3. The Buyer shall keep all stands, units and samples in good condition (fair wear and tear excepted) and shall not modify, relocate or dispose of them without the Seller's prior written consent.
4. Where the Buyer ceases to trade, ceases to stock the Seller's Goods, no longer wishes to retain the stand, or where the Seller withdraws authorisation or terminates the Buyer's account for any reason, the Seller shall be entitled to recover and remove the stand, unit and any associated samples at no cost to the Seller. The Buyer shall provide reasonable access to allow such recovery.
5. The Seller may use the Buyer's provided email address(es) to send business-to-business marketing communications relating to the Seller's products, services, promotions and industry updates. Such communications may be sent via third-party marketing platforms. All marketing emails will include a clear unsubscribe or opt-out mechanism, and the Buyer may opt out of marketing communications at any time. Opting out of marketing communications shall not affect the Seller's ability to send essential account, contractual or service-related communications.

Legal:

1. This Contract shall be governed by and construed in accordance with the laws of England and Wales.

2. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force.
3. The Buyer may not assign or transfer the Contract without the Seller's prior written consent.
4. Nothing in these Conditions or in any dealings between the parties shall be deemed to create any partnership, joint venture, agency or other relationship of authority. The Buyer is an independent reseller and has no authority to act on behalf of, or make any representations or commitments binding upon, the Seller.
5. The Buyer acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in these Conditions or confirmed in writing by a director of the Seller.
6. The Seller may, at its sole discretion, suspend or terminate the Buyer's account and/or the Contract at any time with immediate effect by written notice, without liability, including (without limitation) where the Buyer breaches these Conditions, fails to comply with marketplace, branding or pricing requirements, or where the Seller reasonably considers the continuation of the trading relationship to be commercially undesirable. Upon suspension or termination, all outstanding invoices and sums due from the Buyer shall become immediately due and payable in full.
7. Without prejudice to any other rights or remedies, the Seller may immediately suspend supply, withdraw credit facilities, and/or terminate the Contract if the Buyer becomes insolvent, is unable to pay its debts as they fall due, enters into administration, liquidation, receivership, a company voluntary arrangement, or any arrangement or composition with its creditors, or if any analogous event occurs in any jurisdiction.

Terms revised: March 2026