

TERMS & CONDITIONS OF CONTRACT

1 GENERAL

- a In these conditions
- 1 "The Seller" means BOWMER BOND NARROW FABRICS LTD
- 2 "Material" means the material to which this document relates and
- 3 "The Buyer" means the customer buying the material
- b These conditions shall apply except as may be expressly agreed by the Seller in writing
- Any concession or waiver made by the Seller at any time shall not prejudice the exercise of its rights hereunder

2 FORCE MAJEURE, ETC

- a If events beyond the Seller's reasonable control prevent the Seller from delivering the material by the appropriate delivery date, such date shall be postponed for a reasonable period. Beyond such period, the Seller may without liability cancel this contract as regards such material unless the material either has been made or is in the course of being made or has been appropriated by the Seller to this Contract
- b If, by reason of such circumstance, the Seller is prevented from supplying the Buyer with the full quantity of material deliverable under this contract and also at the same time maintaining in full its other business then the Seller will use its best endeavours to divide available supplies equitably among its customers and accordingly shall be at liberty to withhold, reduce or suspend deliveries to the Buyer to such extent as may be reasonable and equitable in the circumstances

3 DELIVERY ARRANGEMENTS

- a The delivery date specified in this contract means the date when the material will be ready for shipment
- b The delivery date specified overleaf is a genuine forecast in the light of current conditions, but it is given without legal commitment and the Seller accepts no responsibility if in the event the Seller is unable to meet it
- c All deliveries must be taken by the completion date stated in the contract, or if no date is stated by the Buyer deliveries shall be taken and the contract completed within six months after the first day of the month in which the contract was booked
- d The Seller shall have the right to cancel any undelivered balance not taken up by the date stated on the contract or at the end of the said six months, as the case may be, or any balance which the Seller cannot deliver by reason of the Buyer's default hereunder, said in either case without prejudice to any claim for damages the Seller may have

4 LICENCES

- The Buyer will be responsible for obtaining all necessary licences which it may require to enable it to import and use the material and for all necessary exchange control consents to enable the Buyer to make payment for the material

5 PACKAGES AND CONTAINERS

- All tubes and packaging are delivered free and non-returnable

6 QUANTITY VARIATION

- The Seller will endeavour to supply exact quantities of material ordered but, unless otherwise specifically agreed, such quantities will be subject to a reasonable tolerance either way and the Buyer will pay for the actual quantities of material delivered

7 PRICE BASIS AND VARIATION

- a Unless otherwise specifically stated, the Seller's prices are quoted "free delivered" to the point of delivery specified overleaf
- b In the event of the Seller's costs of production or delivery increasing between the date hereof and the date of delivery the price at which the Buyer's order is booked shall be deemed to be increased in respect of that portion of the order which is undelivered on the day when written notice of such increase inc oasts shall be given by the Seller to the Buyer
- c When prices are quoted "CIF" or "CIF duty paid" or "C&F" or "Free Delivered" any increase in insurance, packing or freight costs, import duty, internal taxes or any other charges incidental to the delivery of the goods between the date hereof and the date of delivery, together with all costs of trans-shipment and/or deviation of voyage shall be paid by the Buyer
- d Where applicable Value Added Taxes are payable by the Buyer

8 QUALITY

- The Seller warrants that, save as otherwise herein specifically provided, the material will accord with the contract specification and will be of sound materials and workmanship and where the Seller has so specifically agreed in writing that the material will be fit for the purpose which the Buyer specified

9 REPLACEMENT OF DEFECTIVE MATERIAL

- a The Seller's liability in respect of material proved by the Buyer to be defective is limited to giving the Buyer a reasonable credit or allowance in respect of (or at the Seller's option replacing at the point of delivery specified overleaf) the defective material, but in no circumstances will the Seller's maximum liability hereunder exceed the invoice value of the defective material sold hereunder
- b The Seller shall not be liable for :
- 1 adverse effects resulting from the application of the material of any process, operation or treatment unless specifically recommended by the Seller and applied in the manner so recommended nor
- 2 loss of profit nor for consequential loss of any kind however caused,

nor

- 3 any material which has been processed in any way by the Buyer or damaged after the risk in the material has passed to the Buyer
- c Claims for loss or damage in transit will only be considered if made so as to reach the Seller within such period as will enable a valid claim to be made against the carrier
- d No liability in respect of material undelivered, lost, pilfered, or damaged in transit will be accepted by the Seller where the ownership of the material has passed to the Buyer before that occurrence, or where the carrier has been given a clear receipt of the material
- e Complaints as to the quality can be considered only if notice is given within 30 days of the date on which any fault could reasonably have been discovered and in any event not later than four months after the date of receipt of the material
- f The material may only be returned to the Seller if so agreed by the Seller and the latter's certificate as to quantity of material returned to it shall be final and binding

10 OVERDUE PAYMENTS AND CANCELLATION

- a The price payable for the material shall be net without deduction as stated on the order acknowledgement and/or invoice as issued by the Seller.
- b The Seller shall be entitled to charge interest at the rate of 1% per month on all overdue payments
- c The Seller shall be entitled to suspend or cancel further deliveries under this or any other contract between the parties hereto :
- 1 if any payment is overdue or
- 2 if the Buyer shall have failed to take delivery of any material, or
- 3 (after notice) if and to the extent that the value of the material delivered but not paid for exceeds or if delivered would exceed the Buyer's credit limit with the Seller, whether or not raised to the Buyer and whether or not payment is overdue
- d For the purpose of this condition, time of payment shall be of the essence of the contract
- e The Buyer shall not be entitled to withhold or set-off payment for material delivered for any reason whatsoever

11 PASSING OF RISK AND INSURANCE

- The risk in the material shall pass to the Buyer when the Seller delivers the material in accordance with the terms hereof to the Buyer or its agent or other person to whom the Seller has been authorised by the Buyer to deliver the material and the Seller shall have no responsibility in respect of the safety of the material thereafter and accordingly the Buyer shall insure the material thereafter against such risks (if any) as it thinks appropriate

12 PASSING OF TITLE

- However the ownership of the material shall remain with the Seller, which reserves the right to dispose of the material until payment in full for all the material has been received by it in accordance with the terms of this contract or until such time as the Buyer sells the material to its customer by way of a bona-fide sale at full market value. If such payment is overdue in whole or in part the Seller may (without prejudice to any of its other rights) recover or re-sell the material or any of it and may enter upon the Buyer's premises by its servants or agents for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which the Buyer's solvency is involved. If any of the material is incorporated in or used as material for other goods before such payment the property in the whole of such goods shall be and remain with the Seller until such payment has been made or the other goods have been sold as aforesaid, and all the Seller's rights hereunder in the material shall extend to those other goods

13 BREACH

- If the Buyer :-
- a makes default in or commits any breach of its obligation to the Seller hereunder, or
- b is involved in any legal proceedings in which its solvency is involved, or
- c (being a company) commences liquidation or
- d ceases or threatens to cease to trade, or serious doubts arise as to the Buyer's solvency, then in such cases, the Seller shall immediately become entitled (without prejudice to its other claims and rights under this contract) to suspend or cancel further performance of this contract

14 "CALL-OFF" FORMS

- This contract contains all the terms and conditions of purchase and sale relating to the supply of the material to which it relates. No further conditions will be recognised by or be binding on either party hereto apart from the actual quantities, prices and delivery dates, notwithstanding that such conditions may be annexed to any documents exchanged between the parties relating to this contract or the supply of material hereunder

15 JURISDICTION

- This contract shall be interpreted exclusively according to the law of England.