

## **TERMS AND CONDITIONS OF BUSINESS**

1. Any contract of sale undertaken by Jacquard Weaving Company Limited (“the Company”) is deemed to incorporate these terms and conditions: no variation of or modification of or substitution for these terms and conditions (even if included or referred to in the document placing the order) shall be binding on the Company unless specifically accepted by the Company in writing.
2. Quotations made by the Company are valid for thirty days unless otherwise stated. The Company reserves the right to vary the terms after that period to meet any changes of any nature which have occurred subsequent to the date of quotation.
3. Discount for payment within ten days of invoice date will be allowed, otherwise payment is due within thirty days strictly nett.
4. Customers ordering goods from the Company for the first time shall be issued with an invoice within five working days of the placement of the order. This invoice must be paid in full by return before the Company will commence with the production of the goods. Discount is allowed on this invoice. Failure to pay for any goods on the due date shall give the Company the right to withhold further deliveries of goods ordered.
5. Title to the goods shall pass to the customer only on payment of full purchase price.
6. When goods are manufactured for the first time, the cost of any jacquards, new dyes or tool patterns will be charged to the customer in the absence of any special arrangement. These costs will be made known to the customer in the quotation. Such jacquards, dyes or tool patterns may not be removed from our control and shall remain the property of the Company.
7. The company reserves the rights to destroy jacquards in the event of no re-order for a period of three years. In the event of re-order after this period, a proportion of the origination charge would be payable.
8. Artwork sketches or samples supplied by, or on behalf of, the customer whilst in the Company’s possession, or in transit, shall be entirely at the customer’s risk unless otherwise agreed between parties.
9. The customer must warrant to the Company that he is entitled to all industrial property rights, including rights under patents, copyright, trademark, or design in the products, and is licensed to authorise the making of articles and goods the subject of quotation. The customer must indemnify the Company against any action for infringement of patent, trademark, copyright or design by third parties.
10. Whilst every effort will be made to manufacture exact quantities, the Company reserves the right to deliver up to 10% above or below the quantity ordered.
11. Goods purported by the customer to be damaged or incorrect must be held for inspection. The Company must be informed of damaged or incorrect goods within five working days of delivery.
12. Reservations are made for normal colour deviations between dye lots in weaving processes.
13. The company reserves the right to charge for any materials woven and/or jacquard costs incurred at the time of cancellation. All cancellations of orders must be made in writing to the Company.
14. Should work be suspended at the request of, or delayed through, any fault of the customer for a period exceeding thirty days, the Company shall be entitled to payment for work already carried out and other additional costs, including storage.
15. Every effort will be made by the Company to ensue delivery schedules are met: however, delivery times are approximate and the Company cannot be held responsible for consequences of late delivery.
16. Any contract subsisting between the company and the customer shall be construed in all respects in accordance with the Laws of England.
17. Sample Terms: All risk is passed to the Customer should an order be produced without approval of a sample.