

## Goldfreeze Ltd - (herein referred to as the Company)

The placing of an order with the Company shall constitute acceptance of the terms and conditions herein.

The law of England shall apply and the courts of England shall have jurisdiction to hear and determine any dispute or wayer arising herunder.

### Placing of Orders

Unless the Company agrees to the contrary

1. Any order of goods to a total of £250 or less must be accompanied by payment in full including VAT.
2. Any order of goods to a total exceeding £250 must be accompanied by a sum not less than 50% of the invoice value of the order plus VAT at the prevailing rate.

### Credit Terms

Where the Company has agreed to provide credit facilities to the Customer prior to the placing of an order or delivers the goods or permits their collection without full payment then:-

- a) the Customer shall discharge each invoice raised by the Company in respect of the supply of goods within 30 days.
- b) where any invoice remains unpaid at the end of the 30 day period then interest shall be payable upon the total of the invoice (including tax) and together therewith at the rate of 2% per month or part thereof compounded monthly.

### Payment

Payment of balances outstanding for goods by customers who have not been given credit facilities (to include interest and storage charges if any) shall be made on or before delivery or collection.

### Cancellation

1. Upon cancellation of any order the Company shall be entitled to retain all monies paid to the Company in respect thereof.
2. Upon cancellation of any order the Company shall, after giving due credit for any sum or sums already paid in respect of such an order, be entitled to recover from the customer:-
  - a) all costs incurred by the Company (including the costs of any sub-contractor) in relation to the order up to the date upon which notification of cancellation was received by the Company

b) the profit which the Company would have made if the order had been completed and

c) interest on the aggregate of the above amounts from the date upon which notification of cancellation was received by the Company to the date of actual payment at the rate of 2% above Bank PLC base lending rate from time to time.

## Delivery

The quotation by the Company of a date for delivery is for guidance only and time shall not be the essence in respect thereof notwithstanding any representations, assurances or other statements made by the Company or any person on its behalf whether oral or in writing.

## Storage

Where goods are ready for delivery or collection or are appropriated by the Company to any order and remain for whatever reason on the custody of the Company then:-

a) the Company will notify the Customer of the availability of the goods

b) if after fourteen days from such notification the goods remain with the Company for whatever reason the storage charge set out in (c) below shall be payable to the Company in the same way and upon the same terms as interest upon outstanding invoices

c) the storage charge shall be 1% of the net invoice value of the goods per month or part thereof plus VAT.

## Returns

No unwanted goods may be returned without prior consent of the Seller. They must be returned in an "as new" condition, including any packaging. Unwanted goods may only be returned within seven days of delivery. There will be a charge for returning unwanted goods.

Garments which have been personalised by embroidery or heat seal badging or made to the special order of the Customer cannot be returned.

## Complaints

1. The Customer shall notify the Company of any defect, complaint or any other matter concerning the quality and specification of the goods supplied within 14 days of delivery or collection and the Customer hereby accepts that it will be deemed to have taken all necessary steps to inspect the goods within that period to ensure compliance with the order placed for them.

2. At the end of the 14 day period (and subject to any matter raised within the period) the Customer shall be deemed to have accepted the goods in satisfaction of the order for all purposes and shall be stopped from raising any argument to the contrary in any action brought for the price of the goods.

## Reservation of Title

1. Title to all goods supplied by the Company shall remain vested in the Company until all sums due to the Company in respect thereof (to include interest and storage charges referred to herein) have been paid.
2. The Company may at any time repossess the goods and to enable it to find, identify and thereafter remove the goods so the Customer hereby grants to the Company a licence to enter upon its land and buildings (to include all premises within the actual or constructive possession of the Customer) and whatever situate.
3. All goods in the Customer's possession to which the Customer has title shall be at the Customer's risk and the customer shall:-
  - a) Keep the goods insured for a sum not less than the amount owed to the Company in respect thereof.
  - b) provide to the Company upon request proof of such insurance.
4. The Customer shall not sell, lease, assign or otherwise part with possession of any goods belonging to the Company and shall protect the goods against damage, deterioration and other hazards and look after and take care of the goods in the manner of a responsible owner.
5. The Customer shall not permit any legal enforcement on the goods in respect of the legal obligations of itself or any other person and shall at all times uphold the legal title of the Company.

## Liability

1. The Company shall not be liable to the Customer for any indirect or consequential loss or for any claims made upon the Customer by third parties however arising.
2. The Company's liability to the Customer in respect of the quality, quantity or fitness of the goods for the purpose required shall be limited to the invoice value of the goods.

## Quantities

Where an order is placed for a quantity of goods of one specification then the supply of a number of items within 10% of the quantity specified shall be proper performance of the contract and the Customer will accept the number supplied as though the Company has supplied the exact number ordered.

## Customers Property

Where any artwork, material, drawings, samples or other property of whatever nature is provided by the Customer to the Company to enable the fulfilment of an order or part thereof then:-

- a) The property shall remain at the customer's risk and the Company accepts no liability therefor.
- b) Where the property so supplied is to become part of the goods supplied by the Company or used in any process in the manufacture of the goods supplied then the customer will provide a sufficient number taking into account reasonable spoilage in production and the Customer acknowledges that such spoilage will give to the customer no right of claim or set off in respect of the spoiled property.

## Insolvency

The Company shall in the circumstances set out below be entitled to take the following steps:

- a) stop all work on unfulfilled orders and deliver an invoice or invoices for any sum due herein under.
- b) retain any property belonging to the Customer until payment of all sums due from the Customer and after 6 weeks sell the said property to reduce or discharge all that is due.
- c) demand and be entitled to immediate payment of all monies outstanding from the Customer notwithstanding that any credit period granted to the Customer has not expired.
- d) treat any order as cancelled and the Customer will then be liable for the payment of sums due under CANCELLATION herein.

The circumstances referred to:-

- a) If the Customer becomes insolvent.
- b) If enforcement proceedings are taken by any creditor of the Customer (to include the Company) on any asset of the Customer.
- c) If any notice served under the Insolvency Legislation is not complied with by the Customer.
- d) If any insolvency proceedings are brought against the Company.
- e) If the Customer calls any meeting or passes any resolution concerning the doubtful financial state of the Company.
- f) If the Customer howsoever causes the Company to reasonably suppose that the sums due or to be due in respect of placed orders will or may not be paid.
- g) Any invoice rendered to the Customer remains unpaid for 28 days following the date upon which it fell due for payment.

## Prices

- a) The Company reserves the right to change its prices.
- b) The Customer will upon request be supplied with details of the prices applicable at

the time of the request.

c) The Customer acknowledges that any prices quoted to it or lists supplied will be subject to review and should not be relied upon as the Company's current prices thereafter.

## Samples

Where the Company supplies samples to the Customer those samples will remain the property of the Company in all legal respects. Samples may not be used by the Customer for any promotional or similar purpose without the consent of the Company.

Samples must be retained by the Customer in its own possession and the Customer is to deal with them in a like manner to the goods of the Company under the RESERVATION OF TITLE clause herein.

## Intellectual Property Rights

Where the Company is requested by a Customer to create or amend a work of any kind then, in the absence of any express assignment, the Intellectual Property Rights in the work belong to the Company and the Customer shall have no rights to the work.

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