

CHARTERHOUSE HOLDINGS PLC TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS (THE "CONDITIONS")

Warning: these Conditions contain exclusion clauses and limitations on liability

1. DEFINITIONS AND INTERPRETATION

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 00981987) whose registered office is at Oakridge Park, Trent Lane, Castle Donington, Derby DE74 2PY.
Total Contract Price	Together the Price 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.

1.2 In these Conditions references to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced such statute or statutory provision and shall include any subordinate legislation made under the relevant statute.

1.3 In these Conditions: words and expressions in the singular include the plural and vice versa; references to a person include bodies corporate, unincorporated associations, partnerships, trusts, individuals and any combinations of any one or more of the foregoing; references to a "party" or the "parties" mean the Seller and/or the Buyer as the context requires; the words "include" and "including" shall be construed and interpreted without limitation; headings are for convenience only and shall not affect interpretation.

2. CONTRACT FORMATION

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 by telephone that its order is 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 Contract 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 by the Buyer.

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. DESCRIPTION OF GOODS

3.1 All drawings, illustrations, specifications and descriptions of the Goods issued or published by the Seller are for general information 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 design, specification, materials and/or finish 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 RISK

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 therefrom. Goods shall be collected between 08:30 and 17:00 on a Working Day within five (5) Working Days of the date on which the Seller informs the Buyer that the Goods are available for collection. Delivery of the Goods shall be deemed to have occurred on the Seller placing the Goods at the Buyer's disposal at the time of collection or 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 completion by the Seller of its obligations pursuant to such Incoterm. Where this Condition 4.3 applies, it shall take precedence over any other conflicting provision in these Conditions relating to the parties' respective delivery obligations.

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 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, 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 deemed 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 of sale. The Buyer acknowledges and agrees that nothing in this Condition 4.6 shall be construed as preventing the Seller from taking any action against the Buyer for recovery of the Total Contract Price (or, if the Seller exercises its right to re-sell the Goods, such part of the Total Contract Price as is not recovered by the Seller by way of the proceeds of such re-sale) and any losses, damages, costs and/or expenses incurred by the Seller in connection with such disposal.

4.7 The Seller may, at its option, deliver Goods by separate instalments, in which case each instalment shall be treated as a separate contract on and subject to these Conditions. No breach by the Seller of any one contract relating to an instalment shall entitle the Buyer to any right of action, cancellation or termination in respect of either 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 only be liable for any loss or damage to the Goods in transit if Conditions 4.1 or 4.3 apply to the Contract and the loss or damage occurs prior to the point at which delivery of the Goods is 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 of deemed delivery; 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 conditional upon the Buyer, in accordance with the Seller's instructions, promptly making available for collection by the Seller or returning to the Seller at the Buyer's cost the allegedly damaged or defective Goods.

5.4 Without prejudice to the provisions of Condition 8.5, the Seller's liability in relation to 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 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.

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 to the Seller from the Buyer on any account whatsoever

legal and beneficial title to the Goods shall remain vested in the Seller. Goods which are in the Buyer's possession or control but in respect of which legal and beneficial titles remain vested in the Seller are referred to in the following provisions of this Condition 6 as "Retained Goods".

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 good condition.

6.3 The Buyer hereby grants to the Seller and its representative 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 any Retained Goods in the ordinary course of its business PROVIDED ALWAYS THAT the Buyer's rights to re-sell Retained Goods shall be subject to the following conditions:

(a) any sale shall be effected at full market value; and

(b) any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's powers of use and re-sale in respect of Retained Goods under Condition 6.4 shall terminate:

6.5.1 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

6.5.2 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 against or order for the dissolution of, the Buyer;

(ii) the appointment of a receiver, administrative receiver, receiver and manager, administrator (pursuant to paragraphs 14 and 22 of Schedule B1 of the Insolvency Act 1986 ("IA 1986")), sequestrator or similar officer over all or any of the assets or undertaking of the Buyer, the making of an administration application, or the making of an administration order, in relation to the Buyer;

(iii) the proposal of, application for or entry into of a compromise or arrangement or voluntary arrangement, or any other scheme, composition or arrangement in satisfaction or composition of any of its debts or other arrangement for the benefit of its creditors generally, by the Buyer with any of its creditors (or any class of them) or any of its members (or any class of them) or the taking by the Buyer of any action in relation to any of the same or the filing of any documentation for the purpose of obtaining a moratorium pursuant to section 1A and paragraph 7 of schedule A1 of the IA 1986 in relation to the Buyer;

(iv) the taking by any creditor (whether or not a secured creditor) of possession of, or the levying of distress or enforcement or some other process upon, all or part of the property, assets or undertaking of the Buyer;

(v) the deemed inability of the Buyer (if a company) to pay its debts within the meaning of section 123 of the IA 1986 (with the words "proved to the satisfaction of the court" deemed to be omitted from that section for these purposes) or the Buyer appearing to be unable to pay a debt or to have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the IA 1986;

(vi) the suspension of payment of any debts by the Buyer or the inability or admission of inability of the Buyer to pay its debts as they fall due;

(vii) the Buyer ceasing or threatening to cease to carry on the whole or a substantial part of its business;

(viii) the presentation of a petition for bankruptcy, or the making of a bankruptcy order in respect of the Buyer, the occurrence of circumstances in respect of the Buyer which would enable the presentation of a bankruptcy petition under Part IX of the IA 1986 or the making of an application for an interim order or the making of an interim order under section 252 of the IA 1986 in relation to the Buyer or the Buyer taking steps to enter into an individual voluntary arrangement;

(ix) if the Buyer is an individual, the appointment of a receiver under the Mental Health Act 1983, or the Buyer becoming a patient under any mental health legislation or otherwise becoming incapable of managing his/her affairs;

(x) if the Buyer is a partnership, the occurrence of any of the events in Conditions 6.4 (iv), (v), (vi), (vii) or (ix) above in relation to a partner in the Buyer; or

(xi) the occurrence of an event or circumstance in relation to the Buyer similar to any of those referred to in paragraphs (i) to (x) above in any jurisdiction other than England and Wales; and/or

(xii) the Seller terminating or serving notice to terminate the Contract.

6.6 Upon termination of the Buyer's powers of use and re-sale under Condition 6.4:

(a) the Buyer shall immediately place all Retained Goods in its possession or under its control at the Seller's disposal and shall be deemed irrevocably to authorise the Seller and its representatives to enter at any time any premises where the Retained Goods are being stored with or without vehicles and with or without giving prior notice to the Buyer for the purpose of removing Retained Goods; and

(b) the Seller shall be entitled at its option to do either or both of the following:

- (i) cancel all or any part of any orders for goods placed with it by the Buyer which have not yet been delivered (whether or not accepted and whether or not under the Contract) without any liability to the Buyer; and
- (ii) deal direct with any customers of the Buyer in which case any proceeds of sale received by the Seller from any such customers shall belong to the Seller absolutely PROVIDED ALWAYS THAT the Buyer acknowledges and agrees that the Seller shall not by so doing assume any of the Buyer's obligations or liabilities under its contracts with such customers.
- 6.7 For the avoidance of doubt, the Buyer acknowledges and agrees that the Seller shall be entitled to recover from the Buyer payment for Retained Goods notwithstanding that legal and beneficial title to the same has not passed from the Seller.
- 6.8 Without prejudice to the automatic and immediate termination of the Buyer's powers of use and re-sale of Retained Goods, the Buyer shall promptly give written notice to the Seller if, at any time, any of the events detailed in Condition 6.5.2 (i) to (xii) above occur, or the Buyer has reason to believe that any such event may occur.
- 7. PRICE AND PAYMENT**
- 7.1 The price for the Goods shall be that which is set out in the price list provided to the Buyer by the Seller which is current at the date of the Buyer's order being placed, as such price list may have been varied by the written agreement of the Buyer and the Seller (the "Price List").
- 7.2 The Price shall be exclusive of:
- (a) value added tax; and
- (b) such carriage charge or minimum order surcharge as may be detailed in the Price List which, where applicable, shall be payable by the Buyer in addition to the Price.
- 7.3 Subject always to Conditions 7.4, 7.5 and 7.6, unless otherwise agreed in writing and specified on the Seller's invoice, payment of the Total Contract Price shall be due in full in cleared funds in pounds sterling within thirty (30) days from the date of the Seller's invoice. Time of payment of the Total Contract Price shall be of the essence of the Contract.
- 7.4 If the Buyer does not have a credit account with the Seller, payment of the Total Contract Price shall be due in full in pounds sterling at the time of the Buyer placing its order.
- 7.5 If at any time prior to the due date for payment of the Total Contract Price the Seller has any reasonable concerns regarding the Buyer's financial circumstances, the Seller shall have the right to:
- (a) cancel any allowance of credit between the Buyer and the Seller; and/or
- (b) require advance payment by the Buyer in whole or part of the Total Contract Price; and/or
- (c) demand security for payment in a form acceptable to the Seller.
- 7.6 The Total Contract Price shall become immediately due and payable by the Buyer in full on the occurrence of any of the events set out in Conditions 6.5.2(i) to (xii).
- 7.7 If the Total Contract Price (or any part thereof) is not paid by the Buyer by the due date, the Seller shall have the right to:
- (a) claim interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or
- (b) suspend any work on the Contract and/or outstanding deliveries of the Goods until payment of the amount owed is received by the Seller in full in cleared funds.
- 7.8 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
- 7.9 The Buyer shall immediately on demand reimburse to the Seller any and all costs (including legal costs on a solicitor own client basis), expenses and charges incurred by the Seller as a result of any failure by the Buyer to make payment of the Total Contract Price (or any part thereof) by the due date, including any costs, expenses and charges incurred by the Seller or its representatives in the collection of any monies due to the Seller.
- 7.10 The Buyer shall immediately on demand reimburse to the Seller any monies which the Seller becomes liable to pay to any person (whether under contract or otherwise) in respect of taxes and/or duties payable on or in connection with the Goods as a consequence of the Buyer's failure to make payment of such monies to the applicable person, together with any and all costs (including legal costs on a solicitor own client basis), losses, damages, expenses and charges suffered or incurred by the Seller in connection therewith.
- 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 return to the Seller at the Buyer's cost the allegedly non-conforming Goods.
- 8.3 The Seller's liability in relation to any breach of warranty claim under this Condition 8 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:
- (a) unless the Buyer has complied with its obligations under Condition 8.2;
- (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;
- (c) if inspection of the Goods by 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;
- (d) 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:
- (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;
- (e) for non-conformities caused by normal wear and tear; and/or
- (f) if the Buyer makes any further use of the allegedly non-conforming Goods after discovering the non-conformity.
- 8.5 Save as provided in Condition 5.1, the Seller shall have no liability to the Buyer for any damage to or defect or 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 shall, however, use reasonable endeavours to pass on to the Buyer, to the extent it is legally entitled to do so, the benefit of any warranty provided to it by the manufacturer of the Goods.
- 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 of any kind whatsoever; 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 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.
- 9.3 Any reference in the Contract to the Seller's liability to the Buyer shall mean any liability of the Seller to the Buyer whatsoever, whether arising in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise.
- 10. CANCELLATION AND TERMINATION**
- 10.1 Subject always to Condition 10.2, no 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:
- (i) any and all costs, charges and expenses incurred by the Seller in connection with the Contract up to the date of cancellation shall be reimbursed by the Buyer to the Seller forthwith on demand; and
- (ii) any returned Goods shall be subject to a restocking charge of up to twenty per cent (20%) which shall be reimbursed by the Buyer to the Seller forthwith on demand.
- 10.2 The Seller 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) days of notice from the Seller specifying the breach and the remedy required; or
- (b) the Buyer fails to pay the Total Contract Price or any part thereof by the due date; or
- (c) any of the events set out in Condition 6.5.2(i) to (xi) occur.
- 10.3 The Buyer acknowledges that the provisions of Conditions 4.4, 4.6, 5, 6.1, 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, howsoever 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 or any part thereof or reduce the volume of Goods to be supplied to the Buyer if the Seller is at any time prevented from or delayed in carrying out its obligations under the Contract due to any circumstances beyond its reasonable control (a "Force Majeure Event").
- 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) 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. 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.
- 12.2 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 accounts, trace debtors and prevent fraud and money laundering.
- 12.3 By placing an order the Buyer consents to the Seller carrying out the activities referred to in this Condition 12.
- 13. GENERAL**
- 13.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract, at law or in equity.
- 13.2 Any failure or delay by the Seller in enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.3 If any provision of the Contract is found to be invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Contract which shall continue in full force and effect.
- 13.4 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 it.
- 13.5 With the exception of statements made fraudulently, the Contract constitutes the entire agreement between the Seller and the Buyer in connection with the sale of the Goods and the Buyer has not relied upon any representation save for a representation expressly set out in the Contract.
- 13.6 All notices between the parties concerning the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or fax to the address or fax number of the recipient as set out in the Contract or such alternative address or fax number as either party may notify to the other party in writing from time to time. Notices shall be deemed to have been received at the time of delivery if delivered by hand or two days after posting if sent by pre-paid first-class post or at the time of transmission if sent by fax.
- 13.7 The Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.