

## CONDITIONS OF TRADING

### APPLICATION

These conditions of trading together with our account application form, and the general terms and conditions included within the Trade Price List (together the "Contract") apply to all sales of goods, materials or services ("Goods") offered by Geometric Fabrics Ltd (the "Company") to any purchaser (the "Customer") and shall apply in place of and prevail over any terms or conditions contained or referred to in the Customer's order or in correspondence or elsewhere or implied by trade custom practice or course of dealing and any purported provisions to the contrary are hereby excluded or extinguished.

### TERMS OF PAYMENT

Payment of invoices shall, unless otherwise agreed in writing by the Company, be made in full without any deduction or set-off not later than 30 (thirty) days from the date of the invoice concerned by those customers granted an account facility. The Company may at its discretion: Change or withdraw any discount (where given) if the Customer is in breach of the Contract (including where payment is not made in accordance with above condition: or Change or withdraw any extension of credit allowed to the Customer: or Charge interest on the amount due from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 If in the opinion of the Company the credit-worthiness of the Customer shall have deteriorated prior to delivery the Company may at its sole discretion require full or partial payment of the price prior to delivery. The Company reserves the right to hold back any order pending if an account is overdue for payment.

**GOODS & PRICES** The prices payable for the goods shall be those contained in the Company's list prices or quotation current at the time of despatch (the "Prices"). The Company shall have the right at any time without notice to change its Prices and/ or to withdraw any goods from the range of products offered by the Company and/ or to withdraw any discounts (where given). Where applicable, VAT and any other tax or duties payable by the Customer shall be added to the price. All prices quoted are ex-works and the Company will charge for delivery elsewhere at the rates ruling at the date of despatch. All delivery charges quoted exclude VAT and any other tax or duties payable by the Customer and the same shall be added to the delivery charge where applicable. **DELIVERY** Any time or date for delivery mentioned in any quotation, acknowledgement of order or elsewhere is approximate only and not contractually binding and the Company shall not be under any liability in respect of any failure to deliver at any particular time or date.

## REFUSAL OR FAILURE TO TAKE DELIVERY

If the Customer refuses or fails to take delivery of goods rendered in accordance with the Contract or fails to take any action necessary on its part for delivery and/ or shipment of the goods the Company shall be entitled to terminate the Contract with immediate effect and recover from the Customer any loss and additional costs incurred as a result of such refusal or failure.

## INSPECTION

It shall be the responsibility of the Customer to inspect and check all goods immediately (and in any event before such Goods are cut) in respect of design, colour, batch number, condition, quality or quantity. The Company shall not be obliged to replace Goods once they have been cut and that such goods are those ordered by the Customer. The Customer's said responsibility shall not be in any way diminished or extinguished in the case of goods which are delivered to a third party on the instruction of the Customer. Any queries regarding the above must be referred to the Company within 5 (five) working days, on delivery and that such goods are those ordered by the Customer.

## QUALITY

Goods supplied are warranted at the point of delivery to accord with the specification, or if there is no such specification, to be within normal limits of manufactured quality. Except so far as may be expressly guaranteed in the written terms of the Contract between the Company and the Customer, or where such exclusion is prevented by law, the Company makes no representation and gives no warranty that Goods offered or contracted for will be suitable for or capable of use in combination or conjunction with any Goods supplied by the Company or any Goods supplied by anyone else.

## PURPOSE

Illustration and descriptions of Goods given in advertisements or printed literature are for information only, and shall form no part of the Terms of the Contract. Any recommendation or suggestion relating to the use of the Goods made by the Company either on technical literature or in response to a specific inquiry or otherwise is given in good faith but it is for the Customer to satisfy itself of the suitability of the Goods for its own purpose save that nothing in these terms shall restrict the Company's liability for any fraudulent misrepresentation. Accordingly, the Company gives no warranty as to the satisfactory quality of the Goods or the fitness of the Goods for any particular purpose and any implied warranty or condition (statutory or otherwise) is excluded except in so far as such exclusion is prevented by law. Weights, dimensions and descriptions of the Goods given by the Company for any purpose are stated in good faith but are approximate only and shall not form part of the Contract nor bind the Company in any way. Tests which under the terms of Contract between the Company and the Customer are to be made on site (at the

Company's premises) will be at the Customer's expense, unless otherwise agreed to in writing by the Company. The Company reserves the right to withdraw or amend the specification of any Goods (including any pattern) to which these conditions apply, without notice to the Customer.

#### REPRESENTATION

The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms and Conditions affects the liability of either party for fraudulent misrepresentation. RI SK & TI TLE Goods shall be at the Customer's risk immediately on delivery to the Customer or into custody on the Customer's behalf, and the Customer should insure accordingly. The goods shall remain the sole and absolute property of the Company as legal and beneficial owner until such time as the Customer shall have paid to the Company the agreed price therefore. Until such payment the Customer shall be in possession of the goods solely as bailee for the Company and in a fiduciary capacity and shall preserve the goods in such a way as to enable them to be identified as the property of the Company. The Company reserves the immediate right to repossess any goods to which it has retained title as aforesaid and thereafter to re-sell the same and for this purpose the Customer hereby grants the irrevocable right and licence to the Company's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract for any reason and is without prejudice to any accrued rights of the Company thereunder or otherwise.

#### INTELLECTUAL PROPERTY RIGHTS & CONFIDENTIALITY

The copyright in all specifications, designs or otherwise written, printed or graphic material supplied or made available for inspection by the Company, remains the property of the Company or the Company's suppliers or sub-contractors, and shall not be divulged or used, save only for immediate and legitimate purposes by the Customer, without the express written consent of the Company.

#### LIABILITY

The Company shall not be liable to the Customer: For shortages in quantity delivery (or any other order discrepancy) unless the Customer notifies the Company of any claim for short delivery (or other discrepancy) within five working days of receiving the goods: For non-delivery of the goods or damage to or loss of the goods or any part thereof in transit (where the goods are carried by the Company's own transport or by a carrier on behalf of the Company) unless the Customer shall notify the Company of any such claim within five working days of the confirming delivery date for the goods and in the case of goods all or any part of which are received damaged, unless the Customer shall sign for them as damaged and shall notify the

Company of the damage in writing within five working days of receiving the goods: For defects in the goods caused by fair wear and tear, abnormal conditions of storage or use or the application of any treatment or process whatsoever to the goods after purchase (including, without limitation) or any act, neglect or default of the Customer or of any third party: For other defects in the goods unless notified to the Company within five working days of the date of the delivery of the goods. If the Company is unable to supply goods subsequent to receiving an order from the Customer. Where the Company does have contractual liability: The Company's only obligation shall be at its sole discretion to make good any shortage or non-delivery under/ or as appropriate to replace or repair any goods found to be damaged or defective and/ or to refund the cost of such goods to the Customer: The Company's aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by the net price invoice to the Customer for the said goods in respect of any occurrence or series of occurrences: The Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract.

#### RETURNS

No Goods shall be accepted back for credit unless the Company's prior written agreement for their return has been obtained. Goods must be returned within twenty-eight days of delivery. In respect of Goods accepted back for credit, a restocking charge of 20% of the value of the order, or a minimum handling charge of £50.00 (whichever is the greater) will be made for returning the Goods. Minimum quantity accepted for return is 5 metres of fabric. The Company will not accept opened Goods not suitable for resale, fabric lengths which have been cut into, or where any treatment has been applied, as returns for credit. All returns must be organised by the Customer and adequately packed as damaged returns will not be accepted for credit. No liability can be accepted for any Goods which have been altered or subjected to any further process of manufacture after they have been delivered to the Customer, or its agent. The Company shall not be bound in any way by any settlement between the Customer and a subsequent owner of the Goods, nor by any survey or award agreed between the Customer and a subsequent owner unless the Company has agreed in writing to be a party to such settlement, survey or award.

#### CREDIT REFERENCE

The Company reserves the right to make a search with a credit reference agency. The Company may also make enquiries about the principal directors or partners with a credit reference agency.

## INSOLVENCY AND DEFAULT

If the Company enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if (being a company) an order is made or a resolution is passed for the winding up of the Customer (otherwise than for the purposes of amalgamation or reconstruction previously approved in writing by the Company) or if a receiver is appointed of any of the Customer's assets or undertaking or if circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding –up order or if the Customer takes or suffers any similar or analogous action in consequence of debt or commits any breach of the Contract or any other Contract between the Company and the Customer, the Company may without prejudice to any of its other rights stop any goods in transit and/ or suspend further deliveries and/ or by notice in writing to the Customer immediately terminate the Contract.

## WAIVER

Failure by the Company to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

## NOTICES

Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class post or fax to the party concerned at its last known address. Notice sent by first class post shall be deemed to have been given seven days after despatch and notices sent by electronic mail or fax shall be deemed to have been given on the date of despatch. The Company reserves the right to refuse to open accounts or to accept orders and to close accounts at its discretion. The Company may from time to time alter these Conditions. Any such changes will be notified to Customers. All orders placed following notification of such changes by the Company shall be on the new conditions.

## GOVERNING LAW

The Contract shall be governed by and in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts

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