

## TERMS & CONDITIONS

### 1. APPLICATION OF CONDITIONS

These conditions apply to the exclusion of any condition whatsoever of the buyer (the "Buyer") whether implied or expressed. No variation, waiver or addition to these conditions will be accepted by the seller, D.R. Warehouse Ltd (Company Registration Number 2304469) of registered office address 60-64 Great Hampton Street, Hockley, Birmingham, B18 6EL (the "Seller") unless agreed in writing and signed by a Director of the Seller. All goods are sold by the Seller to the Buyer upon the following terms which shall prevail over any terms contained in the Buyer's order or in correspondence or elsewhere unless specifically agreed to in writing and signed by a Director of the Seller.

### 2. PRICES

a) The prices payable for the goods shall be those in the Seller's price list current at the time of dispatch. Value Added Tax (VAT) shall be added to all amounts payable by the Buyer where applicable. The Seller reserves the right to revise all prices and specifications.

b) Without prejudice to sub-clause (a) above, the Seller will be at liberty to revise any price which has been quoted to and/or otherwise agreed with the Buyer when it is clear to the Seller in its own absolute discretion that the price quoted and/or agreed is a mistake provided that such revision is communicated to the Buyer within 7 calendar days of the date of order or contract if later. In this regard, such communication can be effected by email or facsimile transmission or by first class post addressed to the Buyer's trading address. In the case of email or facsimile transmission, communication will be deemed to have been effected as at the date of sending by the Seller and in the case of first class mail, will be deemed to have been effected by the Seller as at the date of posting.

### 3. PAYMENT TERMS

a) Payment of invoices shall be made in full within the terms prevailing on the date of sale. The Seller reserves the right to charge interest on overdue accounts at the rate of 6% over Barclays Bank Plc's base rate to run from the due date for payment until receipt by the Seller of the full amount whether or not before or after judgment.

b) The Seller reserves the right to alter the amount of credit allowed to the Buyer either up or down, as business situations change.

c) Terms of trade are strictly 30 days nett from the invoice date. Full settlement of accounts rendered must be made within this period. Any variation must be agreed in writing with the Seller.

d) In the event of the Buyer having any claim against the Seller howsoever arising, the Buyer shall not be entitled to withhold payment of any moneys due to the Seller in respect of goods ordered by the Buyer in any circumstances and any such claim shall be dealt with as a separate matter and in the event of the Seller being liable to the Buyer, the Seller shall pay to the Buyer only when the amount of such liability has been finally ascertained.

### 4. DELIVERY

a) Delivery dates mentioned in any acknowledgement of order or elsewhere are approximate only and are not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Unless otherwise expressly agreed the Seller may affect the delivery in one or more instalments. Each instalment shall be treated as a separate contract.

b) Delivery shall be to the Buyer's premises unless otherwise agreed by the Seller.

c) If the Buyer refuses or fails to take delivery of goods tendered the Seller shall be entitled to terminate the contract or contracts with immediate effect or to dispose of the goods as it may determine and the Seller reserves the right to recover from the Buyer a minimum handling fee of 20% of the total price of such goods (plus VAT thereon) which shall be paid by the Buyer within 10 working days of the date of invoice.

### 5. RISK AND TITLE

a) Risk in the goods shall pass to the Buyer on delivery. All goods supplied to the Buyer shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as the Seller shall have received full payment for them together with full payment of all amounts owed by the Buyer to the Seller in respect of any other contract for the sale of goods.

b) Until such payment the Buyer shall be in possession of the goods solely as bailee for the seller and in a fiduciary capacity and shall store the goods separately and in such a way, as to enable them to be readily identifiable as the property of the Seller.

c) Until such payment the Buyer will keep separate from all its other monies all payments it receives from the Seller's goods and will hold such monies on trust for the benefit of the Seller.

d) Should the Buyer for any reason become insolvent, appoint a receiver, or go into liquidation then the Seller reserves the right to withhold any further deliveries due to the Buyer and cancel the existing contract or contracts without incurring any liability thereon and will be at liberty to enter into the Buyer's premises (and to this end the Buyer hereby grants to the Seller an irrevocable licence) and remove all goods which have been delivered by the Seller to the Buyer's premises but in respect of which payment in full has not been made by the Buyer to the Seller.

### 6. VARIATION AND RETURNS

a) The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be up to 10% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity

delivered. Save as provided herein no return of goods will be accepted unless authorised by the Seller's Sales Department prior to dispatch and the Seller reserves the right to charge the minimum handling fee specified in 4 (c) above except in the case of faulty garments.

b) In the case of sales of goods by the Seller, late delivery, late performance or defects in quality in any deliver or part delivery shall not be grounds for the repudiation of the contract or the cancellation of the delivery of the remainder of the goods. In addition the Seller shall not be liable in any way whatsoever for any damage, costs or other inconvenience caused by the exercise of the right hereby reserved to the Seller.

c) In the event of the Buyer ordering goods from the Seller and the Buyer being late in notifying the Seller of any postponement of the date or time of the delivery or cancellation of the whole or part of the order for any reason, then the Seller reserves the right to invoice the customer for the goods ready for despatch in accordance with the order, and to charge for any storage as a result of the Buyer notifying the Seller for the goods to be delivered on a date after the said order date.

### 7. LIABILITY

a) The Seller shall not be liable to the Buyer:

i) for shortages in quantity delivered unless the Buyer notified the Seller of such claim within 7 days of receipt of the goods.

ii) for damage to or loss of the goods or any part thereof in transit unless the Buyer shall notify the Seller of any such claims within 7 days of receipt of the goods.

iii) for defects in the goods caused by fair wear and tear, abnormal condition of storage or use or any act, neglect or default of the Buyer or of any third party and

iv) for other defects in the goods unless notified to the Seller within 14 days of receipt of the goods by the Buyer provided that no liability shall be attributed to the Seller where any goods have been printed on or have changed their form in any way whatsoever.

b) Where liability is accepted by Seller under 7 (a)

(i) The Seller's only obligation shall be at its option to make good any shortage or non-delivery and/or to replace any goods found to be damaged or defective and/or refund the cost of such goods.

(ii) The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by the net price invoiced to the Buyer in respect of any occurrence or series of occurrences.

c) Subject to the foregoing all conditions, warranties and representations express or implied by statute, common law or otherwise in relation to the goods are hereby excluded and the Seller shall be under no liability to the Buyer for any loss damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise however arising and whether or not caused by negligence of the Seller, its employees or agents.

d) In the event of the Buyer not complying with the requirements mentioned in this paragraph 7, no claim will be entertained by the Seller.

e) Any complaint regarding unworn goods shall be determined by the Seller and such determination will be fully and finally binding to the Buyer.

f) No conditions or terms are made or to be implied, nor is any warranty given or to be implied as to the life and wear of the goods supplied, or that they will be suitable for any particular purpose or for use or wear under any specific conditions, not withstanding that such purpose, conditions or terms may be known or made known to the Seller

### 8. FORCE MAJEURE

The Seller shall not be liable to the Buyer for loss or damage suffered by the Buyer as a direct/indirect result of the supply of goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control.

### 9. INSOLVENCY AND DEFAULT

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if an order is made or a resolution passed for the winding up of the Buyer or if a Receiver is appointed over any of the Buyer's assets or undertakings or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other contract between the Seller and the Buyer the Seller:-

a) may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries and/or determine the rights of the Buyer, if any, and/or by notice in writing to the Buyer determine the contract.

b) may enter into the Buyer's premises and remove any goods which have been supplied by the supplier to the Buyer in respect of which payment in full has not been made.

### 10. GOVERNING LAW

The contract shall be governed by and constructed in accordance with English Law; the parties submit to the jurisdiction of English Courts.

**A copy of these terms and conditions are available in a larger font on our website, [www.drwarehouse.co.uk](http://www.drwarehouse.co.uk)**