

UNIVERSAL TOWEL COMPANY LIMITED

TERMS AND CONDITIONS OF BUSINESS

- 1. General**

Unless otherwise expressly agreed in writing, these terms and conditions of sale shall apply in all contracts between Universal Towel Company Limited (the Seller) and its customers (the Buyer) and shall take precedence over any terms and conditions of the intending Buyer.
- 2. Basis of the sale**
 - 2.1 Subject to these conditions, the Seller shall sell and the Buyer shall purchase towels, janitorial and other associated products (the Goods) in accordance with any order of the Buyer which is accepted by the Seller.
 - 2.2 The Buyer shall be responsible for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the contract in accordance with its terms.
 - 2.3 Where an order has been received for Goods which the Seller is unable to supply to the agreed delivery date, the Seller may with consent of the Buyer change the delivery date or cancel the order.
 - 2.4 The Seller reserves the right to improve or modify any of the products without prior notice.
 - 2.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against loss (including loss and profit), costs, damage, charges and expenses incurred by the Seller as a result of cancellation.
 - 2.6 If the Goods are to be customised, the Buyer shall indemnify the Seller against all loss damages and costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement on any claim for infringement of any patent copyright design trade mark or other industrial or intellectual property rights of any other reason which results from the Sellers use of the Buyers Specification.
 - 2.7 The Buyer acknowledges that the Goods may be supplied by a subsidiary or sister company of the Seller.
- 3. Price**
 - 3.1 The price of the Goods shall be the Sellers quoted price or where a quoted price is no longer valid the price listed in the Sellers published price list, which is current at the order date.
 - 3.2 An additional charge will, unless the Seller agrees otherwise, be invoiced to cover transportation costs in respect of each order for Goods received from the Buyer.
 - 3.3 The price and additional charge (if applicable) is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay the Seller.
- 4. Payment**
 - 4.1 Subject to any special terms agreed in writing between the Buyer and Seller, the Seller shall be entitled to invoice the Buyer for the price of the goods on or at any time after the dispatch of the Goods from the Sellers warehouse.
 - 4.2 If the Buyer wrongfully fails to take delivery of the Goods, the Seller shall be entitled without prejudice to any other remedy or right available to the Seller to invoice the Buyer at any time after the Seller has tendered delivery for:
 - (a) the costs of storing and/or returning the Goods to the Sellers premises and
 - (b) a handling charge equal to 10% of the price of the Goods which shall immediately become due and payable.
 - 4.3 The Buyer shall settle all payments due to the Seller within 30 days of the date of Sellers invoice notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. Time for payment shall be of the essence of the contract.
 - 4.4 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
 - 4.4.1 cancel any contracts with or suspend any further deliveries to the Buyer and
 - 4.4.2 demand immediate payment of any amount owing to the Seller in respect of Goods delivered to the Buyer which amount shall immediately become due and payable.
 - 4.4.3 charge the Buyer interest which shall accrue daily (both before and after judgement) on the amount unpaid, at the rate of 4 per cent per annum above the National Westminster Bank plc base rate from time to time, until payment in full is made.
- 5. Delivery**
 - 5.1 The Seller shall make delivery of the Goods to the destination stated on the acknowledgement of order or if some other place is agreed by the Seller at that place.
 - 5.2 Any dates agreed of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence.
 - 5.3 Where the goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the contract as a whole as repudiated.
- 6. Risk and Property**
 - 6.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or if the Buyer wrongfully fails to take the delivery of the Goods, at the time when the Seller has tendered delivery of the Goods.
 - 6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in and title to the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
 - 6.3 Until such time as the property in and title to the Goods passes to the Buyer, the Buyer shall not hold the goods as the Sellers fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and property stored, protected and insured and identified as the Sellers property. Until that time the Buyer shall be entitled in the ordinary course of its business, to resell and pass title to the Goods but shall hold in trust for and account to the Seller for the amount of the proceeds of sale or otherwise of the Goods which is equal to the price to be paid to the Seller in respect of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties.
 - 6.4 Until such time as the property in and title to the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to deliver the Goods forthwith, to enter upon any premises of the buyer or any third party where the Goods are stored and at the expense of the Buyer to repossess the goods.
- 7. Warranties and Liability**
 - 7.1 Subject as expressly provided in these conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
 - 7.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements Order 1976) the statutory rights of the buyer are not affected by these conditions.
 - 7.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with description shall (whether or not delivery is refused by the Buyer) be notified to the Seller as soon as possible but not later than 5 days from the time of delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the amount due as if the Goods had been delivered in accordance with the contract.
 - 7.4 Where any valid claim in respect of any of the Goods which are based on any defect in the quality or condition of the Goods or their failure to meet description is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods free of charge or at the Sellers discretion, refund to the Buyer the price of the Goods (or proportionate part of the price), but the Seller shall have no further liability to the Buyer.
 - 7.5 Except in respect of death or personal injury caused by the Sellers negligence the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty condition or other terms, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of the Goods or resale by the Buyer, except as expressly provided in these conditions.
 - 7.6 The Seller shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Sellers obligations in relationships of the Goods, if the delay or failure was due to any circumstances beyond the Sellers reasonable control (including, without limitation, any strike, lock-out or other form of industrial action).
- 8. Returns**

Goods will be only accepted for return to stock at the Sellers discretion and if they are unused, undamaged, in an immediately saleable condition and are returned to the Sellers premises carriage paid. Such Goods will be subject to a 10% handling charge based on the contract price. If such goods are subsequently found to be damaged or not in a suitable condition then the Seller also reserves the right to make a reasonable charge for any necessary repairs or refurbishing. In no circumstances will the company accept the return of Goods which are the subject of a personalisation order.
- 9. Insolvency of Buyer**
 - 9.1 This clause applies if:
 - 9.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer: or
 - 9.1.3 the Buyer ceases, or threatens to cease, to carry on business: or
 - 9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the buyer accordingly.
 - 9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the Goods or any of them have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 10. General**
 - 10.1 These conditions supersede and invalidate all other commitments, representations and warranties relating to the sale of the Goods which may have been made by the parties either orally or in writing prior to the date hereof, and which shall become null and void from the order date.
 - 10.2 No variation to these conditions shall become binding unless agreed in writing between the Buyer and the Seller.
 - 10.3 The Buyer Acknowledges that no person other than Directors of the Seller are authorised to amend or vary these terms and conditions in respect of any contact for the purchase of Goods.
 - 10.4 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other part at its registered address or principal place of business or such other address as may at the relative time have been notified pursuant to his provision to the party giving notice.
 - 10.5 No waiver by the Seller of any breach of these conditions or the contact by the Buyer nor any time or other indulgence afforded by the Seller to the buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
 - 10.6 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
 - 10.7 Any dispute arising under or in connection with these conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the president for the time being of the law Society of England and Wales.
 - 10.8 The contract incorporating these conditions shall be governed by the laws of England.
- 11. Payment Instructions**

Bank Transfers (BACS) to: Bank of Scotland Plc, Sort Code 80-02-54, Account No. 06209750
Euro Transfers (BACS) to: Bank of Scotland, Sort Code 80-20-06, Account No. 45459001EURO1 IBAN: GB34BOFS80200645459001 SWIFT/BIC: BOFSGBS1EUG
Payment to the account of: UNIVERSAL TOWEL COMPANY LIMITED