

## Conditions of Sale Tyrone Textiles LTD

### Interpretation:

"BUYER" means the person who places the order for goods or the customer

"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 to the contract

### General:

1. The following terms supersede any other terms and conditions previously issued.
2. Any conditions of sale contravening these conditions of sale are binding by the seller if accepted in writing and signed by a director.
3. These conditions shall override any terms & conditions stipulated incorporated or referred to by the buyer on his order or negotiations.
4. Seller reserves the right to withdraw items from our range at any time without notification.

### Title:

1. The seller remains the owner of the goods sold until full payment has been received from the buyer.
2. Notwithstanding delivery the property of and title to the goods shall remain with the seller until the goods subject of this contract and all other goods subject of any other contract between the seller and the buyer which have been delivered to the customer 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 customer must keep the piece number barcode attached to the goods, store them so that they are identifiable as the seller property, keep the goods in satisfactory condition and keep them insured against all risks for their full price at time of delivery.

### Goods and Claims:

1. All goods supplied by us on the condition that our liability for any fault or defect in the quality, condition, description or fitness for any purpose, or any claim in connection therewith, is limited in amount to a sum not exceeding the purchase price of the particular goods. This condition supersedes any conflicting terms submitted to us and all other liability whether statutory or otherwise is excluded.
2. The design, images and specification of all goods shall be and shall remain the intellectual property of the seller.
3. All goods must be resold under the sellers trade mark unless otherwise agreed by the seller.
4. Whilst the company will use its best endeavours to match the colour shade of its products, due to the nature of the product it will not always be possible. Slight variations may occur and the seller cannot be held liable for this.
5. Any description or illustrations used are for the sole purpose of giving an approximate idea of the goods. They shall not form part of the contract.
6. The buyer may, only upon the consent of the seller advertise and promote the sale of goods under other product names and brands.
7. Claims are not valid unless notified to the seller from the buyer in writing within 7 days of receipt of the goods.
8. Claims for non-delivery of goods will only be accepted if notified to us within 7 days from date of invoice.
9. The Buyer is advised in his own interest to examine the goods before usage as goods which have been subjected to any further process, cut or made-up shall be deemed to have been supplied to the customers satisfaction and the seller will accept no claim or liability thereon.
10. A claim does not release the buyer from an obligation to pay the amount of our invoices at that date.
11. In particular the seller will not be liable for:
  - a. Adverse effects resulting from the application to the goods of any process, operation or treatment unless specifically recommended by the seller have agreed to be so liable
  - b. For any goods, which have been cut or partly processed by you in any way.
  - c. For any expenditure incurred by you in respect of goods proved or alleged to be defective.
  - d. Loss of profit for consequential loss of any kind to the buyer, however caused.

### Deliveries:

1. Deliveries may be suspended to the buyer due to a machine stoppage, fire, the Queens Enemies, defence measures, explosion, breakdown, strike, drought, flood, lockout or any other cause whatsoever beyond our control. Neither party will be held responsible for any damage caused thereby to the other
2. Any delivery dates quoted are genuine forecasts and shall not be legally binding upon the seller. Time of delivery is not of the essence.
3. If a delivery has failed due to wrong address supplied or that no-one is in attendance a return to sender charge of £15.00 will be invoiced to the buyer.

#### Returns:

1. All returns must be notified and subsequently authorised to our Customer Services Department. An authorisation number will then be given, which must be quoted on all future documentation relating to the return. This however implies no acceptance of the claim. It is the buyer's responsibility to ensure that goods are properly packed, labelled and returned in good condition.
2. A 20% handling charge will be levied on all goods returned where delivery was affected in accordance with our customer's original instructions.
3. Where the seller attempts to collect returned goods, but are unable to collect due to an issue caused by the buyer, a £15.00 failed collection charge will apply.
4. The seller reserve the right that upon inspection of any return goods that prove to be in marketable condition carriage collection charges will be invoiced to the buyer.
5. Goods must be returned unused and with the full packaging as delivered.

#### Prices:

1. The seller reserves the right to revise our prices without notice.
2. Prices will be those ruling at date of despatch.
3. Where prices are the subject to a written quotation or agreed contract, Tyrone Textiles Ltd will give 30 days' notice in writing of any change, prior to that
4. All prices listed exclude VAT

#### Payment Terms:

1. All invoices dated 1st to 31st are due for payment by the 20th of the month following.
2. The seller reserve the right to charge interest on all overdue accounts at an annual rate equal to 6% over Barclays Bank Base Rate prevailing at the time of invoice until payment is made in full.
3. Tyrone Textiles Ltd understands and will exercise their statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if they are not paid according to agreed credit terms
4. The seller will invoice the buyer a minimum charge of £25 + VAT for any cheque that needs to be represented with our Bank or that is returned to the seller.
5. Payments by credit card are applicable to a surcharge at the level the seller pays.

#### Orders:

1. Orders for net and voiles on the roll will be supplied & invoiced in metres.
2. The seller will endeavour to supply the exact quantities ordered, subject to a tolerance either way of 10%.
3. Due to the nature of the product all sizes quoted are subject to a tolerance either way of 2.5 cms.
4. The buyer should confirm all orders in writing. Tyrone Textiles Ltd cannot accept responsibility for any errors that may occur on a telephoned order, which has not been confirmed.
5. All cancellations & amendments of orders must be confirmed in writing. The seller will endeavour to cancel the said order. In the event that goods have already been processed, the cancellation is not acceptable.
6. No further orders will be despatched if payment of account is not received within 10 days of the agreed settlement date or if the amount owing by the buyer exceeds his agreed credit facility with the seller.
7. Pro-forma invoices are valid for 7 days after which they are considered cancelled and the goods should be re-ordered if still required.

#### Carriage:

1. Delivery to any destination by post, rail or any other carrier is chargeable on all orders under £300 value net. This is subject to alteration at any time at the discretion of the seller.
2. Export orders will unless otherwise agreed in writing be charged F.O.B. (UK) port.
3. Where a customer requests a special delivery, the cost of this will automatically be added to the invoice.

#### Stands and Units

1. All stands and units supplied by the seller remain the property of the seller at all times
2. Stands and units supplied are for the exclusive use of the products supplied by the seller.
3. In the event of the stands or units being returned to the seller, the buyer will be liable for any renovation charges for remedial work required.