

SPECIAL CONDITIONS

1. Quantities of Purchaser's Goods shall be adequate to cover normal spoilage.
2. The Purchaser's Goods must be supplied in uncut lengths of 1 or more rolls: otherwise, an additional charge will be made for extra handling involved.
3. If the Purchaser's Goods are supplied short of the required length then there will be an additional charge for the extra work involved and the Company shall make no reduction in its charges for under orders.
4. If the Purchaser's Goods are supplied over the required length and the Company supplies additional Goods, subject to the Purchaser's consent to the additional Goods, the Company reserves the right to charge for those additional Goods

GENERAL TERMS AND CONDITIONS OF SALE

"**Acknowledgement of Order**" means written acknowledgement by the Company of the Purchaser's 1. Order, agreeing to fulfil an Order and confirming an order number.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Company**" means Pike Textile Display Limited

"**Contract**" means the Contract between the Company and the Purchaser consisting of the Order, these 1.2 conditions, and any other document (or parts thereof) specified in the Order.

"**Contract Price**" means the price for the Goods as detailed on the Order.

"**Force Majeure Event**" means an event, circumstance or cause beyond a party's reasonable control.

"**Goods**" mean the goods manufactured and supplied by the Company as set out in the Order.

"**Intellectual Property Rights**" means any patent, patent application, know-how, trademark or name, 1.4 service mark, design right, registered design, copyright or other similar or industrial commercial right.

"**Order**" means the Purchaser's order for the Goods, as set out in the purchase order form [overleaf] or 1.5 the Purchaser's written acceptance of the Company's quotation

"**Purchaser**" means the purchaser named on the Order

"**Purchaser's Goods**" means the goods supplied to the Company for the purposes of fulfilling the Order

"**Specification**" means any specification for the Goods, including any related plans and drawings, that 1.6 is agreed by the Purchaser and the Seller.

Basis of Contract

1.1 Every estimate, proforma invoice, price list or other similar document made or issued by the Company is made or issued subject to these conditions which cannot be varied either wholly or in part without the express written consent of the Company. Every such estimate, pro forma invoice, price list or other similar document shall be deemed to have lapsed unless within thirty days of the date of issue the Purchaser has submitted an order provided that the Company has not previously withdrawn it.

Each Order shall be deemed to be a separate offer by the Purchaser to buy Goods on the terms of this agreement, which the Company shall be free to accept or decline at its absolute discretion. No Order shall be deemed to be accepted by the Company until it issues an Acknowledgement of Order or the Company delivers the Order to the Purchaser (if earlier).

1.3 The Purchaser shall be responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

1.4 The Purchaser waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Purchaser that is inconsistent with these conditions.

1.5 Orders shall not be cancelled or amended except with the Company's consent and upon terms which indemnify the Company against any losses.

1.6 Any samples, drawings, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force. The Company reserves the right to make without notice such minor modifications in specification, design, material or finish as it may deem necessary or desirable or as circumstances may require. All drawings, designs and mock-ups supplied or to be supplied remain the Company's property whether or not paid for. They are returnable to the Company upon request and must not be disclosed to any other person for any reason whatsoever without the Company's previous written consent.

1.7 The Company shall not be liable to the purchaser for any minor modifications in specification, design or material as may be affected by the suppliers of the goods or any of them. Corrections, including alterations in style and the cost of additional proofs necessitated by such corrections will be charged extra. Proofs of all work may be submitted for the Purchaser's approval, and in that event no responsibility will be accepted for any errors in them not corrected by the Purchaser or his agent.

2. Goods

2.1 The Goods are as contained with the Company's advertising material as modified by any Specification.

2.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Purchaser, the Purchaser shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Company's use of the Specification. This clause 2.2 shall survive termination of the Contract.

2.3 In respect of all Intellectual Property Rights and all other rights in, but not limited to, any illustration drawing or catalogues created by the Company, the Company grants free of charge, a licence on a non-exclusive, worldwide basis to such extent as is necessary to enable the Purchaser to make reasonable use of the Goods. If the Company terminates the Contract, this licence will automatically terminate.

2.4 The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Purchaser in any such event.

3. Delivery

3.1 Unless the parties agree that the Purchaser shall collect the Goods from the Company's warehouse, the Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Purchaser that the Goods are ready. Any Goods delivered outside of the United Kingdom shall be EXW.

3.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location or where the Purchaser collects from the Company's warehouse, delivery is completed on the loading of the Goods.

3.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

3.4 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Purchaser in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Purchaser's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.5 Normal access must be available and in the event of delivery delayed by the Purchaser, the Company may charge the Purchaser a reasonable cost for the time spent in attempting to re-deliver and any associated costs incurred.

3.6 If the Purchaser fails to accept delivery of the Goods within three Business Days of the Company notifying the Purchaser that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Company notified the Purchaser that the Goods were ready; and
- (b) the Company shall store the Goods until actual delivery takes place, and charge the Purchaser for all related costs and expenses (including insurance).

3.7 If ten Business Days after the day on which the Company notified the Purchaser that the Goods were ready for delivery the Purchaser has not accepted actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and charge the Purchaser for any shortfall below the price of the Goods.

4. Quality of Goods

4.1 The Seller warrants that on delivery the Goods shall:

- a) conform in all material respects with the Specification; and
- b) be free from material defects in design, material and workmanship

4.2 Subject to Clause 4.3, if:

- (a) the Purchaser gives notice in writing to the Company within 24 hours that some or all of the Goods do not comply with the warranty set out in clause 4.1
- (b) the Company is given a reasonable opportunity of examining such Goods; and
- (c) the Purchaser (if asked to do so by the Company) returns such Goods to the Company's place of business at the Purchaser's cost,

the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. The Purchaser shall not return defective Goods to the Company's premises unless asked to do so by the Company.

4.3 The Seller shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:

- (a) the Purchaser makes any further use of such Goods after giving notice in accordance with clause 4.2;
- (b) the defect arises because the Purchaser failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Company following any drawing, design or specification supplied by the Purchaser;
- (d) where the Goods are manufactured utilising the Purchaser's Goods;
- (e) the Purchaser alters or repairs such Goods without the written consent of the Company;
- (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (g) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.4 Except as provided in this clause 4, the Company shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

4.6 These conditions shall apply to any repaired or replacement Goods supplied by the Company.

4.7 The Purchaser shall check the goods immediately upon delivery in the United Kingdom (or in the case of export orders, upon receipt of goods) and forthwith inform the Company and where appropriate the carriers in writing of any missing goods and of all damage suffered by the goods in transit to the United Kingdom place of delivery. Provided that such written information is received by the Company and the carriers within seven days of the date of the receipt of the Goods by the Purchaser, and provided it is provided to the satisfaction of the Company that the damage or loss incurred in transit to the United Kingdom place of delivery but not otherwise, the Company will at its option charge to the Purchaser or allow the purchaser credit in respect of such missing or damaged goods. If such written information has not been received by the Company within seven days as aforesaid the Purchaser shall be deemed to have accepted the Goods as being in accordance with the contract to which these conditions apply.

4.8 The Company may reject any Purchaser's Goods which appear to be unsuitable and additional costs may be charged to the Purchaser should any such materials prove unsuitable during the course of the production run.

5. Title and Risk

5.1 Until such time as payment of the purchase price in full is received by the Company;

- a. The property in the Goods shall remain in the Company and the Purchaser shall not attempt to sell, pledge or otherwise deal with the goods in a manner prejudicial to the Company's right but will keep the goods in its own possession and will not remove them from the Purchaser's premises.
- b. The Purchaser will give or procure to be given to the Company its servants or agents at all reasonable times access to the premises on which the goods are situate for the purpose of inspection or adjustment of the Goods.
- c. The Company reserves the right to treat the Contract as discharged and to claim damages for breach and the Company or its authorised agents may forthwith without notice repossess the Goods and for that purpose may enter on any premises where the Goods are believed to be situate in any of the events following:
 - i. If there is any breach of these conditions by the Purchaser. 7.4
 - ii. If a petition shall be presented for the winding up of the Purchaser. 7.5
 - iii. If a notice shall be given by the Purchaser convening a meeting of its members to pass a resolution for the voluntary winding up of the Purchaser otherwise than the purpose of reconstruction or amalgamation.
 - iv. If distress or execution shall be levied or enforced upon or against or if a receiver shall be appointed of any property or assets of the Purchaser.
 - v. If the Purchaser shall stop payment or shall cease or threaten to cease to carry on its business.
 - vi. If the Purchaser encumbers or in any way charges any of the Goods.
- d. Risks in the Goods shall pass to the Purchaser on delivery or into the custody on the Purchaser's behalf (whichever is sooner) the Purchaser shall thereafter at his own cost and expense keep the Goods insured against loss or damage from any cause whatsoever and shall pay the requisite premiums

5.2 The Company shall have a general and particular lien on the Purchaser's Goods in its possession as security for payment of all sums claimed by the Company from the Purchaser. If an invoice is not paid in full on its due date for payment, the Company may, without prejudice to its other rights and remedies, give notice in writing to the Purchaser of its intention to sell or otherwise dispose of some or all of the Purchaser's Goods in its possession if the amount outstanding is not paid in full within 7 days. If the amount due is not paid by the expiry of such period, the Company may sell or otherwise dispose of some or all of the Purchaser's Goods in its possession, as agent of the Purchaser and at the Purchaser's expense and risk, and shall remit any proceeds of sale or disposal of such Purchaser's Goods to the Purchaser after deduction of all amounts due to the Company and the expenses incurred by the Company for the sale or disposal of the Purchaser's Goods. The Company shall not be liable for the price obtained for the sale or disposal of the Purchaser's Goods

5.3 On termination of the contract, howsoever caused, the Company's (but not the Purchaser's) rights contained in this clause 5 shall remain in effect.

6 Price and Payment

6.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.

6.2 The Company may, by giving notice to the Purchaser at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Purchaser to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Company adequate or accurate information or instructions.

6.3 The price of the Goods:

(a) excludes amounts in respect of value added tax (VAT), which the Purchaser shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Purchaser.

6.4 The Company may invoice the Purchaser for the Goods on or at any time after the completion of delivery.

6.5 Where Goods are delivered within the United Kingdom, the Purchaser shall pay each invoice submitted by the Company:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.

6.6 Where Goods are delivered outside the United Kingdom, the Purchaser shall pay each invoice submitted by the Company:

(a) on or before delivery of the Goods;

(b) in the currency designated in the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.

6.7 If the Purchaser fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under these conditions, the Purchaser shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

6.8 The Company reserves the right to suspend delivery in respect of any Order from time to time if any amounts due remain unpaid.

6.9 Where the Company has extended any line of credit to any Purchaser it may suspend that credit at any time at its absolute discretion.

6.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Limitation of Liability

7.1 The Purchaser is responsible for insuring any Purchaser's Goods whilst on the Company's premises or in transit

7.2 References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; and

(d) defective products under the Consumer Protection Act 1987.

7.4 Subject to clause 7.3, the Company's total liability to the Purchaser shall not exceed the contract price for the Goods

7.5 Subject to clause 7.3, the following types of loss are wholly excluded:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

7.6 This clause 7 shall survive termination of the Contract.

8. Miscellaneous

8.1 The Purchaser shall not, without the prior written consent of the Company, assign or in any way dispose of any of its rights or obligations hereunder to any other person, firm or company.

8.2 The Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event except where any event continues for a continuous period in excess of 180 days in which case the Purchaser shall be entitled to terminate this contract .

8.3 Waiver by the Company of any breach of these conditions or any granting of time or indulgence by the Company to the Purchaser shall in no way affect the rights of the Company hereunder.

8.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

8.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that it is not a party to it.

8.6 All contracts to which these conditions apply shall in all respects be governed by and constructed in accordance with the law of England.