



General Terms and Conditions of Sale

1) Payment

a) Subject to condition 1 b) below, and unless CTP Textiles Limited ("the Seller") has agreed otherwise in writing, all accounts shall be paid in full by the person, company, firm or body ("the Buyer"), including VAT due, 30 days from the date of delivery of the goods.

b) If any of the following events occur all accounts from the Buyer shall immediately be discharged in full, including any VAT due:

i) the Buyer becoming insolvent

ii) the Buyer being an individual or partnership of individuals, if any such individual shall die, suffer execution to be levied on his goods, have a receiving order in bankruptcy made against him or enter into a composition or arrangement with his creditors;

iii) in the event of the Buyer being a body corporate, if the Buyer shall suffer execution to be levied on its goods, shall enter into a composition or arrangement with its creditors or shall have a receiver or receiver and manager appointed or shall have a petition served or resolution passed for its administration or winding up (save for the purpose of reconstruction) or shall have an administrator appointed by the court.

c) Time of such payment shall be of the essence of every sale.

d) The Buyer shall be liable for interest on any overdue amount at the rate of 2% per month until payment is received.

2) Retention of Title

a) In no circumstances shall legal title in the goods on sale pass from the Seller to the Buyer until the Buyer shall have paid the seller in full for goods, including VAT due.

b) Further, even if on such a sale the Buyer does so pay for the goods in full, legal title in the goods shall still remain with the Seller if any amount is overdue and unpaid by the Buyer to the Seller on any other sale, and title shall not pass to the Buyer until such time if any as all amounts due from the Buyer to the Seller on all sales whenever made have been paid.

c) Until title in the goods passes to the Buyer the Buyer shall hold the goods as bailee for the Seller and, so long as they have not been re-sold by the Buyer or incorporated with other goods not the property of the Seller to the extent that they have lost their identity and cannot be extracted, shall deliver up the goods to the Seller or to his order on demand. The Buyer shall, if so requested by the Seller at any time, keep all such goods in a separate part of the Buyer's premises. The Seller shall be entitled at any reasonable time to enter any premises of the Buyer, or premises where the goods or any of them are stored for the Buyer, to inspect its goods or repossess them if they have not been re-sold or incorporated with other goods not the property of the Seller to the extent that they have lost their identity and cannot be extracted.

d) During any such bailment of the goods, notwithstanding that title shall not have passed to the Buyer, the Buyer shall in the ordinary course of business be entitled to re-sell the goods or use the goods for manufacture, provided that none of the events set out in condition 1 b) have occurred (if any such event has occurred no goods of the Seller may be sold or used in manufacture without its written agreement).

e) During any such bailment of the goods, and so long as the goods have not been re-sold or used in manufacture as hereby permitted, the Buyer shall, if so requested by the Seller, keep all such goods in a separate part of the Buyer's premises and shall cause them to be clearly marked with the fact of the Seller's ownership on them.

f) On any resale of the Seller's goods, or of manufactured goods incorporating the Seller's goods, the Buyer shall hold the proceeds as fiduciary and on trust for the Seller to the extent that any monies owed to the seller. The Buyer shall, pending the passing of title to the Buyer by full payment to the Seller as hereby

required, cause all such proceeds to be placed and kept in a separate bank account the details of which the Buyer shall notify the Seller.

g) Notwithstanding this condition:

i) the Seller may maintain an action for the price of the goods;

ii) as from the time of delivery all goods shall become at the sole risk of the Buyer in respect of any loss or damage whatsoever or howsoever arising or caused.

3) Shortages

Responsibility for checking deliveries remains solely with the Buyer, his employees or agent. Claims for shortages will only be considered if delivery notes are marked and signed accordingly. The Seller must be notified of any shortages in writing within seven (7) days of delivery.

4) Returns

a) The Seller's drivers or carriers acting on his behalf cannot accept the return of goods without an official collection note issued by the Seller.

b) The Seller may introduce a charge for collecting goods if the goods are being returned through no fault of their own.

5) Delivery

The Seller reserves the right to charge at cost, transport in respect of orders to the value of £150.00 or less. Orders outside the UK mainland, carriage will be charged at cost.

6) Special Terms

Goods not normally stocked by us are designated as special items. The Buyer must confirm all orders for special items, together with acceptance of quoted prices, in writing before we can process the orders.

7) VAT

All prices are exclusive of VAT. VAT will be charged at the rate ruling at the time of supply.

8) Termination

a) The Seller shall be entitled to terminate any sale to the Buyer upon the happening of any of the following events:

i) failure by the Buyer to pay by the due date any sum due to the Seller on any sale to the Buyer.

i) failure by the Buyer to take delivery of the goods or breach by the Buyer of any other term or condition of any sale from the Seller to the Buyer.

i) any of the events set out in condition 1 b) above.

b) For the avoidance of doubt, on any such termination by the Seller the full provisions of Condition 2 hereof shall notwithstanding such termination continue to be binding.

9) Severance

a) These Conditions and Sub-Conditions, and every part thereof, which can be severed, shall be construed and shall have effect as severable, separate and independent conditions.

b) If at any time one or more of such conditions or any part or parts of the provisions hereof be held invalid, illegal or unenforceable in any respect, the legality, validity and enforceability of the remainder shall not be affected or impaired thereby.

10) Complaints

In the unlikely event of complaint, the Seller must be notified in writing within seven (7) days of delivery. We reserve the right to credit or replace any goods deemed by us to be faulty. The liability of the Seller, in the event of complaint, is limited to the value of the goods supplied. Under no circumstance will consequential claims be entertained.

PLEASE NOTE:

We are continually striving to improve the products available and as such reserve the right to change the specification of any product at any time.