

# STANDARD TERMS & CONDITIONS

## 1. Definitions

**1.1** In these conditions the following terms shall have the following meanings; “Company” - means Rowlinson Knitwear Ltd registered number 1072854.

- **“Customer”** - means the Customer of the Company.
- **“Suppliers”** - means any Supplier to the Company.
- **“Conditions”** - means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer.
- **“Contract”** - means any contract for the sale of Goods by the Company to the Customer incorporating these conditions.
- **“Goods”** - means any Goods forming the subject of the Contract including parts and components of or materials incorporated in them.
- **“Contractors”** - means any Contractor to the Company.
- **“Writing”** - includes letter, cable, facsimile transmission, email and comparable means of communication.

**1.2** Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

**1.3** The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. Quotation

**2** Quotations by the Company unless otherwise stated in them shall be for acceptance 30 days of the date of the quotation.

## 3. Existence of Contract

**3.1** No Contract shall come into existence until either the Customer's order has been accepted by the earliest of the Company's written acceptance of the order or delivery of the Goods to the Customer.

**3.2** These conditions shall be incorporated in the Contract to the exclusion of any terms or condition (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

**3.3** No variation or amendment of this Agreement or verbal promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

**3.4** The Contract is a contract for final sale and no Goods are sold on a 'sale or return' basis.

**3.5** If in an exceptional case the Company does permit the return of Goods (other than Goods delivered damaged or an incorrect quantity under clause 8 of this Agreement), it shall be within 12 months of the Contract and then the Company shall be entitled to charge in respect of the cost of handling such return a sum of 20% of the total price of the Goods with a minimum charge of £10.00.

## 4. Prices

**4.1** The prices for the Goods are ex-works and exclude VAT and other taxes or duties. Prices invoiced are calculated in respect of the quantity of Goods actually delivered irrespective of the quantity in respect of which any quotation was issued. For Goods delivered by container the quantity maybe +/- 5% of the Contract.

**4.2** The Company shall have the right in respect of any uncompleted portion of the Contract to adjust its prices for any increase in the price of materials, parts labour transport changes in work or delivery schedules or quantities or any other costs of any kind arising for any reason after the date of the Contract.

**4.3** Price rises shall take effect on the date of service of notice of the change, unless otherwise specified.

**4.4** If one invoice goes overdue, all other sums become immediately payable.

## 5. Payment

**5.1** All Invoices are payable by credit card or on a pro-forma basis, unless credit facilities have been approved, in which case Invoices are payable by the 10th of the month following the date of the invoice. In no other circumstance shall the Customer be entitled to make any deduction or withhold any payment for any reason at all.

**5.2** Without prejudice to any other rights of the Company if the Customer fails to pay the invoice price by the due date:

**5.2.1** the Customer shall not be allowed any discount given in that invoice or in any other way agreed and;

**5.2.2** shall pay interest on any overdue amount from the date of which payment was due to that on which it is made (whether before or after any judgement) on a daily basis at the rate for the time being in force under the late payment of commercial debts (interest) Act 1998 and;

**5.2.3** reimburse the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount and;

**5.2.4** the Company shall be entitled to cancel the contract or suspend any further deliveries to the Customer and;

**5.2.5** appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Company and the Customer) as the Company may think fit (notwithstanding any purported appropriation by the Customer).

## 6. Title

**6.1** For the purpose of section 12 of the Sale of Goods Act 1979 the Company shall transfer only such title or rights in respect of the Goods as the Company has and if the Goods are purchased from a third party shall transfer only such title or rights as that party had and has transferred to the Company.

**6.2** Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

**6.2.1** the Goods; and

**6.2.2** all other sums which are or which become due to the Company from the Customer on any account

**6.3** Until ownership of the Goods has passed to the Customer, the Customer must:

**6.3.1** hold the Goods on a fiduciary basis as the Company's bailee;

**6.3.2** store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

**6.3.3** not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

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**6.3.4** maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company; and

**6.3.5** hold the proceeds of the insurance referred to in condition 6.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

**6.4** The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

**6.4.1** any sale shall be effected in the ordinary course of the Customer's business at full market value; and

**6.4.2** any such sale shall be a sale of the Company's property on the Customer's own behalf and the Buyer shall deal as principal when making such a sale.

**6.5** The Customer's right to possession of the Goods shall terminate immediately if:

**6.5.1** the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

**6.5.2** the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

**6.5.3** the Customer encumbers or in any way charges any of the Goods.

**6.6** The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

**6.7** Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

**6.8** On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 6 shall remain in effect.

**6.9** Until title passes the entire proceeds of sale of the Goods by the Customer shall be held in trust for the Company and shall be held in a separate designated account and not mingled with other moneys or paid into any overdrawn bank account and shall be at all times identifiable as the Company's money.

**6.10** The Company may maintain any action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

## 7. Risk, Delivery and Performance

**7.1** The Goods are delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent whoever pays its charges) at the Company's premises or other delivery point agreed by the Company.

**7.2** Risk in the Goods passes when they are delivered to the Customer.

**7.3** The Company at its discretion may deliver the Goods in instalments in any sequence.

**7.4** Where the Goods are delivered by instalments no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

**7.5** The Company may deliver to the Customer and the Customer shall accept in satisfaction of the Contract a lesser number than the number of Goods ordered.

**7.6** Any dates quoted by the Company for the delivery of the Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company no regard has been paid to any quoted delivery dates.

**7.7** If the Customer fails to take delivery of the Goods or any part of them on the due date, and to provide any instructions or documents required to enable the Goods to be delivered on the due date the Company may on giving written notice to the Customer store or arrange for the storage of the Goods and on the service of the price risk in the Goods shall pass to the Customer delivery of the Goods shall be deemed to have taken place and the Customer shall pay to the Company.

**7.8** If the Customer fails to take delivery of Goods delivered by container, any associated costs incurred, including demurrage will be paid by the Customer.

**7.9** The Company shall not be liable for any penalty, loss or injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract.

## 8. Claims Notification

**8.1** Any claim for non-delivery of any Goods shall be notified in writing by the Customer to the Company within 5 days of the date of the Company's invoice.

**8.2** Any claim that any Goods have been delivered damaged or are not of the correct quality or do not comply with their description shall be notified by the Customer to the Company within five days of their delivery.

**8.3** Any alleged defect shall be notified by the Customer to the Company in five days of the delivery of the Goods or in the case of any defect which is not reasonably apparent on inspection in five days of the defect coming to the Customer's attention and in any event within one month from the date of delivery.

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**8.4** Any claim under this condition must be in writing and must contain full details of the claim including the details of any allegedly defective Goods.

**8.5** The Company shall be afforded reasonable opportunity and facilities to investigate the claim made under this condition and the Customer shall if so requested in writing by the Company promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to the Company for examination.

**8.6** The Company shall have no liability with regard to any claim of which the Customer has not complied with the claims procedures in these conditions.

## 9. Scope of Contract

**9** Under no circumstances shall the Company have any liability of whatever kind for:

**9.1** any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer except in accordance with the instructions or advice of the Company or the manufacturer of any Goods or neglect or materials provided by the Customer;

**9.2** any Goods which have been adjusted, modified or repaired except by the Company;

**9.3** the suitability of any Goods for any particular purpose or use under specific conditions unless that purpose or those conditions were known or communicated to the Company;

**9.4** any substitution by the Company of any materials or components not forming part of any specification of the Goods agreed in writing by the Company;

**9.5** any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by the Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or to be treated as impressions;

**9.6** any technical information, recommendations, statements or advice furnished by the Company its servants or agents not given in writing in response to a specific written request from the Customer before the Contract is made or

**9.7** any variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials or components if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal or superior to those originally specified.

## 10. Extent of Liability

**10.1** The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: any breach of these conditions; any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

**10.2** All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

**10.3** Nothing in these conditions excludes or limits the liability of the Company: for death or personal injury caused by the Company's negligence; or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

**10.4** The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods to which the Contract relates.

**10.5** The Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

**10.6** If the Customer establishes that any Goods have not been delivered, have been delivered damaged, are not of the correct quality or do not comply with their description then the Company shall, at its option, replace with similar Goods any Goods which are missing, lost or damaged or do not comply with their description, allow the Customer credit for their invoice value or repair any damaged Goods.

**10.7** If the Customer establishes that any Goods are defective the Company shall, at its option, replace with similar goods or repair any defective Goods or allow the Customer credit for their invoice value.

**10.8** The delivery of any repaired or replacement Goods shall be at the Company's premises or other delivery point specified for the original Goods.

**10.9** Where the Company is liable in accordance with this condition in respect of only some or part of the Goods the Contract shall remain in full force and effect in respect of the other or other parts of the Goods and no set off or other claim shall be made by the Customer against or in respect of such other or other parts of the Goods.

**10.10** No claim against the Company shall be entertained for any defect arising from any design or specification provided or made by the Customer or if any adjustments, alterations or other work has been done to the Goods by any person except the Company.

**10.11** The Company shall not be liable where any Goods the price of which does not include carriage are lost or damaged in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged Goods will if available be supplied by the Company at the prices ruling at the date of dispatch.

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## 11. General

**11.1** The Company may sub-contract the performance of this Agreement the Contract in whole or part.

**11.2** The Customer shall not assign or sub-let this Agreement the Contract in whole or in part.

**11.3** The Company shall have a lien on all the Customer's property in the Company's possession for all amounts due at any time from the Customer and may use, sell and dispose of that property as agent for and at the expense of the Customer and apply the proceeds in and towards the payment of such amounts on 28 days' notice in writing to the Customer. On accounting to the Customer for any balance remaining after the payment of any amounts due to the Company and the costs of sale or disposal the Company shall be discharged of any liability in respect of the Customer's property.

**11.4** The Company may at its discretion suspend or terminate the supply of any Goods if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company or becomes insolvent has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up and upon the termination may forfeit any deposit paid.

**11.5** If the Goods are manufactured in accordance with any design or specification provided or made by the Customer the Customer shall compensate the Company in full on demand for all claims expenses and liabilities of any nature in connection with them including any claim whether actual or alleged that the design or specification infringes the rights of any third party.

**11.6** Except for any which is expressly agreed to be included in the Goods all tools, patterns, materials, drawings, specifications and other data provided by the Company shall remain its property and all technical information patentable or unpatentable copyright and registered designs arising from the execution of any orders shall become the property of the Company.

**11.7** Pending payment of the full purchase price of the Goods the Customer shall at all times keep the Goods comprehensively insured against loss or damage by accident fire theft and other risks usually covered by insurance for goods of this nature in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. The policy shall bear an endorsement recording the Company's interest.

**11.8** Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

**11.9** If any provision of these conditions or 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 these conditions or the Contract and the remainder of such provision shall continue in full force and effect.

**11.10** Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

**11.11** Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

**11.12** 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 is not a party to it.

**11.13** The Customer shall not provide Goods for onward resale to third party retailers, wholesalers, distributors or other third-party businesses. The Company reserves its rights to cease trading with the Customer and/or impose different Contract terms of supply should the Customer seek to resell any Goods to such third-party businesses without the Company's prior written consent.

## 12. Confidentiality

**12** The Customer shall not at any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving from the Company or any other confidential information in relation to the Company's affairs or business or method of carrying on business.

## 13. Force Majeure

**13** The Company shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by factors outside their control, including contractors, suppliers and all those involved in the supply chain to the company.

## 14. Law and Jurisdiction

**14** These conditions and the Contract shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English Courts in all matters regarding it except to the extent that the Company invokes the jurisdiction of the Courts of any other country.

## 15. Notices

**15.1** Any notice given under these conditions shall be in writing and may be served personally by registered or recorded delivery mail by Courier Service by facsimile transmission or by any other means which any party specifies by notice to the others.

**15.2** Each party's address for the service of notice shall be as above-mentioned address or such other address as specified by notice to the others.

**15.3** A notice shall be deemed to be served if it was served in person at the time of service or if it was served by post then 48 hours after it was posted or if it was served by facsimile transmission at the time of transmission or if it was served by Courier Service at the noted time of delivery.

## 16. Our Use Of Customer Data

**16** We gather, store and make use of personal data in accordance with our Privacy Policy, which you can view on our website. Our Privacy Policy outlines how customer data is used and stored in accordance with EU General Data Protection Legislation (GDPR).