

CONDITIONS OF SALE

1. GENERAL

- Every contract between Universal Works Ltd. ("the Seller") and buyer ("the Buyer") shall be subject to these conditions to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order or similar document.

2. ACCEPTANCE

- All orders are subject to acceptance by the Seller.
- Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyers' acceptance of these conditions.
- Acceptance by the buyer of the delivery of the Sellers goods validates the Sellers Retention of title, above all others, unless a specific written agreement rescinds the Retention of Title and is signed by both parties.

3. DELIVERY

- Delivery of the goods shall be made by the Seller. Any times stated for delivery are approximate and the Seller shall not be liable for any delay in delivery how so ever caused. Time for delivery shall not be deemed to be one essence in any contract.
- Where the goods are to be delivered by the Seller in installments, each delivery shall constitute a separate contract and failure to deliver any one of the installments in accordance with these CONDITIONS of any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the contract as a whole as being repudiated.
- If the Buyer fails to take delivery of the goods ordered or fails to give adequate delivery instructions then, without prejudice to any other remedy available to the Seller, the Seller may charge the Buyer for the reasonable costs of delivery and all other waste expenses of whatever nature.
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4. PAYMENT

- Payment of the Price and VAT shall be due by the terms indicated on the order confirmation or 30 days from the invoice date if not indicated.
- After 30 days from the invoice date any money then outstanding will bear interest calculated at 4% above National Westminster Bank Plc base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- The time of payment of the price shall be the essence of the contract and receipts only issued at the Buyer's request, if the Buyer fails to make any payment on the due date in accordance with either Clause 4 or Clause 5 as appropriate, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to either cancel the contract or suspend any further deliveries to the Buyer or appropriate any payment made by the Buyer to such other goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer).

5. SALE OF GOODS

Notwithstanding the provision in Clause 4 goods which are advertised as or stated by the Seller to be sale goods or discounted lines or both delivered to the Buyer shall be paid for in full within 30 days nett of the date of invoice.

6. TRADEMARKS

The Buyer will not act in any way, which might damage the trademark, reputation or goodwill of the Seller. All advertising, POS and promotional materials supplied free of charge or for which charge is made towards the costs thereof, the materials shall remain the property of the Seller, and the Buyer must not allow any other person to make use thereof without prior permission from the Seller in writing.

7. SUSPENSION OF DELIVERY

Without prejudice to its other rights, the Seller may suspend or cancel any contract or any delivery under any contract or stop any goods in transit if: (a) The Buyer becomes insolvent or has a Receiver appointed, or has a winding up resolution or order passed or made, or has a bankruptcy order made, or makes any composition or arrangements with its creditors, (b) if any sum due under any contract between the Buyer and the Seller is unpaid, and in such circumstances the Seller may require payment or security for payment as a condition of resuming delivery.

8. SUBSTITUTIONS

The Seller shall be entitled to make deliveries from any of its factories or warehouses. If goods of the contractual specifications are not available at the time of dispatch to the Buyer then the Seller may at its option cancel the contract in respect of such goods, or make reasonable substitutions or make delivery of the goods in question at a later date when they are available. In no circumstances shall the Seller be under any liability, legal or otherwise, to the Buyer or to any other person through the exercise of his rights under this clause.

9. WARRANTIES AND LIABILITIES

- Any shortages must be notified in writing to the Seller and the carrier within 5 days of delivery, non-delivery of goods must be notified in writing to the Seller and carrier by the Buyer within 10 days of receipt of invoice.
- The Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Sellers instructions whether oral or in writing, misuse or alteration of the goods without the Seller's approval and the Seller shall be under no liability under the warranties expressed in these conditions of sale or any other warranty, condition or guarantee if the total price for the goods has not been paid by the due date for payment.
- Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer within the meaning of the unfair contract terms act 1977, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- Any claim by the Buyer, which is based on any defect in quality or condition of the goods of their failure to correspond with specifications, shall be notified to the Seller at the time of delivery or where the defect or failure was not apparent on reasonable inspection within 7 days after discovery of the defect or failure. Otherwise, in all circumstances signature of the carriers consignment note by or on behalf of the Buyer shall be deemed to constitute an acceptance of the goods specified and also that said goods are of the requisite merchantable quality. If delivery is not refused, the Buyer shall not be entitled to reject the goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the prices if the goods have been delivered in accordance with the contract.
- Except in respect of death or personal injury caused by the Sellers negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term or any duty of common law, under the expressed terms of contract for any consequential loss or damage whether for loss of profit or otherwise costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, its employees, agents or otherwise) which arise out of or in connection with the supply of the goods or their use of resale by the Buyer, except as expressly provided in these conditions.

10. RESALE

The Buyer undertakes not to supply or sell any goods supplied by the Seller to the Buyer to any other person to whom the Buyer knows or should have known or had reason to believe was purchasing or accepting such goods for the purpose of re-sale.

11. RISKS AND TITLE OF GOODS SUPPLIED

- The goods shall be fully at the Buyers risk as from delivery. However, notwithstanding delivery and passing of risk in the goods, the property and the goods shall not pass to the Buyer the Seller has received cleared funds payment in full of the price of the goods supplied, and of all other goods agreed to be sold by the Seller, to the Buyer for which payment is still due.
- Until such time as the property and goods passes to the Buyer, the Buyer shall hold the goods as the Sellers fiduciary agent and Bailee, and shall keep the goods separate from those of the Buyer, and third parties and property stored, protected and identified as the Seller property. Until that time, the Buyer shall be entitled to re-sell or use the goods in the ordinary course of his or its business, but shall account to the Seller for the proceeds of sale or otherwise of the goods, whether tangible, including insurance proceeds and shall keeps all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds property stored, protected and insured.
- Until such time as the property and the goods passes to the Buyer and provided that the goods are still in existence and have not been re-sold. The Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the goods are stored, and re-possess the goods.
- The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller but if the Buyer does so all monies owing by the Buyer to the Seller shall, without prejudice or any other right or remedy of the Seller forthwith become due and payable.
- The Buyer shall insure and keep insured all the goods for the full price against all risks to the reasonable satisfaction of the Seller from the date that the property and the goods passes to the Buyer and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

12. RETURNS

The return of goods will not be excepted unless prior agreement has been sought. A handling charge is made on every item returned with the exception of faulty garments.

13. LAW IN CONSTRUCTION

This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.