

**TERMS & CONDITIONS OF SALE**

QicTrims Ltd (The Company)

**1 GENERAL**

Every offer, tender, quotation, acceptance and contract for the sale of supply of goods, including services associated with the goods by the Company is made subject to these conditions and all other terms and conditions proposed by the Buyer are expressly excluded.

**2 ACCEPTANCE OF ORDERS**

- 2.1 Orders are subject to the Buyer's credit status being approved by the Company using whatsoever means of checking that the Company deems suitable.
- 2.2 Orders must contain sufficient information to enable the Company to manufacture the goods required. No liability can be accepted for goods incorrectly ordered by the Buyer.
- 2.3 Telephone orders will only be accepted if the Buyer quotes an official order number and such order is subsequently confirmed in writing clearly marked as "confirmation order".
- 2.4 Facsimile orders will be deemed to be equivalent to orders received in writing and will be subject to these terms and conditions.

**3. QUOTATIONS**

- 3.1 No oral quotation will be binding upon the Company, and quotations are only given upon the Company's official forms. Quotations shall only be available for acceptance by the Buyer on the Company's terms and conditions for a maximum of sixty days from the date of the quotation.
- 3.2 Where the Buyer purports to accept a quotation in respect of quantities or specifications of goods different or in instalments smaller than those quoted, or a delivery over a different period or to a different location, the Company shall be entitled to treat such purported acceptance as further enquiry in respect of which a separate quotation may be issued.

**4. LITERATURE SAMPLES**

- 4.1 Any literature detail, sample, mock up, colour representation supplied by the Company to the Buyer shall be accepted as being supplied solely for information and as in no way importing any express of implied conditions of warranty as to quality, description, colour, fitness for purpose or merchantable quality of goods subsequently delivered and the Buyer shall be deemed to have satisfied himself as to such matters prior to ordering goods.
- 4.2 Literature, catalogues and advertising matter are issued to indicate the type and range of goods offered for sale. Particulars contained therein may be subject to amendment and are not binding upon the Company.

**5. PRICES**

- 5.1 Quotations only indicate the price ruling at the date of quotation and all goods will be charged at the prices ruling at the date of despatch.
- 5.2 All prices quoted are exclusive of VAT which will be charged at the prevailing rate at the date of despatch.

**6. PAYMENT**

- 6.1 Unless the Company notifies the Buyer otherwise in writing, payment will become due on or before the thirtieth day of the month following the date of invoice.
- 6.2 Payment shall not be deemed to have been made or received until cash has been handed to an officer of the Company, or any cheque or draft paid to the Company shall have been cleared and the Company's bank account credited with the amount in which the cheque or draft is drawn.
- 6.3 Where the goods are for delivery abroad, payment shall be made by irrevocable letter of credit opened with a bank in the United Kingdom approved by the Company with payment being made against presentation of the usual shipping documents.
- 6.4 The Company reserves its rights to charge interest upon invoices which become overdue for payment at the rate of three per cent per annum above the H.S.B.C Bank plc base rate.
- 6.5 Failure by the Buyer to make payment on or by any due date shall constitute a breach of contract and the Company may suspend all further deliveries of goods under any contract until payment is made in full, or cancel the order.

**7. SCHEDULED ORDERS**

- 7.1 A scheduled purchase order shall constitute authority to manufacture the total goods as specified on the order. The Buyer shall be obliged to take delivery and make payment for all goods specified on a scheduled order.
- 7.2 The maximum interval between scheduled delivery dates and the maximum notice for change to scheduled delivery dates shall be four weeks.
- 7.3 The Buyer shall at all times be liable for the current scheduled total stocks, work in progress, specially purchased materials and special manufacturing tools required to fulfil the scheduled order.

**8 DEFERRED DELIVERIES**

- 8.1 Should the Buyer defer any previously agreed delivery date (whether for full or part deliveries), the Company will invoice the Buyer as if the goods had been delivered and payment shall become due according to the normal terms of payment. The Company may also charge storage costs for the period of deferment.

**9. MANUFACTURING TOLERANCES AND SPECIFICATIONS**

- 9.1 If manufacturing tolerances or surface finishes are not clearly defined in any specification or drawing supplied by the Buyer, the Company reserves the right to manufacture to the Company's commercially accepted tolerance or finish and from the Company's commercially accepted material for the product concerned.
- 9.2 Where detailed specifications are to be supplied by the Buyer, such specifications must be supplied at the time of placement of the order unless otherwise agreed in writing by an officer of the Company.
- 9.3 Where additional or changed information is supplied to the Company by the Buyer after placement of any purchase order, the Company reserves the right to increase prices to cover any costs arising from and any losses incurred by the Company as result of such alteration, and to extend the delivery period.
- 9.4 The Company reserves the right to alter the specification of any goods without prior reference to the Buyer, provided that the goods comply in all known respects with the Buyer's requirements.
- 9.5 The Company will not accept liability for minor variations in sizes or colour matching tolerances within commercially accepted limits.
- 9.6 Where goods have been supplied to the Buyer's specifications, the company will not accept liability for any failure or defect of such goods and the Buyer shall indemnify the Company against all actions, claims, costs and proceedings, including claims that the specifications of goods infringe the intellectual property rights of another. The Company gives no warranty as to the fitness for any particular purposes of goods so supplied to the Buyer's own specification and cannot accept liability for clerical or drawing errors on the specification supplied by the Buyer.

**10. DELIVERY**

- 10.1 Although the Company will make every effort to deliver goods on the agreed date, time is not of the essence of the contract. Any quoted delivery dates or supply periods are business estimates only and the Company shall not be liable for any loss or damage whatsoever incurred by delayed delivery of goods.
- 10.2 All quoted delivery periods are based upon the Buyer submitting and/or approving any relevant drawings at the time of placing the order.
- 10.3 In such cases where the Company concludes the contract of carriage or shipment and/or arranges for the insurance of the goods for transit, the Company shall be deemed to be acting solely as an agent for the Buyer and sub-sections (2) and (3) of Section 32 of the Sale of Goods Act 1979 shall be inapplicable.
- 10.4 Carriage and packaging will be charged at cost unless otherwise agreed in writing by the Company.
- 10.5 Unless otherwise agreed in writing, the Company reserves the right to determine the most economical route and type of vehicle to be used to effect all deliveries. The Company reserves the right to make charges for all abortive journeys undertaken against the Buyer's instructions. Buyer's instructions which restrict the type of vehicle to be used must be agreed in writing and may be subject to an additional carriage charge.

**11. EXPORT ORDERS**

- 11.1 All export sales are subject to the Company obtaining the necessary export licences and any other permits and in the event that any such licence or permit cannot be obtained, the contract shall be void and the Company shall be under no liability whatsoever to the Buyer.
- 11.2 The Buyer shall obtain all necessary import licences and permits in the country of destination but failure to obtain any such licence or permit shall not avoid the contract or relieve the Buyer of its obligations to accept and pay for goods.

**12. TITLE TO GOODS**

- 12.1 The legal and equitable title to all good supplied under any contract will not pass to the Buyer until the price for the goods has been paid for in full and until such payment the Buyer will hold the contract goods in a fiduciary capacity as Bailee for the Company.
- 12.2 Whether the contract goods are resold by the Buyer and at the time of such resale the title in such contract goods has not passed to the Buyer, then the proceeds of such resale shall be held by the Buyer in a fiduciary capacity on trust for the Company and the Buyer will account to the Company for the same to the extent necessary to pay the price for the contract goods.
- 12.3 The Buyer shall so long as the Company is entitled to the property in the contract goods store the same so that they are identifiable as the property of the seller.
- 12.4 Without prejudice to any of the Company's other rights (whether to damages or under the contract or otherwise) the Company may at any time after the price for the contract goods has become due and remains unpaid, rescind the contract and/or recover any contract goods which are still the property of the Company and may enter onto the Buyer's premises or instruct agents for that purpose.
- 12.5 Whether or not the price for the contract goods has become due from the Buyer under the contract, such price will be deemed to be due from the Buyer immediately on the Buyer becoming bankrupt, calling a meeting (whether formal or informal) of any of its creditors, or (where the Buyer is a body corporate) having a receiver or manager appointed of its undertaking or any part thereof, or on a resolution being passed or on a petition being presented to any court for the winding-up of the Buyer, or the commencement of any proceedings whatsoever relating to insolvency of the Buyer.
- 12.6 Notwithstanding the foregoing provisions the risk in the contract goods shall pass on delivery to the Buyer.

**13. DAMAGE LOSS / NON-DELIVERY**

- 13.1 The Company cannot accept responsibility for damage to goods, misdelivery or non delivery where the carrier has been given a clear receipt by the Buyer.
- 13.2 Any loss of or damage to goods must be notified to the Company immediately upon receipt of the goods by telephone and confirmed in writing within seven days thereafter. The Buyer shall at the same time notify the carrier in writing of any such loss and shall enter a note of the same upon the carrier's paperwork. If the Buyer fails to give any notice as provided above, and the Company is precluded from making recovery from the carrier in respect of the loss or damage complained of then the Buyer shall be liable to pay for the goods as though no such loss or damage had occurred.
- 13.3 Any claim for non delivery of goods must be made to the Company in writing within seven days of the date of advised delivery.

**14. QUALITY OF PRODUCT**

- 14.1 Goods proved to be defective within 28 days of the date of despatch from the Company's works will be replaced at the place of original delivery and the Company's liability shall in no circumstances exceed the invoice value of the goods accepted as being defective. No allowance will be made for the Buyer's labour, expenses and consequential loss.
- 14.2 This guarantee does not apply to and no responsibility will be accepted for damage occurring in transit, or for goods which have suffered or been subjected to undue wear and tear, accident, misuse, improper application, neglect or overloading.
- 14.3 The Company shall be under no liability in respect of the quality, condition or description of the goods or for loss or damage including consequential loss or damage howsoever caused to the Buyer or to any other person.

**15. FORCE MAJEURE**

- 15.1 The Company shall not be liable for any failure to observe or for any breach of any of the terms hereof by reason of force majeure and in such events deliveries may be wholly or partially suspended by the Company during the operation of force majeure and the time of such suspension shall be added to the delivery time specified in the original contract.

**16. BREACH OF CONTRACT**

- 16.1 If the Buyer shall make default or commit breach of a contract or of any other of its obligations to the Company, or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer any arrangement or composition with its creditors, or commit any act of bankruptcy or if any resolution or petition to wind up the Buyer's business shall be passed or presented the Company may without notice:
  - a) suspend or determine the contract of any unfulfilled part thereof without prejudice to its existing rights thereunder
  - b) stop any goods in transit
  - c) recover from the Buyer's premises any goods which are the property of the Company and
  - d) be entitled to claim against the Buyer for any loss or damage sustained by such suspension or determination.

**17. CANCELLATIONS / RETURNS**

- 17.1 No contract for goods ordered may be cancelled and no goods may be returned without prior written consent of the Company and it shall be an implied condition of any cancellation or return to which the Company consents that the Buyer shall indemnify the Company by a minimum of 20% of the invoiced value to cover the Company's costs.
- 17.2 Where the Company consents to the return of any such goods the responsibility for and the cost of the return of the said goods in the condition as supplied is on the Buyer.
- 17.3 Only unopened and undamaged packages will be accepted by the Company and only the goods in a re-saleable condition as determined by the Company shall be credited at the discretion of the Company.

**18. INTELLECTUAL PROPERTY**

- 18.1 All patterns, drawings, sketches and designs produced by the Company shall remain the property of the Company. The Buyer may not utilise, reproduce or communicate knowledge of such items and the Buyer shall return the same to the Company at the Company's request.

**19 SUB-CONTRACT MANUFACTURE**

- 19.1 The Company reserves the right to subcontract the fulfilment of any order or contract or any part thereof.
20. STATUTORY RIGHTS
- 20.1 Nothing contained herein is intended to affect nor will it affect a consumer's statutory rights.
21. LAW

- 21.1 These conditions and any contract to supply goods shall be subject to and construed in accordance with English Law and the parties hereby agree to accept the exclusive jurisdiction of the English Courts in all matters connected therewith or relating thereto.

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