

TERMS AND CONDITIONS OF SALE

1. Definitions

In these terms and conditions “the Company” means Sinclair Ltd, “the Customer” means the person, firm or company placing the order and named on the Company’s invoice, “the goods” means the goods which are the subject of the order and “the contract” means the agreement between the parties as set out in these conditions.

1. The Agreement

1.1. These conditions shall be deemed to be incorporated in all agreements from time to time entered into between the company and the Customer which provide for the sale of any goods by the Company to the Customer. These conditions shall apply in the place of and prevail over any terms and conditions contained or referred to in the Customer’s order or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by the Company and any purported provisions to the contrary are hereby excluded and/or extinguished.

1.2. These conditions represent the complete agreement between the Company and the Customer with regard to the goods and contain all agreements, warranties, conditions, representations and other terms agreed, made or relied upon by either party in connection with the goods and no amendment or addition thereto shall be binding on the Company unless agreed in writing and signed by a Director on behalf of the Company.

1.3. In the event of any of these conditions and/or part sale or any part being held to be invalid for any purpose the condition(s) concerned shall for that purpose be deemed to be omitted but shall not prejudice the effectiveness of the rest of the conditions of sale which shall continue in full force and effect.

2. Price and Payment

2.1. The price for the goods shall be that specified in the Company’s price list. Unless otherwise specified, VAT and any other tax or duty payable by the Customer shall be added to the price of the goods.

2.2. Payment for the goods shall be made by the Customer in full and in pounds sterling (unless otherwise specified) within the terms shown on the invoice or where no terms are specified, within 30 days of the date of delivery of the goods.

2.3. In the event of any payment for the goods becoming overdue (and without prejudice to any other rights the Company have), the company shall be entitled to charge interest on the amount outstanding at the rate specified in the Late Payment of commercial Debts (Interest) Act 1998 to run from the due date of payment until receipt by the Company of the full amount outstanding whether before or after any judgement.

2.4. The Company reserves the right in its absolute discretion to suspend deliveries of the goods and/or to cancel any allowance of further credit and/or to require full or partial payment of the price of the goods prior to delivery and/or the provision of security for payment by the Customer in a form acceptable to the Company in the event of any payment not being made when due or if the Company in its absolute discretion at any time considers the financial circumstances of the Customer have ceased to justify the terms previously allowed.

2.5. Proforma orders which require fabrics to be woven will need 50% payment of the full order value immediately. Goods will not be planned into weaving without this initial payment. The remaining 50% is to be paid at least 7 days before the goods are due for despatch to the Customer.

3. Delivery and Packing

3.1. The Company or its agents shall make delivery to the address specified on the order.

3.2. Any time, date or period for delivery agreed by the Company or specified in the order or elsewhere is intended as an estimate only and is not a contractual commitment on the part of the Company and the Company shall not be liable for any damages or losses arising out of any delay in delivery. Time shall not be of essence in any contract. Further, any delay in the delivery of any instalment of the goods shall not entitle the Customer to refuse any subsequent instalment or otherwise repudiate the contract.

3.3. If the Customer refuses or fails to take delivery of the goods tendered in accordance with the contract or fails to take any action necessary in its part for the delivery or shipment of the goods, the Company shall be entitled to terminate the contract with immediate effect, to dispose of the goods in the manner the Company considers appropriate in its absolute discretion and to recover from the

Customer any loss and additional costs incurred as result of such refusal or failure and in any event to retain any payment made prior to such refusal or failure.

3.4. If the Customer requests postponement of delivery beyond the estimated delivery date and the Company agrees to such postponement, the Company may at its option exercised by notice to the Customer treat the risk in the goods as having passed to the Customer and store the goods at the Customer's expense (but without liability).

3.5. Save where expressly agreed to the contrary, the Company may deliver the goods in one or more instalments. Where delivery is effected by instalments, each instalment shall be treated as a separate contract. Failure by the Company to make any delivery in accordance with the contract or any claim by the Customer in respect of such delivery or part delivery shall not entitle the Customer to reject the balance of the goods agreed to be purchased by the Customer.

4. Ownership and Risk

4.1. The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

Failure to pay the price for the goods when due shall, without prejudice to any other remedies the Company may have, entitle the Company to repossess the goods or so much thereof as the Company may determine from any premises where they may be. For the purpose of repossessing the goods or any part thereof, the Customer hereby grants an irrevocable licence to the Company, its employees and/or agents to enter upon such premises, remove and resell any of the Company's goods that are to be found there.

4.2. Notwithstanding the provisions of clause 5.1, the Company shall be entitled to bring an action against the Customer for the price of the goods in the event of non payment by the customer by the due date as if the property in the goods had already passed to the Customer and shall have the right by notice in writing to the Customer at any time after the agreed delivery date to pass the property in the goods to the Customer as from the date of such notice.

4.3. The risk in the goods shall pass to the customer in accordance with clause 4.1.

4.4. The Customer shall meet the cost of any special packaging request by the Customer or any rendered necessary for delivery by any means other than the company's normal means of delivery.

4.5. The Company shall be entitled to invoice the Customer for the cost of all pallets and other returnable packaging materials unless the same are returned to the Company in good condition, carriage paid within 30 days of delivery of the goods to the Customer.

5. Allowances, Claims & Cancellation

5.1. In respect of all orders, the Company shall have the right to despatch and bill for a quantity of goods greater or less than the exact quantity ordered by the Customer up to a variation of 5% of the total ordered and in such event the Customer shall pay for the actual quantity delivered.

5.2. The Company will give no string allowance. If there are more than 8 strings per 100 metre piece then the Company may agree a discount with the Customer.

5.3. The Customer should be aware that:-

5.3.1. Cloth containing cotton or cotton rich products may shrink up to 4% when washed or dry cleaned

5.3.1. Cloth is a flexible product whose lengths may vary slightly from the ticketed lengths depending on the measuring machinery used.

5.4. In no case will any claim be entertained by the Company in respect of any defect in the goods (including by way of example and not by way of limitation of defect quality, design, materials and/or workmanship of the goods or any failure of the goods to correspond with any description or sample) unless such claim is made within 14 days of the Customer taking possession of the goods or in the event of the defect not being reasonably capable of being ascertained within such 14 days period then within 14 days of the day on which the defect could reasonably be first ascertained provided always that all claims must be notified to the Company within 3 months of the date of delivery of the goods or the instalment of the goods in question to the Customer.

5.5. In the event of the Company accepting the validity of any claim by the Customer, the Company's obligation shall be limited to, in its opinion, replacing on an exchange basis or refunding the cost of the goods affected.

5.6. The Company shall be entitled to require the Customer by notice in writing to cease forthwith the use of any of the goods in respect of which any defect has been notified to the Company and if the Customer fails to comply with such a requirement the Company shall be under no liability whatsoever to the Customer in respect of the goods in question. In any event, where for any reason no such notice has been given the company will not be liable for any damages or losses whatsoever suffered by the Customer to the extent that they are caused or contributed to by the continued use of the goods after a defect became apparent to the Customer.

5.7. The Company shall be under no obligation whatsoever to replace or refund the cost of any goods or otherwise to make good any loss or damage or defect which results from the application of any process or treatment which is unsuitable, improper or of an experimental nature, wear and tear, accident, abnormal conditions of storage or use, any act of neglect or default of the Customer or third party or any incorrect information being supplied by the Customer as to the goods use. Furthermore the Company cannot guarantee that no shade variation will occur on any cloth if an additional chemical process is carried out which is not agreed with the Company prior to processing.

5.8. The Customer shall not return any of the goods to the Company without the Company's written consent and the Company shall not be under any liability whatsoever for any goods returned by the Customer without such consent.

5.9. Subject to clause 9 the company's aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the goods which give rise to such liability in respect of any occurrence or series of occurrences.

5.10. Should the customer wish to cancel an order with the Company, it must be done in writing within 7 days of the original order date. Cancellations received after this period will be invoiced to the Customer at 50% of the invoice value.

6. Specification and Information

6.1. All drawings, illustrations and specifications of whatever nature submitted by the Company to the Customer remain the Property of the Company and must not be communicated to any third party without the prior written consent of the Company.

6.2. Unless expressly agreed in writing by the Company all drawings, designs, specifications and particulars of weights and dimensions submitted by the Company are approximate only and the Company shall have no liability in respect of any deviation therefrom. The Company accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications not prepared by the Company.

6.3. The Company reserves the rights to charge the Customer for any incurred design costs on specified jobs which do not result in an agreed cloth order.

7. Intellectual Property

7.1. The specifications and (save to the extent that the goods are manufactured from the customers own drawings) the designs of the goods (including the copyright, design right or other intellectual property in them) shall as between parties be the property of the Company. Where any designs or specifications have been supplied by the Customer for manufacture by the Company then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the goods shall not infringe the rights of any third party.

7.2. The Customer shall promptly inform the Company of any threatened claim as infringement of letters patent or other third party rights by or in connection with the goods required by the Company at the Company's expense take all reasonable steps to enable the Company to defend any such claim.

7.3. If at any time any allegation of infringement of letters patent, design or copyright is made in respect of the goods or in the Company's reasonable opinion is likely to be made, the Company may in its opinion and at its own expense either:

7.3.1. Modify or replace the goods without detracting from overall performance thereof, so as to avoid the infringement, or

7.3.2. Procure for the Customer the rights to continue to use the goods, or

7.3.3. Repurchase the goods at the price paid by the Customer.

8. Liabilities

8.1. Nothing in these conditions shall be interpreted as excluding or restricting any legal liability of the Company for death or personal injury resulting from the negligence of the company, its employees, agents or sub contractors or as restricting any of the Company's legal obligations arising under section 12 of the Sale of Goods Act 1979 or under the Consumer Protection Act 1987.

8.2. The Customer agrees to indemnify the Company and in respect of all damages, losses, claims, costs or expenses incurred by the Company in respect of any liability of the Company towards a third party arising out of or in connection with any of the goods or their use any work or services supplied by the Company whether arising by reason of the negligence of the Company or otherwise.

9. Force Majeure

9.1. The Company shall have no liability in respect of any failure or delay in fulfilling any of the Company's obligations to the extent that fulfilment thereof is prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any circumstance or event beyond the Company's reasonable control including without prejudice to generality of the foregoing:

9.1.1. Compliance with any order, regulation, request or control of any national or local authority government department or other competent authority of any country whether or not legally enforceable.

9.1.2. Any delays in or cancellations of deliveries or provision of services by third parties, shortages of goods, materials or parts or raw materials, therefore, or

9.1.3. Any strikes, lock-outs or trade disputes whether involving the Company's employees, or others, fire, explosion, accident, breakdown of plant or machinery, calamity or civil disturbance, action of the elements, national calamity, war, riot or Act of God, or

9.1.4. Failure in whole or in part of any power or energy supply.

9.2. The Company undertakes however to make every reasonable endeavour within its ability to overcome difficulties arising as a result of the circumstances referred to in paragraph 10.1 but in the event of shortages of the goods or of available resources for the production storage or delivery arising from the right to allocate as it may think fit the goods available and resources between Customers with whom its contractual obligations in respect thereof and shall not be obliged to purchase the goods from third party to make good such shortages.

9.3. In the event of any deliveries by the Company being delayed on account of any of the foregoing the period for delivery shall be correspondingly extended provided that if deliveries are delayed for six months or more the company may as its option, exercised by notice in writing to the Customer either terminate the contract or elect not to deliver any undelivered goods, without liability in either case. (Save that the company shall in such event refund an equitable proportion of the price/advance payment for the goods without interest).

10. Assignment

The Customer shall not assign or otherwise transfer all or any of its rights, interests or obligations under the contract without prior written consent of the Company. Any or all of the Company's rights and obligations under the contract may be assigned by the Company and the Customer shall not assert against an assignee any defence (other than actual payment) set-off or counterclaim which the Customer may do against the Company.

11. Notices

Any notice hereunder shall be deemed to have been given if delivered by hand or sent prepaid first class post or telex or facsimile (confirmed by telephone and followed by notice by post) to the party concerned at its last known address, and deemed to have been received on the date of despatch, if delivered by hand, sent by telex or facsimile, and on the third day after posting, if sent by post.

13. Jurisdiction

English Law shall govern the formation, construction and performance of this contract in all respects. The parties agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which arises in connection with this contract save that, having regard to the fact that this contract conferring jurisdiction is for the benefit of the Company only, the Company shall retain the right to bring proceedings against the Customer in any other Court which has jurisdiction.

Please note that by signing and returning this form you agree to be bound by the terms and conditions detailed above:

Applied for by: (name)

Signed:

Position in Company:----- Date:

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