

# Cloister Uniforms Ltd

## Terms and Conditions of Sale

### 1. DEFINITIONS

- 1.1 In these conditions-
- 1.2 "The Company" means Cloister Uniforms Ltd
- 1.3 "The Customer" means the person, firm, partnership, Company or association buying from the Company
- 1.4 "The order form" means the order that is prepared on or about the date of placement of the order by the Customer.
- 1.5 Words signifying the singular shall include the plural and vice versa.

### 2. CONTRACT

- 2.1 The order form together with the particulars endorsed thereon read with these Conditions of Sale constitute the Customers Offer.
- 2.2 All offers shall be irrevocable and binding on the Customer until accepted or declined by the Company provided that the Company shall have the right to accept any order in whole or part.
- 2.3 The Company's acceptance of the offer shall either be by way of posting by ordinary post or email a letter of confirmation from the Company's office or by dispatch/delivery of any of the goods to the Customer or its agent.
- 2.4 The offer (whether written or verbal) of the Customer and acceptance thereof by the Company constitutes a contract of sale ("the contract") subject to these conditions.
- 2.5 Such contract constitutes the entire agreement between the parties and no variation thereof shall be effective unless agreed to by the parties in writing.
- 2.6 Save as set out in this contract, no warranties, representations or undertakings have been made or given by the Company.
- 2.7 If any order or other document relating to any contract between the Company and the Customer contains any conditions which conflicts any of these conditions. In such an event these conditions shall prevail.
- 2.8 Each delivery shall be deemed to be a separate contract in respect of the goods forming the subject matter of such delivery.
- 2.9 The contract of sale is between the Company and the Customer as principles and shall not be assigned nor coded by the Customer without the written consent of the Company

### 3. Guarantee

- 3.1 In the event of the signatory signing on behalf of the Customer, then such person by his signature expressly also binds himself personally as surety and co-principal debtor in favour of the Company for all or any amounts for all or any amounts which the Customer may be indebted to the Company in respect of the agreement. In this regard the person so signing, hereby expressly renounces the benefits of excusion and division, and of the exemptions "De Duobus Ve Pluribus Reis Debendi" and "Non Numerate Pecuniae" with the person signing on behalf of the Customer acknowledges himself to be fully acquainted.

### 4. Prices

- 4.1 The prices shall be as stated in the order form, invoice, and/or other stationary and shall be subject to the Company's acceptance.
- 4.2 Special measures and outside garments are subject to surcharge at ruling rates.
- 4.3 Notwithstanding the provision of 2.5, 2.6 and 3.1 if prior to delivery and/or despatch there is an increase for whatsoever reason in the Company's cost of materials or components or in statutory labour charges or exchange rates, such increase/s shall be borne by the Customer who undertakes to pay such increased price/s. The amount of the increase/s shall be certified by a Director of the Company and such certificates shall be final and binding on the Customer.
- 4.4 Prices quoted are ex warehouse at the Company's factory, depot or warehouse.

### 5. Delivery

- 5.1 In as far as delivery of the goods is concerned time shall not be of the essence of any contract.
- 5.2 Whilst every effort will be made to deliver/despatch the goods timeously as indicated on the order form and/or other stationary, the Company does not guarantee delivery/despatch on any specific date and the Customer shall not be entitled to cancel any order/s by reason of any delay. The Company shall not be liable for any damages for failure to affect Delivery/despatch timeously for any reason whatsoever.
- 5.3 Without prejudices to the rights conferred in these conditions upon the Company, the Company reserves the right to withdraw from any order/or contract at any time prior to the delivery of the goods ordered.
- 5.4 Delivery shall be ex warehouse at the Company's factory, depot or warehouse.
- 5.5 All cost of delivery shall be borne by the Customer, in the event of the Company in its unfettered discretion disbursing on the Customer's behalf any costs of delivery, the Company shall be entitled to immediate repayment by the Customer of any amount so disbursed.
- 5.6 The Company shall have the right, but shall not be obliged, to insure the goods in transit and wherever so insured to recover the cost of such insurance from the customer.
- 5.7 The Customer shall be obliged, within seven (7) days of the date of delivery, to give the Company written notice of any complaint of claim in respect of any goods delivered and any claim in respect of which the Company has not received such written notice within the aforesaid seven (7) days shall become forfeited and prescribed.  
5.7.1 Articles may be returned within 14 days of invoice date free of charge as long as a returns number has been obtained and the relevant form enclosed and completed with the return. After 15 days but before 30 days a £4.95 +VAT restocking fee will be charged. 31 to 59 days a 30% handling fee and a £4.95 restocking fee + VAT. Goods are not returnable after 60 days.
- 5.8 The Company may deliver up to 5% more or less than the ordered quantity without adjusted the price when the quantity so delivered shall deem to be the quantity ordered.
- 5.9 Any carrier shall be deemed to be the agent of the Customer and all the risk in the goods shall pass to the Customer upon delivery to the Customer or such agent as the case may be.

### 6. Ownership

- 6.1 Ownership of the goods shall not pass to the Customer until the full purchase price shall have been paid.
- 6.2 The risk in and to the goods sold hereunder shall pass to the Customer on delivery thereof notwithstanding the reservation of ownership therein.

### 7. Damages

- 7.1 The Company shall not be responsible for any loss or damage of whatsoever nature and howsoever caused and whether general or special which the Customer may suffer in the event of goods being delivered after delivery date or in the event of goods not being delivered at all, in the event of the Company being required to effect delivery by instalments, its failure to effect any one delivery and/or late delivery of any one instalment, shall not affect the validity of this contract and the Customer shall not have the right to refuse to accept delivery of any late instalment or of the balance of the goods to be delivered. The Company shall not be liable for any consequential damage that the Customer may suffer as a result of the late delivery or non delivery of the goods.

### 8. Payment

- 8.1 Unless otherwise agreed in writing, our standard terms are: Monthly Account Customers are invoices dated 1<sup>st</sup> to 31<sup>st</sup> payable last day of the month following date of invoice, Account Customers: 30 days from date of invoice. Account applications have to be signed and agreed for these terms other customers who receive goods are required to pay by return or prior to dispatch.
- 8.2 Interest on overdue amounts shall be charged at 14% above Barclays Base rate from time to time and such interest shall be payable by the Customer on Demand.
- 8.3 In the event of the Company accepting a series of post-dated cheques, promissory notes or other bills of exchange from the Customer in respect of any indebtedness of the Customer, then the acceptance by the Company of such post-dated, promissory notes or bills of exchange shall be without prejudice to the Company's rights in these Terms and Conditions.
- 8.4 No amount may be deducted by the Customer for any invoice or statement without the Company's written authorisation.
- 8.5 The Company shall be entitled at any time to restrict or cancel any credit arrangements or facilities granted to the Customer and shall further be entitled in its discretion to require the customer to furnish security for the payment of any or all the amounts due in terms of this or any related matter.
- 8.6 The company shall have the right forthwith to terminate any contract and/or reposes its goods and/or claim from the Customer immediate payment of any monies owing by the Customer under any contract, notwithstanding any earlier agreement for credit and where the same is due for payment or not if the Customer fails to pay any amount due to the Company on the due date thereof, or is placed under a provisional or final order of sequestration, liquidation or judicial management or commits any act of insolvency, or enters into any compromise with his/its creditors or fails to satisfy any judgement granted against him/it within seven (7) days after date of judgement, or passes any goods acquired from the Company onto any third party for resale without prior written consent of the Company, or changes the structure of its ownership, or deviated from its former method of trading.
- 8.7 If any amount due and payable by the Customer to the Company is in arrears, the Company shall have the right until such amount has been paid, to suspend any deliveries under this/or any other contract then in force between the Company and the Customer.
- 8.8 Any overpayments or credits paid by the Customer shall become the property of the Company if not used by the Customer twelve (12) months after paying or returning them to the Company.

### 9. Legal Charges and Jurisdiction

- 9.1 In the event of the Company instructing its solicitors or a debt recovery agency to recover money or goods from the Customer, the Customer shall be liable for all costs incurred by the Company. Legal costs incurred by the Company on the solicitor and own client scale including collection commission.
- 9.2 Jurisdiction  
9.2.1 At the option of the Company any claim against the customer whether for return of goods, damages, purchase prices, balance owing, or any other cause arising shall be governed and construed in accordance with the Law of England and any disputes will be subject to the jurisdiction of the English Courts.  
9.2.2 The Customer submits to the jurisdiction of the English Courts, in any action or application arising out of any contract entered into between the Company and the Customer

### 10. General

- 10.1 No relaxation, indulgence or extension of time which the Company may grant at any time in regard to the carrying out of the Customer's obligation in terms of the Company's rights in terms of any contracts.
- 10.2 No acceptance, letter or other document written by the Company shall be binding upon unless it is signed by a director of the Company.
- 10.3 The Company reserves the right to alter any design to enhance or facilitate manufacture
- 10.4 Any goods that have been embroidered are non-returnable for whatever reason except faulty manufacture. If a sample has been accepted no design fault may be taken into account.