

TECHNICAL TEXTILE SERVICES LIMITED, CONDITIONS OF SALE

<p>1 Interpretation</p> <p>1.1 In these Conditions:</p> <p>'CUSTOMER' means the person who accepts a quotation of the Company for the sale of the Goods or the provision of the Services or whose order for the Goods or the provision of the Services is accepted by the Company</p> <p>'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with the Contract</p> <p>'COMPANY' means Technical Textile Services (registered in England under number 2672522) sometimes trading as Tectex.</p> <p>'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company</p> <p>'CONTRACT' means the contract for the purchase and sale of the Goods and/or the provision of the Services</p> <p>'SERVICES' means the services which the Company is to provide in accordance with the Contract</p> <p>'SERVICE GOODS' means the goods upon which the Company is to provide the services</p> <p>'WRITING' includes e-mail, facsimile transmission and comparable means of communication.</p> <p>1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, reenacted or extended at the relevant time.</p> <p>1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.</p> <p>2 Basis of the sale</p> <p>2.1 The Company shall sell (and/or provide the Services) and the Customer shall purchase the Goods (and/or accept the Services) in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.</p> <p>2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company.</p> <p>2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods or the Services unless confirmed by the Company in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed.</p> <p>2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods (or Service Goods) which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed provided always that nothing in these conditions shall affect the Customer's rights or remedies in respect of any fraudulent misrepresentations.</p> <p>2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.</p> <p>2.6 The Customer warrants:</p> <p>2.6.1 that it is the owner of the Service Goods or is authorised by the owner to enter into this contract in respect of the Service Goods;</p> <p>2.6.2 that it has advised the Company in writing of all special storage and handling requirements of the Service Goods;</p> <p>2.6.3 that the Service Goods will comply with the description, quality, dimensions and specification provided by the Customer; and</p> <p>2.6.4 it has advised the Company if the Service Goods are of special or unusual value.</p> <p>2.7 Without prejudice to condition 2.6.3, if the Service Goods do not comply with any description (whether as to quality, dimension or otherwise) provided by the</p>	<p>Customer to the Company and the Company is unable to perform the Services or the cost of the performance of the Services by the Company will be greater than they would have been if the Service Goods had so complied., the Company reserves the right (as it sees fit) to cancel the Contract without any liability to the Customer or to make such amendments to the specification of the Services as it deems appropriate.</p> <p>3 Orders and specifications</p> <p>3.1 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods (and/or the Service Goods, as the case maybe) within a sufficient time to enable the Company to perform the Contract in accordance with its terms.</p> <p>3.2 The quantity, quality and description of and any specification for the Goods or Services (as the case may be) shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company).</p> <p>3.3 If the Goods are to be manufactured or any process is to be applied to the Goods (and/or the Service Goods) by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification.</p> <p>3.4 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.</p> <p>3.5 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.</p> <p>4 Price of the goods</p> <p>4.1 The price of the Goods or the provision of the Services shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order. Unless otherwise stated by the Company at the time of quotation or otherwise subsequently agreed in writing to the contrary all prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.</p> <p>4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods (or the Services) to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods (or Services) which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.</p> <p>4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in Writing between the Customer and the Company, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Goods (or return the Service Goods) otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.</p> <p>4.4 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.</p> <p>5 Terms of payment</p> <p>5.1 Subject to any special terms agreed in Writing between the Customer and the Company, the Company shall be entitled to invoice the Customer for the price of the Goods and/or Services on or at any time after delivery of the Goods (or return of Service Goods), unless the Goods (or Service Goods) are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods (or Service Goods), in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods (or Service Goods) are ready for collection or (as the case may be) the Company has tendered delivery of the Goods (or Service Goods).</p>	<p>5.2 Save as specified to the contrary by the Company the Customer shall pay the price of the Goods (and/or Services) (less any discount to which the Customer is entitled, but without any other deduction) within 30 days of the date of the Company's invoice, and the Company shall be entitled to recover the price, notwithstanding that delivery or performance may not have taken place and the property in the Goods has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.</p> <p>5.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to do all or any of the following and in any order and where applicable on more than one occasion:</p> <p>5.3.1 cancel the contract or suspend any further deliveries to the Customer;</p> <p>5.3.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and</p> <p>5.3.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 5 per cent per annum above Lloyds TSB plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). The Company will also exercise, under such circumstances, the statutory right to claim compensation for debt recovery costs under the late payment legislation.</p> <p>5.3.4 deal with any Service Goods in its possession as if they were Service Goods to which clause 6.6 applied.</p> <p>5.4 The Customer shall indemnify and keep indemnified the Company against all costs and expenses (including legal costs) which the Company may incur either before, during or after the commencement of any action in connection with the settlement of any claim by the Company against the Customer under the Contract (including but without limitation any claim relating to any debt due by the Customer to the Company), any legal proceedings in relating to any such claim where judgment is given to the Company and the enforcement of any such settlement or judgment.</p> <p>6 Delivery</p> <p>6.1 Delivery of the Goods (or return of the Service Goods) shall be made by the Customer collecting the Goods (or Service Goods) at the Company's premises at any time after the Company has notified the Customer that the Goods (or Service Goods) are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods (or Service Goods) to that place. Where the Company agrees to deliver the Goods otherwise than at the Company's premises the Company shall be under no obligation under s32(2) Sale of Goods Act 1979.</p> <p>6.2 Any dates quoted for delivery of the Goods (or Service Goods) are approximate only and the Company shall not be liable for any delay in delivery of the Goods (or Service Goods) however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in Writing. The Goods (or Service Goods) may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.</p> <p>6.3 Where delivery of the Goods (or Service Goods) is to be made by the Company in bulk, the Company reserves the right to deliver up to 10 per cent more or 10 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered. The Company reserves the right to vary the width or other dimensions of Goods or Service Goods (in the latter case after the Services to be performed upon them have been performed) by 10 per cent (or such other tolerance agreed in writing between the Company and the Customer in relation to the Contract) and the Customer accepts that the Services may produce wastage of the Service Goods and such wastage shall unless the Company shall elect in Writing to the contrary become the Company's property.</p> <p>6.4 Where the Goods (or the Service Goods) are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or</p>
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	any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.		agreed specification at the time of delivery. In the case of Services the Company warrants that the Services will be carried out with reasonable skill and care.		insurrection, civil disturbance or requisition;
6.5	If the Company fails to deliver the Goods (or any instalment) or to return the Service Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods (or Service Goods as the case may be).	8.2	The above warranty is given by the Company subject to the following conditions:	8.8.3	acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
		8.2.1	the Company shall be under no liability in respect of any defect in the Goods (or Service Goods) arising from any drawing, design or specification supplied by the Customer;	8.8.4	import or export regulations or embargoes;
6.6	If the Customer fails to take delivery of the Goods (or Service Goods) or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may:	8.2.2	the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods (or Service Goods) without the Company's approval;	8.8.5	strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
6.6.1	store the Goods (or Service Goods) until actual delivery and charge the Customer for the reasonable costs (including insurance but without imposing any obligation upon the Company to insure such goods) of storage; or	8.2.3	the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods (and/or Services) has not been paid by the due date for payment;	8.8.6	difficulties in obtaining raw materials, labour, fuel, parts or machinery;
6.6.2	sell the Goods (or Service Goods) at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.	8.2.4	the above warranty does not extend to pre-existing defects in parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.	8.8.7	power failure or breakdown in machinery.
6.7	The Customer must notify The Company of any discrepancies between delivery note details and actual goods received within 3 working days. Failure to do so will render the Customer liable for the full value of goods shown on the delivery note.	8.3	Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.	8.9	The limitations in this clause on the Company's liability shall not apply to the extent either (a) the Company is successfully able and does makes recovery in respect of such liability from any third party (for the avoidance of doubt the provisions of this clause shall not imply any obligation upon the Company to take any action against any third party) and (b) the Company is able and does make recovery in respect of such liability under the terms of any policy of insurance it has in force (for the avoidance of doubt the provisions of this clause shall not imply any obligation on behalf of the Company to have any insurance in place and the Customer is invited to make enquiry of the Company as to the level of insurance it has in place from time to time. If having responded to such enquiry the Company shall be entitled to change the level of insurance without any notification to the Customer)
7	Risk and property	8.4	Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.	9	Indemnity
7.1	Service Goods shall not be at the Company's risk unless and until delivery of them to the Company at its premises has been formally accepted by a duly authorised representative. Risk of damage to or loss of the Goods (and/or Service Goods) shall pass (or as the case may be pass back) to the Customer:	8.5	Any claim by the Customer which is based on any defect in the quality or condition of the Goods (and/or the Service Goods) or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods (and/or the Service Goods) and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods (and/or the Service Goods) had been delivered in accordance with the Contract.	9.1	If any claim is made against the Customer that the Goods (or Service Goods) infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by the Customer, the Company shall indemnify the Customer against all loss, damages, costs and expenses awarded against or incurred by the Customer in connection with the claim, or paid or agreed to be paid by the Customer in settlement of the claim, provided that:
7.1.1	in the case of Goods (and/or Service Goods) to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods (and/or Service Goods) are available for collection; or	8.6	Where any valid claim in respect of any of the Goods (and/or the Service Goods) which is based on any defect in the quality or condition of the Goods (and/or the Service Goods) or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (and/or the Service Goods) (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price) or in the case of the Service Goods refund the cost of the Services (or a proportionate part of the cost) and an amount equal to the cost of replacing the Service Goods, but the Company shall have no further liability to the Customer.	9.1.1	the Company is given full control of any proceedings or negotiations in connection with any such claim;
7.1.2	in the case of Goods (and/or Service Goods) to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods (and/or Service Goods), the time when the Company has tendered delivery of the Goods (and/or Service Goods).	8.7	Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (or the provision of the Services) or the use or resale by the Customer of the Goods or the Service Goods, and the entire liability of the Company under or in connection with the Contract shall not exceed the price for the Company's performance of the Contract, except as expressly provided in these Conditions.	9.1.2	the Customer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations;
7.2	Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods and services agreed to be sold or provided by the Company to the Customer for which payment is then due.	8.8	The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:	9.1.3	except pursuant to a final award, the Customer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld);
7.3	Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.			9.1.4	the Customer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);
7.4	Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.			9.1.5	the Company shall be entitled to the benefit of, and the Customer shall accordingly account to the Company for, all damages and costs (if any) awarded in favour of the Customer which are payable by, or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
7.5	The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.			9.1.6	without prejudice to any duty of the Customer at common law, the Company shall be entitled to require the Customer to take such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable to indemnify the Customer under this clause.
8	Warranties and liability			10	Insolvency of Customer
8.1	Subject to the conditions below and the tolerances referred to in these conditions the Company warrants that the Goods will materially correspond with their	8.8.1	Act of God, explosion, flood, tempest, fire or accident;	10.1	This clause applies if:
		8.8.2	war or threat of war, sabotage,	10.1.1	the Customer makes any voluntary arrangement with its creditors or (being an individual or firm)

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- becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 10.1.3 the Customer ceases, or threatens to cease, to carry on business; or
- 10.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 10.2 If this clause applies then, without prejudice to any other right or remedy available to the Company:
- 10.2.1 the Company shall be entitled to cancel the Contract or suspend any further deliveries or performance under the Contract without any liability to the Customer,
- 10.2.2 (if the Goods have been delivered or the Services performed but not paid for) the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; and
- 10.2.3 the Company shall be entitled to sell any Service Goods in its possession as if the provisions of clause 6.6 applied.
- 11 General**
- 11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 11.4 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the nonexclusive jurisdiction of the English courts.
- .5 No person other than a party to this Contract shall be entitled to enforce any term of this Contract and the parties to this Agreement shall be free to rescind or vary the terms of this Contract in such manner as this Contract shall allow without the consent of any other person.