



Terms and Conditions of Trade – September 2011

These conditions form an integral part of every contract or agreement for the sale and/or supply of goods and/or services ('the products') by TOP BRAND WORKWEAR Ltd (TBWW). Unless specific alterations or deletions agreed in writing on behalf of TBWW, these conditions shall apply in their entirety to all quotations made and all orders accepted on behalf of TBWW. Except as provided above, no servant or agent of TBWW has any authority to vary these terms or accept other terms proposed by a Customer which are inconsistent with these conditions unless confirmed in writing.

Payment Terms

- Unless otherwise agreed in writing the company's terms of trade are that Accounts shall be settled nett thirty days.
- Unless otherwise specifically stated the purchase price is deemed to exclude Value Added Tax and this will be added where necessary.
- All prices quoted are liable to VAT standard rate.
- Interest may be payable at the rate of 2% per month on all overdue debts.
- TBWW reserve the right to suspend or terminate supply and lower credit limit in default of payments by Customer.

Delivery

- TBWW will endeavour to meet any delivery date quoted but delivery dates are given and intended as an estimate only and if there are any circumstances whatsoever which prevent or delay delivery, TBWW shall not be bound to supply or make delivery of any goods ordered nor shall it be liable for any damage or consequential loss or in any other way for failure to supply or delay in delivery when so prevented or delayed.
- Carriage paid on orders over £50 in the United Kingdom.
- All goods must be inspected immediately on arrival. Under no circumstances shall TBWW be liable for damage to or from a consignment unless TBWW is notified within three days of receipt of the goods or in the case on non-delivery/part-delivery unless notice is given within five days of the due date of arrival.

Returned Goods

- TBWW will not accept the return of goods for any reason unless prior agreement been received from TBWW. Collection will be made only with a valid collection note.
- Goods returned because they are not required may incur a 25% handling charge. (Please note after 30 days no goods will be accepted back for credit)
- Embroidered/printed goods cannot be returned if ordered incorrectly by the customer.

Risk & Title

- It is a condition of the contract that the property in all the products delivered by TBWW to the Customer shall remain vested in TBWW until TBWW has received in cash or cleared funds payment in full for the products delivered and all products agreed to be sold by TBWW to the Customer for which payment is then due.
- Until payment due under all contracts between the Customer and TBWW has been made in full the Customer shall hold the products upon trust for TBWW.
- Until such a time as the property in the products passes to the Customer, the Customer shall hold the products as the company's fiduciary agent and bailee and shall keep the products separate from those of the Customer and third parties and properly stored, protected and insured and identified as TBWW's property.
- Notwithstanding that the property in all products to be delivered to the Customer by TBWW shall remain vested in TBWW until TBWW has received payment in full, the risk of damage to or loss of all or any such products shall pass to the Customer forthwith upon delivery or deemed delivery thereof to the Customer and as from such date of delivery or deemed delivery the Customer shall be liable to pay TBWW the contract price for such products whether or not the same are damaged or lost prior to this date that the property therein shall pass to the Customer.
- Until such a time as legal title in the goods passes to the Purchaser TBWW may at any time require the Purchaser, its liquidator, (administrative) receiver or administrator to return the goods and/or may repossess the goods by entering upon any premises of the Purchaser or any third party where the goods are reasonably believed to be stored.

Warranty

- Save as is specifically set out herein TBWW shall have no liability (however arising) in relation to any loss suffered by the Customer or any third party arising from the supply of the products (however caused).
- If loss, damage or deterioration (other than for death or personal injury) is caused by TBWW negligence, TBWW's liability shall be limited to the invoice value of the goods.
- Employees of TBWW are not authorised to make oral representations as to the quality or fitness for any particular purpose of any products. If a representation is made or an opinion expressed orally which materially affects the Customer's decision to place an order for any products the Customer should ensure that such details are confirmed in writing by a duly authorised officer or employee of TBWW so as to form a part of the contract, no liability can otherwise be accepted.
- TBWW shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform, and of TBWW's obligations in relation to the products, if the delay or failure was due to any cause beyond TBWW's reasonable control.

Waiver

- The rights of TBWW shall not be prejudiced by any indulgence or forbearance extended by TBWW to the Customer and no waiver by TBWW in respect of any breach shall operate as a waiver in respect of any subsequent breach.

Jurisdiction

- These conditions shall be governed by and construed in all respect in accordance with English Law.