

PINFOLD PATTERNS LIMITED

TERMS AND CONDITIONS OF SALE

1. DEFINITION

"The company" means Pinfold Patterns Limited. "The customer" means the person, firm or company who has contracted with the Company for the purchase of Goods. "The Goods" means the goods the subject of the contract or contracts to which these conditions apply.

2. GENERAL

2.1. Quotations are valid for thirty days from the date of issue unless otherwise stated.

2.2. No officer, employee or agent of the Company has authority to contract on any conditions other than these Conditions nor to amend vary or waive these conditions or to make any binding representation or warranty in respect of the Goods otherwise than in writing with the express authority of a Director.

2.3. The Company's quotations and price lists do not constitute an offer. Orders placed with the company shall not be binding on the company or deemed accepted by it unless and until the Company accepts the order either orally or in writing or there is implied acceptance on the part of the company by its fulfilment of the order.

3. DESCRIPTION OF GOODS

Except as otherwise agreed in these Conditions all drawings descriptive matter samples specifications catalogues and advertising matter are published or issued for the sole purpose of giving an approximate idea of the Goods described therein and no information contained in any of them or in any other document whatsoever shall form part of the contractual description of the Goods nor shall they form part of any contract. The Company reserves the right to make without notice such reasonable modifications in specifications descriptions designs material or finishes as it deems necessary or desirable. The customer shall not be entitled to object to or reject the Goods or any of them by reason of such reasonable modifications.

4. PRICE LISTS AND PRICES

All price lists issued by the Company are subject to alteration by the Company at any time without notice.

5. VALUE ADDED TAX

Prices quoted do not include VAT unless specifically stated.

6. CARRIAGE

Orders forwarded under special despatch arrangements made at the Customers request will be subject to a carriage charge.

7. DESPATCH AND DELIVERY

- 7.1. Whilst the Company will use all reasonable endeavours to keep any stated despatch or delivery date it accepts no liability whatsoever for any loss or damage resulting from delay howsoever the same shall have been caused.
- 7.2. Where contracts do not specify a despatch or delivery date the Company shall deliver the Goods as soon as they are available.
- 7.3. Failure to accept delivery of and/or pay for any instalment shall entitle the Company at its option to treat the contract as repudiated or alternatively to store the Goods in accordance with paragraph 7.5 below.
- 7.4. Save as regards the provisions as to payment in condition 11 below each delivery shall constitute a separate contract and failure or defect in one delivery shall not affect in any way the contract as to each remaining delivery.
- 7.5. In the circumstances set out in paragraph 7.3 above if the Company decides either at the Customer's request or on its own initiative to store the Goods until such time as the Customer is ready to take delivery thereof then the Customer shall be liable to pay the Company its reasonable storage charge together with the costs of re-delivery and of all extra loading and unloading costs caused by the Customer's failure to take delivery on the due date. Such goods will be held in stock at the Customer's own risk.
- 7.6. when the customer must do something so as to enable the company to manufacture, finish and/or deliver the Goods such acts must be done by the date stipulated by the Company or if no date is so stipulated must be done in such time as will enable the Company to meet the estimated time stated for completion or delivery of the goods. The Company will not be liable for any delays in delivery caused by any failure or delay on the part of the Customer in performing such acts.

8. DAMAGE OR LOSS IN TRANSIT

- 8.1. The Company will not be liable for claims for damage or loss in connection with non-delivery or damage to Goods unless it is advised within 7 days from the date of invoice and in the case of damage it is advised and confirmed to the carrier and the company in writing within 3 days of delivery and the carriers note is endorsed accordingly.
- 8.2. For any damage in transit the Company's liability will only be to replace the Goods within a reasonable time and in case of damage subject to the Goods being returned to the Company forthwith.

9. RETURNS

- 9.1. The Company will not accept any return of any Goods or complaint which arises from improper installation or any claim for labour or other charges in connection with installation or removal.
- 9.2. The Company will not accept the return of any Goods unless such return has received the prior approval of the Company.

10. COMPLAINTS

1.1. No liability will be accepted for claims regarding fitness of purpose, suitability, physical defect, quality standard, or failure to comply with previously specified performance requirements in the following circumstances.

10.1.1. where the Goods have been used in a situation or for a purpose other than that specified in the order

11. TERMS OF PAYMENT

11.1. Unless otherwise agreed payment is due on the 30th day of the month following the month of invoice ("the due date").

11.2. If the customer fails to make payment in full in accordance with paragraph 11.1 above then (without prejudice to any other rights of the company)

11.2.1. The company shall be entitled to suspend all or any other deliveries to be made under that or any other contract with the customer, but the customer shall not in any respect be released from its obligations to the company under that or any such other contract.

11.2.2. Instead of suspension in accordance with paragraph 11.2.1 above the company shall be entitled to terminate the relevant contract or any other contract with the customer in accordance with condition 18 below and to claim damages from the customer for breach.

1.1. The customer shall not be entitled to withhold payment of any amount payable under a contract with the company because of a disputed claim of any nature nor shall the customer be entitled to off-set against any amount payable under the contract to the company any monies which are not then presently payable to the company or for which the company disputed liability.

11.3. Time of payment shall be of the essence.

12. DEBT COLLECTION

Should the Company need to employ a professional collection agency or solicitor to collect any monies due under the contract the whole cost of such collection including the professional fees shall be borne by the Customer.

13. PASSING OF PROPERTY

Title in the Goods shall not be passed to the Customer until the price of the Goods and every other sum whatsoever which is due from the Customer to the Company whether under this contract or otherwise have been paid in full.

14. INTELLECTUAL PROPERTY

The customer shall not use or permit or allow to be used the Goods or any specifications or drawings for the purpose of designing or manufacturing identical goods without the Company's prior written consent. All patent design copyright and other intellectual property rights in or in connection with the Goods which the Company may have shall remain the property of the Company.

15. CUSTOMER'S REQUIREMENT

- 15.1. Where any design or construction is produced and supplied to a Customer's specification the Customer will at all times keep the Company indemnified against all actions and proceedings, costs, claims, damages and expenses and demands whatsoever as a result of any claim or proceedings of whatsoever nature made or brought by a third party arising there from and in particular and without prejudice to the foregoing shall keep the Company indemnified against any claim or proceedings involving the infringement of any letters, patent, trademarks, copyright or registered design or other right of any third Party.
- 15.2. If the Customer should require any alterations in design specifications, construction or quantities as specified in the contract and the Company agrees to such alterations, then the Company shall be at liberty to revise the price to conclude any increased costs occasioned by such alteration.

16. MATERIALS

The Company is constantly endeavouring to improve the quality of its products and therefore reserves the right to alter without prior notice the specification of any product if new and improved materials and methods of manufacture become available.

17. COMPANY'S LIEN

- 17.1. In addition to any other right or lien to which the Company may by law or the other terms hereof be entitled the Company shall be entitled to a general lien on all the goods and property of the Customer in the Company's possession whether paid for or not and a right of sale of such goods and property at the Company's sole discretion for any unpaid money due under the terms of any contract between the Customer or any Associated Company of the Customer and the Company.
- 17.2. The company shall have the right to put any goods or property over which it has a lien into a saleable state by any means whatsoever and (without prior notice to the customer) to sell such goods on such terms as the company may agree at the Company's sole discretion. Out of the proceeds of sale the Company shall be entitled to retain a sum equivalent to all unpaid monies due to it from the Customer as aforesaid together with the cost of putting the goods into a saleable state as aforesaid and the expenses of sale and any balance shall be paid to the Customer.

18. TERMINATION OF CONTRACT

- 18.1. If
- 18.1.1. the Customer shall commit any breach of any of the terms (including without limitation terms concerning the time for payment of the purchase price) of this or any other contract with the Company and on its part to be observed or performed and if such breach (if remediable) has not been remedied within seven days after notice by the Company to the Customer, or
- 18.1.2. the Customer compounds with or negotiates for any composition

18.1.3. with its creditors generally or permits any judgement against it to remain unsatisfied for seven days or any distress execution or other legal process is levied upon any of the Customer's assets, or

18.1.4. being an individual the Customer shall die or have a receiving order made against him or commit any act of bankruptcy, or being a Company the Customer shall call any meeting of its creditors or have a receiver and manager or administrative receiver of all or any of its assets appointed or have an administrator appointed or enter into any liquidation.

The Company shall be entitled to suspend all or any future deliveries and instalments of Goods under this or any other contract and on written notice to cancel the undelivered portion of this or any contract between the Customer and the Company and to sell the Goods elsewhere.

18.2. In the event of any such cancellation by the Company in accordance with paragraph 18.1 above or any cancellation and/or repudiation of the contract by the Customer the Company shall be entitled to recover as damages from the Customer all loss and damage of whatever kind consequential or otherwise which the Company shall sustain in connection with such cancellation.

18.3. The exercise of the rights conferred by this Condition shall be without prejudice to any other right enjoyed by the Company pursuant to these Conditions or by law including in particular the right to recover the Goods or the proceeds thereof from the Customer pursuant to condition 13 hereof.

19. LIABILITY

19.1. The liability of the Company under this contract shall be limited to the replacement value of any Goods which are defective. Goods which are defective will be replaced free of charge as originally ordered or at the Company's option appropriate credit will be given provided that notice of any such defect shall have been given in accordance with these conditions.

19.2. The foregoing is given in lieu of all conditions or warranties of every kind whether express or implied by law or otherwise all of which are hereby expressly excluded (save for the condition implied by Section 12 of the Sale of Goods Act 1979).

19.3. Subject to clause 19.4 the Company shall be under no liability whatsoever in respect of any loss or damage to third parties caused directly or indirectly by the Goods arising by reason of their use and the Customers shall at all times indemnify the Company against such loss or damage.

19.4. Nothing herein contained shall be constructed as an attempt to exclude or limit the liability of the company in negligence for the death of, or injury to any person for fraudulent misrepresentation, for any matter which it would be illegal for the Company to exclude or to attempt to exclude its liability, or under Section 2(3) of the Consumer protection Act 1987.

19.5. Except as provided above, the Company will be under no liability to the Customer whatsoever in contract, tort (including negligence) breach of statutory duty, restitution or otherwise for any damage or direct, indirect or consequential loss (all of which terms include without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill, loss of use, loss of contracts, loss of production and like loss) howsoever caused arising out of or in connection with:

19.5.1. any of the Goods or manufacture or sale of supply or failure or delay in supply of the Goods by the company or on the part of the Company's employees, agents or sub-contractors.

19.5.2. any breach by the Company of any of the express or implied terms of this contract.

19.5.3. any use made, or resale, by the customer of any of the Goods or of any product incorporating any of the Goods.

19.5.4. any statement made or not made or advise given or not given by or on behalf of the Company or

19.5.5. any liability otherwise arising under this contract.

20. FORCE MAJEURE

20.1. If events beyond the Company's reasonable control prevent or hinder the Company from delivering the Goods in accordance with the Contract the date or dates for delivery shall be extended by the period of delay caused by such events and the price shall be increased to cover any increased costs caused by such delay.

21. NOTICE

21.1. Any notice required to be given or served hereunder shall be addressed in the case of a notice be given to or served on the Customer at the address of the Customer shown on the contract or invoice (or if none its registered office for the time being in the case of a company or in any other case the last known address) and in the case of the Company at its registered office for the time being and may be given or served either:-

21.1.1. by letter leaving the same or sending the same by first class post in a pre-paid envelope and a notice so given or served shall be deemed to have been given or served:-

21.1.1.1. on the day it was so left or on the day following that on which it was posted in the case of the Company or in the case of the Customer if the address of the Customer is within the United Kingdom, or

21.1.1.2. within 7 days of the date of posting or otherwise.

21.1.1.3. by telex, fax or cable and a notice so given or served shall be deemed to have been given or served within 24 hours of transmission.

22. HEADINGS

The headings of these Conditions are for convenience only and shall be disregarded in construing the same.

23. ENGLISH LAW

These conditions and their construction shall be governed by English law and the Customer and the Company shall submit to the jurisdiction of the English Courts.

24. WAIVER

No waiver by the Company (express or implied of any of these Conditions in any contract made with the Customer shall prevent the Company from enforcing or relying of these Conditions in full in any subsequent contract made with the Customer.