



Salesperson _____
 Date _____
 Comments _____

Please Tick As Appropriate:-
 New Account Change Of Ownership
 Closed Account Change Of Group

Standard Terms Are Strictly Pro-Forma

Company Registration No. _____
 Trading Name _____
 Limited Company Name _____
 Registered Office Address _____

 Trading For: _____ Years _____ Months

Payment Methods Accepted -
 Credit Card
 Paypal - ebl.web@courtaulds.com
 Bank Transfer
 Sort Code - 400515 Account No. - 73650369
 Swift No. - MIDLGB22 IBAN - GB79MIDL40051573650369

Currency _____

Delivery Address:-

 Post Code _____
 Tel. No. _____
 Fax No. _____
 Email _____

Invoice Address:-

 Post Code _____
 Tel. No. _____
 Fax No. _____
 Email _____

Statement Address:-

 Post Code _____
 Tel. No. _____
 Fax No. _____
 Email _____

Bank Details:-
 Bank Name _____
 Bank Address _____

 Account No. _____
 Sort Code _____

Office Use Only:-
 Account No. _____
 Credit Limit _____
 Price Region _____
 Comments _____

I Hereby Certify That The Above Information Supplied Is Correct
 I Accept The General Conditions Of Business (overleaf)
 Authorised Signature _____
 Print Name _____
 Position In Company _____
 Date _____

Schedule 2

GENERAL CONDITIONS OF BUSINESS

THESE CONDITIONS CONTAIN LIMITATION OF SELLER'S LIABILITY

1. GENERAL

- (a) In these conditions "Seller" means Gossard Limited, "Buyer" means the Buyer indicated on Seller's Documentation and references to the products include their packaging. "Seller's Documentation" means any order confirmation issued by Seller or (if none) any document issued or signed by Seller indicating the terms on which the products are supplied.
- (b) These conditions supersede all prior representations or arrangements, and contain the entire agreement between the parties in connection with the products (unless otherwise stated on Seller's Documentation). All other terms and conditions, express or implied, are excluded. None of Seller's employees or agents has authority to modify or supplement these conditions or to accept any order except on Seller's official sales forms.
- (c) Nothing in these conditions shall restrict the statutory rights of a Buyer who deals as a consumer.

2. DELIVERY

- (a) Delivery or despatch quoted or requested are given or accepted by Seller in good faith but are not guaranteed, and time shall not be of the essence in respect of the Seller's delivery or other obligations.
- (b) For deliveries in the United Kingdom, delivery shall be made to Buyer's address specified on Seller's Documentation. For export sales, the method and location of delivery shall be stated on Seller's Documentation.
- (c) Supply of orders for particular styles and colours is subject to stocks being available at the time of despatch. Therefore Seller reserves the right to supply part quantities and invoice accordingly or to cancel orders where stocks concerned are not available.
- (d) Packaging is included in the price and is not returnable unless otherwise stated on Seller's Documentation. Any special packaging requirements will incur a non-refundable additional charge. Buyer shall comply with all applicable law and regulations, and with any return, disposal or other requirements stated on Seller's documentation, in relation to any packaging in or on which the goods are supplied by Buyer, without prejudice to any statutory obligation to which Seller itself may be subject in relation to such packaging.
- (e) The quantity stated on Seller's **Packing Note** shall be conclusive evidence of the amount delivered except in cases of manifest error.
- (f) Save for the purposes of Clause 3(e) and 7, each delivery shall be treated as a separate contract, and partial deliveries are permitted unless otherwise stated on Seller's Documentation. Accordingly, failure to make any particular delivery, or any break of contract by Seller relating thereto, shall not affect any remaining deliveries.
- (g) Buyer shall take delivery of the products by any date quoted by Seller or requested by Buyer or (if none) within a reasonable time. Seller may deliver early where reasonable. Buyer shall be responsible for all storage and other costs relating to Buyer's failure to comply with the contract.
- (h) Buyer shall promptly supply all information and assistance required for Seller to execute Buyer's order.
- (i) Where the products are supplied under any internationally recognised trading terms as specified in Incoterms 1990, the provision by Seller of the usual transport document(s) or other evidence of delivery consistent with the relevant trading term will be conclusive evidence of delivery by Seller.
- (j) If Seller or its carriers is unable for any reason to place the products on board ship or aircraft upon their arrival at the port or airport of delivery, a warehouse receipt for the products shall be treated as sufficient delivery.
- (k) Unless otherwise specified on Seller's Documentation, Buyer undertakes to obtain and comply with any necessary export/import licences, permits and consents for the supply and delivery of the products.

3. PRICE

- (a) Unless otherwise stated on Seller's Documentation, prices for sales for delivery in the United Kingdom are inclusive of delivery costs. For export sales, delivery costs shall be included or charged as stated on Seller's Documentation. Price are exclusive of VAT and all other duties, fees or taxes. All sums due to Seller shall be paid in the currency and to the address stated on Seller's invoice, or such other address as Seller may require.
- (b) Unless otherwise stated on Seller's Documentation, or as separately agreed in writing with the customer, payment is due within the period for payment stated in Seller's current wholesale price list for the Products concerned, but Seller may require security for payment before despatch in the circumstances described in Clause 6(b).
- (c) Where prices are quoted in currencies other than sterling, Buyer shall compensate Seller for any currency losses suffered by Seller as a result of Buyer's failure to pay for the products on the date specified in Clause 3(b).
- (d) Seller may increase prices in accordance with increases in Seller's wholesale price list for the products concerned occurring prior to the date of despatch.
- (e) In the circumstances described in Clause 6(b), all unpaid balances owing to the Seller from Buyer shall become a debt immediately due and payable to Seller, irrespective of whether ownership of the products has passed to Buyer under Clause 7.
- (f) Time of payment is of the essence of the contract. Seller may charge interest at 4% above Lloyds TSB plc's base rate per annum for the time being (to accrue from day to day) on any sum owed to Seller under the contract which is not paid on the date specified in Clause 3(b), after as well as before any judgement. Buyer may not withhold payment or make any set-off on any account.
- (g) Seller may appropriate sums received from Buyer against any debt due to Seller from Buyer (under this or any other contract), irrespective of any purported appropriation by Buyer.
- (h) Where any business or division of Seller is indebted to Buyer in respect of goods or services supplied by the Buyer (whether or not such debt is then due and payable), Seller may, without prior notice to Buyer, set off any or all of such indebtedness against any monies owing by Buyer to Seller, whereupon Buyer shall, to the extent of such set-off, be discharged from its obligations to pay for products (without prejudice to any other remedies of Seller in respect of any non-payment or other default by Buyer) and Seller shall to the same extent be discharged from its indebtedness to Buyer.

4. SELLER'S WARRANTY

- (a) Seller warrants that upon delivery the products:
- (i) are sold with good title, and
- (ii) are made with sound materials and workmanship to normal standards accepted in the industry, in all material respects ("Seller's Warranty"). If the products correspond in all material respects to any sample supplied or accepted by Seller, they shall be considered to comply with Seller's Warranty.
- (b) Seller's Warranty shall cease to apply if Buyer fails to comply with any instructions of Seller relating to the products or if Buyer modifies the products or their packaging in any manner without prior written consent of Seller.
- (c) Buyer shall examine the products on delivery. Buyer shall notify Seller immediately, and in any event within 4 days of receipt of goods, of any incomplete or failed delivery or loss or damage during carriage. If the products otherwise fail to comply with Seller's Warranty, Buyer shall notify Seller within 7 days after the date when Buyer became or ought reasonably to have become aware of any of the above, and in any event within 3 months from the date of despatch by Seller. Unless Buyer so notifies Seller within the time limits stated in this Clause, Buyer shall (subject to Clause 4(g) and 8(a)) be treated as having waived all claims connected with this matter which should have been notified.
- (d) Subject to notification within the period required by Clause 4(c) and to Seller's terms relating to returns in Clause 4(e), if it is shown to Seller's reasonable satisfaction that the products fail materially to comply with Seller's Warranty, Seller will at Buyer's option either credit the purchase price or replace the products (if reasonably practicable) within a reasonable time, free of charge. SUCH REFUND OR REPLACEMENT SHALL, SUBJECT TO CLAUSE 4(G) AND CLAUSE 8(A) BELOW, BE SELLER'S SOLE LIABILITY IN RELATION TO ANY SUCH FAILURE. Replacement products are covered by these conditions, including Seller's Warranty. Products which are alleged not to comply with the contract shall as far as possible be preserved for inspection by Seller, and replaced or if a refund is made shall be returnable to Seller (at Seller's cost) if Seller reasonably so requests.
- (e) No returns may be accepted without prior written authorisation from Seller. If authorisation is granted, a special return label will be supplied and only return shipments carrying this label will be accepted. Any merchandise received without prior authorisation will be returned to Buyer, at Buyer's expense. Seller cannot accept returns if products were delivered in accordance with Seller's Warranty and with Buyer's specific written instructions, if styles have been discontinued or if products are soiled or otherwise unsaleable. Unless agreed in writing by Seller, a handling charge of 15% will be imposed on all products returned.
- (f) Clause 4(a)(ii) does not apply to seconds, remainder stock or samples or to goods sold as obsolete or substandard.
- (g) (i) Seller does not exclude any liability which cannot be excluded as between Buyer and Seller under any United Kingdom legislation.
- (ii) If the products are intended by Seller to be and are in fact resold by Buyer in the United Kingdom to individual(s) without further processing, testing, or inspection, Seller will pay reasonable compensation to Buyer for any damages and costs finally awarded against Buyer in the United Kingdom under Part 1 of the Consumer Protection Act (1987) ("the CPA"), but only to the extent that the Seller is itself liable under the CPA for the claim in question because the products were defective (within the meaning of the CPA) at the time of delivery by the Seller. Seller shall not be liable to the

extent that any liability is Buyer's responsibility under Clause 8(b) or arises from any default of Buyer (including but not limited to any failure to ensure that the products are sold only for uses recommended by Seller), or where Buyer knew or ought reasonably to have known of the said defect. It is a condition of Buyer's right of recovery under Clause 4(g) that Buyer shall promptly notify Seller of any relevant claim, shall comply with the Seller's reasonable requirements to minimise liability and/or avoid further liability, and shall allow the Seller conduct of any action and/or settlement negotiations.

5. FORCE MAJEURE

- (a) Seller shall not be liable for any failure to comply with the contract related to any circumstances whatever (whether or not involving Seller's negligence) which are beyond Seller's reasonable control and which prevent or restrict Seller from complying with the contract.
- (b) Seller may where reasonable in all circumstances (whether or not involving Seller's negligence) without liability suspend or terminate (in whole or in part) its obligations under the contract, if Seller's ability to manufacture, supply, deliver or acquire materials for the production of the products by Seller's normal means is materially impaired.

6. TERMINATION AND SUSPENSION

- (a) Seller may (without prejudice to its other rights or remedies) terminate or suspend Seller's performance of the whole or any outstanding part of the contract in the circumstances described in Clause 6(b). Seller may also suspend deliveries while investigating any claim relating to prior shipments (under any contract) of products.
- (b) The relevant circumstances are:
- (i) Buyer fails to take delivery of or pay for the products on the date required under Clause 2(f) or 3(b) respectively or breaches any other term of the contract, or the Buyer is late in payment or performance under or otherwise breached any other contract for the sale or purchase of goods or services between Buyer and Seller or any other Gossard Limited division or company; or
- (ii) Buyer becomes bankrupt or insolvent or if a receiver or incumbrancer takes possession of any material part of Buyer's assets, or Buyer suffers any foreign equivalent of the foregoing; or
- (c) Seller has reasonable ground for suspecting that an event in Clause 6(b)(ii) has occurred or will occur, or that Buyer will not pay for the products on the due date, and so notifies Buyer.

RISK AND TITLE

- (a) Risk in the products shall pass to Buyer upon delivery.
- (b) However, Seller shall retain ownership of products until:
- (i) all sums due to the Seller from Buyer, whether in respect of the products or other goods or services, have been paid in full; or
- (ii) Buyer sells them at arm's length in good faith to an unrelated third party.
- (c) Until ownership of the products passes to Buyer Buyer shall insure them against all usual risks to full replacement value, shall sell, use or part with possession of them only in the ordinary course of trading, shall not subject them to any charge, lien or encumbrance and shall where reasonably possible keep each delivery separate and clearly identified as Seller's property. In the circumstances described in Clause 6(b), Buyer's right to sell, use or part with possession of the products shall terminate, and Seller shall have the irrevocable right to recover and/or sell the products and to enter Buyer's premises for that purpose, without prejudice to Seller's other remedies.

7. INTELLECTUAL PROPERTY; THIRD PARTY CLAIMS

- (a) Seller will defend Buyer against any third party claim made against Buyer in the United Kingdom alleging that the products as such, in the original state sold by Seller, infringe any patent, registered design, trademark or copyright effective in the United Kingdom, and Seller will pay any damages and costs finally awarded against Buyer in the United Kingdom in respect of such claim.
- (b) Buyer shall indemnify Seller against any liability incurred by Seller (i) as a result of incorporating property of Buyer in the products or applying any trademark or design to or in the products on Buyer's instructions, or complying with other instruction of Buyer, and (ii) in respect of any third party claims arising from dealing by Buyer in the products (irrespective of any negligence of Seller) except as provided in Clause 8(a) and 4(g) or if arising from Seller's wilful default.
- (c) The indemnified party shall promptly notify the other of any relevant claim, shall comply with the other's reasonable requirements to minimise liability and/or avoid further liability, and shall allow the other conduct of any action and/or settlement negotiations, on reasonable terms.
- (d) Buyer shall not use any trademark or trade names applied to or used by Seller in relation to the products in any manner not approved by Seller.

9. ADVICE AND ASSISTANCE

- Seller shall not be liable, in contract, tort or otherwise, and irrespective of the negligence of Seller, its agents or employees, for any representations, advice or assistance given (under this contract or otherwise, and whether before or after the date of the contract) by or on behalf of Seller in connection with the products or the contract, unless and then only to the extent that Seller has made such representations, and/or agreed to provide such advice or assistance, for a fee under separate written contract with Buyer.

10. LIMITATION OF LIABILITY

- (a) Without prejudice to any other limitation of Seller's liability (whether effective or not):
- (i) in no circumstances whatever shall Seller be liable (in contract, tort or otherwise, and irrespective of any negligence or other act, default or omission of Seller or its employees or agents) for any loss of profits, use, goodwill, business or anticipated savings, for any indirect or consequential losses, or (subject to clauses 4(g) and 8(a)) for any third party claims, in connection with the products or the contract.
- (ii) except as provided under clauses 4(g) and 8(a) Seller's total aggregate liability in connection with the products or the contract tort, or otherwise and whether or not related to any negligence or other act, default or omission of Seller or its employees or agents is limited to the invoice price for the products concerned, ex VAT.
- (b) Without prejudice to Seller's warranty, Buyer's sole remedy shall be in damages
- (c) Seller's warranty and Buyer's remedies under clause 4(g) and 8(a) are in substitution for any other warranties, rights, obligations, representations, liabilities, terms or conditions (whether they are express or implied, or arise in contract, tort, or otherwise, and irrespective of the negligence of Seller, its employees or agents) in connection with the products (including, without limitation, any relating to satisfactory quality, fitness for purpose, conformity with description or sample, care and skill or compliance with representations, but excluding implied statutory warranties relating to title), and all such warranties, rights, obligations, representations, liabilities, terms or conditions are hereby expressly excluded provided that this shall not affect any liability of Seller for fraudulent misrepresentation.
- (d) Without prejudice to clause 4(c), no action may be brought against Seller in connection with the products or the contract unless proceedings are issued against Seller within two years after Buyer becomes or ought to have become aware of the circumstances giving rise thereto.
- (e) This clause 10 applies notwithstanding any fundamental breach or breach of a fundamental term of the contract by Seller.

11. MISCELLANEOUS

- (a) The contract may not be assigned by Buyer without Seller's prior written consent.
- (b) Notices must be in writing to Seller's or Buyer's address and are deemed delivered on the first working day after sending by hand or (subject to confirmation of transmission) by facsimile, or, within the UK, on the third working day after being placed prepaid in the first class post to Buyer's or Seller's UK address. Qualified acceptances by Buyer on delivery notes shall not constitute notice of any claim or acceptance by Seller of any such qualification.
- (c) No failure by Seller to enforce any provision of this contract shall be construed as a release of its rights relating thereto or to sanction any further breach.
- (d) If any provision of the contract is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted.
- (e) The provisions of clauses 3(h), 7, 8(b) and 10 shall survive any termination of this Contract.

12. LAW

- This contract shall be governed by and construed in accordance with the law of England. Buyer hereby agrees, for Seller's exclusive benefit, that the English courts shall have sole jurisdiction to hear all claims or proceedings connected with the products or the contract. Seller may nevertheless bring claims in any other courts of competent jurisdiction.