1. DESCRIPTION OF GOODS

All drawings, illustrations, specifications and descriptions of the Goods issued or published by the Seller are for general purposes only and shall not form part of the Contract. The Contract is not a sale by sample.

2. DELIVERY AND RECOVERY

2.1 The Buyer's order is an offer by the Buyer to purchase goods from the Seller on and subject to these Conditions.

2.2 The Buyer's order shall be deemed to be accepted by the Seller and a contract between the Buyer and the Seller on and subject to these Conditions shall be formed upon the earliest to occur of an Order Acknowledgement being issued by the Seller or the Seller informing the Buyer that the Order has been accepted or the Seller delivering the Goods to the Delivery Address or the Seller informing the Buyer that the Goods are available for collection.

2.3 The Seller shall incorporate these Conditions to the exclusion of any and all terms or conditions contained in any purchase order or other document proffered at any time by the Buyer or otherwise brought to the Seller's attention.

2.4 No variation to the Contract shall be binding unless agreed in writing by the Buyer and a duly authorised representative on behalf of the Seller.

3. NOTICE OF DEPARTURE AND REMARKS

3.1 All drawings, illustrations, specifications and descriptions of the Goods issued or published by the Seller are for general purposes only and shall not form part of the Contract. The Contract is not a sale by sample.

3.2 The Seller reserves the right at any time without prior notice to the Buyer to alter or change the description specifications or details of the Goods, and the Buyer acknowledges and agrees that it shall not, by reason of any such alteration or change have the right to reject the Goods and/or to take action for breach of contract.

4. DELIVERY AND ACCEPTANCE

4.1 Subject to the provisions of Conditions 4.2 and 4.3, the Seller shall deliver the Goods to the Delivery Address and delivery of the Goods shall be deemed to have occurred immediately upon the arrival of the Goods at the Delivery Address.

4.2 If the Delivery Address is the Seller's premises, the Buyer shall be responsible for collecting the Goods therefore. The Goods shall be deemed to have been collected at 17:00 on the final date for collection of the Goods, whichever is the earlier to occur.

4.3 If the Delivery Address is outside mainland Great Britain, the Goods shall be delivered DDU (as such term is defined in Incoterms, 2000 edition) at the Delivery Address. Delivery of the Goods shall be deemed to have occurred on the date on which the Goods are collected by the Seller at the Delivery Address or in the case of delivery by the Buyer's collecting the Goods at 17:00 on the final date for collection of the Goods, whichever is the later to occur.

4.4 Time for delivery of the Goods shall not be of the essence of the Contract and any times or dates relating to delivery provided by or on behalf of the Seller are non-binding estimates only. The Seller shall have no liability to the Buyer in respect of or in connection with any delay in delivery of the Goods. In particular but without limitation, if Condition 7.4 applies Goods will not be despatched or made available for collection until payment in full in cleared funds of the Total Contract Price has been received by the Seller.

4.5 With immediate effect from the time delivery of the Goods is deemed to have occurred pursuant to Conditions 4.1, 4.2 or 4.3, the risk in the Goods shall pass to the Buyer and the Seller shall have no further obligations whatsoever in relation to the transportation, care or storage of the Goods.

4.6 If any Goods are still in the possession of the Seller after a period of five (5) Working Days from the delivery date the Seller shall have the right (without giving notice to the Buyer) to dispose of the Goods in any manner it sees fit, including re-selling the Goods and retaining any proceeds thereof. The Buyer agrees that delivery of the Goods to the Buyer is at such risk and that, notwithstanding anything in this Condition 4.6, the Seller shall be entitled to enter the Buyer to any right of action, cancellation or termination in respect of the Contract as a whole or any contract relating to any other instalment.

5. LOSS AND DAMAGE IN TRANSIT AND INSPECTION OF GOODS ON DELIVERY

5.1 The Seller shall be liable for any loss or damage to the Goods in transit if Conditions 4.1 or 4.3 are not complied with by the Seller at the point at which the Goods are deemed to have occurred pursuant to Condition 4.1 or 4.3 (as applicable) and either (a) the loss or damage is notified to the Seller by the Buyer in writing within 48 hours from the time the Goods are delivered to the Buyer or (b) in the case of total loss, the non-arrival is notified to the Seller in writing within 48 hours of receipt by the Buyer of the Seller's invoice for the Goods.

5.2 Without prejudice to the provisions of Conditions 5.1 and 8.5, the Buyer shall inspect the Goods for defects immediately following collection or delivery and unless the Buyer notifies the Seller of any alleged defect in the Goods within seven (7) days of the date of delivery or collection of the Goods the Buyer shall be deemed to have accepted the Goods as delivered.

5.3 The Seller's liability in respect of any alleged damage or defect notified to it pursuant to Conditions 5.1 or 5.2 shall be conditioned upon the Buyer, in accordance with the Seller's instructions, promptly making available for collection of the Goods by the Buyer or notifying the Seller as soon as possible the occurrence of or any event or circumstances in relation to either the Goods or the Contract as a whole or any contract relating to an instalment.

5.4 Without prejudice to the provisions of Condition 5.5, the Seller's liability in respect of any claim under this Condition 5 shall in all circumstances be limited (at the Seller's sole option) to the replacement or repair as soon as reasonably practicable of any Goods which the Seller finds to be lost, damaged or defective or, where payment for such Goods has already been made by the Buyer, crediting such amount to the Buyer's account. If, and if applicable, the reimbursement to the Buyer of the reasonable costs incurred in returning such Goods to the Seller.

6. RETENTION OF TITLE

6.1 Until the Seller has received in full in cleared funds: (a) the Total Contract Price; and (b) all other sums which are or which become due from the Buyer to the Seller on any account whatever, including all sums due under or in connection with any contract or transaction entered into by the Seller with the Buyer, whether the same relates to Goods which are or have been delivered or which are or have been retained by the Seller at the Buyer's request or otherwise, and including any interest on any of the foregoing.

6.2 Without prejudice to the Buyer's rights under Condition 6.4, the Buyer shall (a) store any Retained Goods (at no cost to the Seller) separately from all other goods of the Buyer or any other person and in such a way that they remain readily identifiable as the Seller's property; (b) not destroy, deface or obscure any identifying mark on or relating to any Retained Goods; and (c) maintain any Retained Goods in the condition in which they were delivered.

6.3 The Buyer hereby grants to the Seller and its representatives an irrevocable licence at any time to enter without notice any premises where Retained Goods are being stored or kept in order to inspect them and identify them as the Seller's property.

6.4 The Buyer may use or re-sell Retained Goods in the ordinary course of its business.

6.5 The Buyer's powers of use and re-sale in respect of Retained Goods under Condition 6.4 shall terminate: (a) if at any time the Seller has any concerns regarding the Buyer's financial circumstances, forthwith on the Seller serving notice on the Buyer; and (b) automatically and immediately upon the occurrence of any of the following: (i) the presentation of a petition, or the convening of a meeting for the purpose of considering a resolution, for the winding up or dissolution of, the passing of any resolution for the winding up or dissolution of, or the making of a winding up order or against order for the dissolution of, the Buyer; (ii) the appointment of a receiver, an administrative receiver, receiver and manager, administrator (as such term is defined in Part X of the Insolvency Act 1986) in relation to the Buyer or any of its subsidiaries or branches; or (iii) the proposal of, application for or the making of an administration order under Part X of the Insolvency Act 1986 in relation to the Buyer or any of its subsidiaries or branches; or (iv) the happening of any other event or circumstance in relation to the Buyer or any of its subsidiaries or branches which is or may be reasonably likely to result in the cessation of the business or the whole or any substantial part of its business.

6.6 The Seller shall be entitled to repossess any Retained Goods at any time.

CHARTERHOUSE HOLDINGS PLC TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS (THE “CONDITIONS”) Warning: these Conditions contain exclusion clauses and limitations on liability

1. APPLICATION OF THE CONDITIONS

1.1 In these Conditions the following words and expressions shall have the following meanings:

Buyer: the person from whom the Seller receives an order, whether in writing, via fax or email or over the telephone or internet.

Contract: the contract between the Seller and the Buyer formed pursuant to Condition 2.2.

Delivery Address: the address for delivery of the Goods as detailed in the Order Acknowledgement (if applicable) or agreed by the Seller and the Buyer in writing or over the telephone.

Goods: the goods supplied or to be supplied by the Seller to the Buyer under the Contract.

Order Acknowledgement: the Seller's written or email acknowledgement of the Buyer's order.

Price: the price for the Goods as defined in Condition 7.1.

Seller: Charterhouse Holdings plc (company number 00981887) whose registered office is at Oakridge Park, Trent Lane, Castle Donington, Derby DE74 2PY.

Total Contract Price: the price to the Buyer and any additional amounts payable by the Buyer under the Contract pursuant to Condition 7.2.

Working Day: any day, not being a Saturday, Sunday or public holiday in England and Wales.
8. WARRANTY

8.1 Subject always to Conditions 8.4 and 8.5, the Seller warrants to the Buyer that the Goods shall, for a period of six months commencing on the date on which delivery is deemed to have occurred (the “Warranty Period”):

(a) be of satisfactory quality; and

(b) be fit for their purpose.

8.2 If, during the Warranty Period, the Buyer becomes aware of any breach of the warranty at condition 8.1, the Buyer shall:

(a) within five (5) Working Days of discovering the relevant breach, supply the Seller with written particulars of the same; and

(b) in accordance with the Seller’s instructions, promptly make available for collection by the Seller or the Seller’s representatives all alleged breaches of the warranty.

8.3 The Seller’s liability in relation to any breach of warranty claim under this Condition 8.2 shall in all circumstances be limited (at the Seller’s sole option) to the replacement or repair as soon as reasonably practicable of any Goods which the Seller finds to be non-conforming or, where payment for such Goods has already been made by the Buyer, crediting the Buyer with the relevant amount of the Total Contract Price and, if applicable, the reimbursement to the Buyer of the Buyer’s reasonable costs incurred in returning such Goods to the Seller.

8.4 The Seller shall have no liability to the Buyer for any breach of warranty under this Condition 8.2 unless:

(a) the Buyer has complied with its obligations under Condition 8.2; and

(b) if the non-conformity in question was caused by damage in transit and either the Seller is not, pursuant to Condition 5.1, liable for such damage or such damage should have been (but was not) notified to the Seller in accordance with Condition 5.1.

8.5 Inspection of the Goods shall not entitle the Buyer pursuant to Condition 5.2 ought reasonably to have revealed the non-conformity in question and/or the non-conformity should have been, but was not, notified to the Seller in accordance with Condition 5.2.

8.6 If the non-conformity in question was caused or aggravated by any act or omission on the part of the Buyer, its employees, officers, representatives or customers, including (but not limited to):

(i) any use, handling, assembly or storage of the Goods in any manner contrary to any instructions provided by the Seller and/or good trade practice; or

(ii) any modification or alteration of the Goods.

8.7 For non-conformities caused by normal wear and tear; and/or

(i) the Buyer makes any further use of the allegedly non-conforming Goods after discovering the non-conformity.

8.8 Save as provided in Condition 5.1, the Seller shall have no liability to the Buyer for any damage to or defect in non-conformity in any Goods which are hardware, including cutters, printers, heat presses, engraving and embroidery machines, and the warranty at Condition 8.1 shall not apply thereto. The Buyer’s sole remedy in the event of loss or damage to or defect in any Goods shall be return of the allegedly non-conforming Goods to the Seller at the Buyer’s cost and at the Buyer’s risk.

9. LIMITATION OF LIABILITY

9.1 Subject always to Condition 9.2:

(a) the Seller’s total liability to the Buyer in connection with any and all claims arising out of or in connection with the performance or contemplated performance of the Contract shall not exceed the Total Contract Price.

(b) in no circumstances shall the Seller be liable to the Buyer for: (i) any loss of income, loss of profit, loss of business, loss of contract, depletion of goodwill, wasted expenditure or any other economic loss (in each case whether such loss is direct, indirect or consequential); or (ii) any indirect or consequential loss or damage, however arising; and

(c) save as expressly provided in these Conditions, all warranties, conditions, and other terms implied by statute or common law in relation to the Goods are hereby excluded from the Seller’s obligations under this Contract.

9.2 Nothing in the Contract shall be interpreted as excluding or limiting the liability of the Seller for any matter in respect of which it would be illegal or unlawful for the Seller to do so, including for death or personal injury resulting from negligence.

10. CANCELLATION AND TERMINATION

10.1 Unless to the contrary provided in this Contract, the cancellation of the Contract by the Buyer shall be binding on the Seller unless agreed in writing by the Seller. Any agreed cancellation shall be subject to the conditions that:

(a) the Buyer shall, within seven (7) Working Days from the date of notice from the Buyer specifying the breach and the remedy requested; and

(b) the Buyer shall pay to the Seller the price for the Goods which are cancelled.

10.2 If the Buyer shall have the right to terminate the Contract without liability to the Buyer immediately on giving the Buyer notice if:

(a) the Buyer commits any breach of either the Contract (including any contract relating to an instalment of Goods) (other than a failure to pay the Total Contract Price or any part thereof by the due date) or any other contract between the Buyer and the Seller and fails to remedy such breach (if capable of remedy) within seven (7) Working Days from notice from the Seller specifying the breach and the remedy requested; or

(b) the Buyer fails to pay the Total Contract Price or any part thereof by the due date;

(c) of any of the events set out in Condition 6.5(b) to (d) occur.

10.3 The Buyer acknowledges that Conditions 4.4, 4.6, 5.1, 6.2, 6.3, 6.5, 6.6, 6.7, 7, 8, 9, 10.1, 12, 13, and this Condition 10.3 shall survive the termination or cancellation of the Contract, however arising.

11. FORCE MAJEURE

11.1 The Seller reserves the right, without liability to the Buyer, to suspend, delay or cancel the performance of the Contract, and/or to alter the Total Contract Price, and/or to effect any of the events set out in Condition 6.5(b) to (d) without any liability to the Buyer.

11.2 If, pursuant to Condition 11.1, the Seller elects to suspend or delay performance of the Contract and the Force Majeure Event in question continues for a continuous period of more than thirty (30) Working Days, the Buyer shall be entitled to cancel the Contract by giving notice in writing to the Seller.

12. CREDIT REFERENCE

12.1 The Seller is entitled to make a search on the Buyer with a credit reference agency which will keep a record of that search and will share information about the Buyer with other businesses.

12.2 The Seller may also make enquiries with a credit reference agency about the Buyer’s principal directors if the Buyer is a company or about the Buyer’s partners if the Buyer is a partnership.

12.3 The Seller is entitled to monitor and record information relating to the Buyer’s credit performance and such records may be made available to credit reference agencies who may share that information with other businesses to assess applications for credit, manage credit, check trade debtor’s and prevent fraud and money laundering.

13.1 By placing an order the Buyer consents to the Seller carrying out the activities referred to in this Condition 12.

13.2 The Seller and the Buyer do not intend that any term of the Contract shall be enforceable by any person that is not a party to the Contract, howsoever arising.

13.3 If any provision of the Contract is found to be invalid, unenforceable or illegal by the courts of a country in which the Seller and the Buyer do not have their registered or principal place of business, then that provision shall be construed as a waiver of any of its rights under the Contract.

13.4 If any provision of the Contract is found to be invalid, unenforceable or illegal by the courts of a country in which the Seller and the Buyer do not have their registered or principal place of business, then that provision shall be construed as a waiver of any of its rights under the Contract.

13.5 The Seller and the Buyer do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person that is not a party to the Contract, howsoever arising.

13.6 If any provision of the Contract is found to be invalid, unenforceable or illegal by the courts of a country in which the Seller and the Buyer do not have their registered or principal place of business, then that provision shall be construed as a waiver of any of its rights under the Contract.

13.7 The Seller and the Buyer do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person that is not a party to the Contract, howsoever arising.

13.8 If any provision of the Contract is found to be invalid, unenforceable or illegal by the courts of a country in which the Seller and the Buyer do not have their registered or principal place of business, then that provision shall be construed as a waiver of any of its rights under the Contract.

13.9 If any provision of the Contract is found to be invalid, unenforceable or illegal by the courts of a country in which the Seller and the Buyer do not have their registered or principal place of business, then that provision shall be construed as a waiver of any of its rights under the Contract.