



TERMS AND CONDITIONS

1. (i) All and any business of whatsoever nature undertaken including any advices, information or services provided whether gratuitously or not by the Company (as hereinafter defined) is transacted subject to the conditions hereinafter appearing and each of these conditions set out shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customers.
(ii) The Company shall mean T. Shirt & Sons Ltd. and their associates, holding companies and all group companies.
(iii) The Customer shall mean the person firm body corporate or incorporate or company contracting with the Company whether as agent or not and if contracting as agent then the firms agent shall be deemed to include the principal of such an agent.
2. No agent or employee of the Company has the authority to alter or vary these conditions save that should any variation be agreed by the Company at its absolute discretion then such variation must be in writing and signed by the proprietor.
3. The price list is intended as a guide only, and is not an offer for sale. The Company reserves the right to alter prices and specifications without prior notice.
4. Claims arising from shortages (partial loss of goods in transit) damages must be made in writing to the Company and their carrier so as to reach them within 10 days of receiving goods. Claims for non delivery must be lodged with the Company within 21 days of despatch of the goods. All other claims must be made within 10 days of receipt.
5. Every endeavour will be made to deliver the correct quantity ordered but deliveries are conditional on customers accepting a margin of 5% on over or under delivery, the invoices to be charged accordingly.
6. The Company is in no way responsible or liable for any indirect or consequential loss or of any loss to the customer arising from third party claims due to errors, defective dye, manufacture of fabric faults or delay in delivery.
7. The Company cannot accept any garment/s for return if it/they has/have in any way been further processed or altered. The customer shall satisfy him/herself as to the quality and suitability of all goods before further processing.
8. The Company shall be entitled to publish or display the customer's designs or logos on the Company's premises or in the Company's literature.
9. The Company reserves the right of lien on all goods and property supplied to customers whether in the Company's possession or the customer's possession and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such a manner and at such price the Company thinks fit to apply the proceeds towards such debts. Goods in customer's possession must be returned to the Company within 14 days of the date when the debt was due. All goods supplied by the Company remain the property of the Company until paid for in full.
10. The Company reserves the right to charge interest at 4% over Barclays base rate ruling at the time on all overdue debts.
11. Delivery of goods shall be accepted and payment shall become due within 7/10 or 30 days as noted on the invoice.
12. Any description of the goods sold is given by way of identification only and shall not constitute a contract of sale by description nor shall the production or exhibition of a sample prior to the placing of an order be taken to constitute a sale by sample. Fabric composition is given as a guide only and the Company reserves the right to change composition without prior notice.

13. The Company shall not be liable in respect of any claims by the purchaser arising out of any of the conditions warranties and guarantees subject to which the goods are offered as to all of which matters the purchaser shall satisfy himself.
14. The Company does not give or imply any warranty that the goods sold do not infringe the patent rights of a third party. If goods are manufactured to the purchaser's design or according to the purchaser's instructions, the purchaser shall indemnify the Company in respect of all claims, damages, costs and expenses in respect of any alleged infringement and on discovery of such infringement the seller shall be at liberty to terminate the contract and receive payment for all goods supplied, manufactured or allocated to the purchaser even if not actually delivered or collected by the customer.
15. Unless specified on the contract, no guarantee is given or implied as to quality, washing stability, colour fastness, wear ability or making up quality of the goods supplied, nor as to their fitness for any purpose expressed. The purchaser shall in no case be taken to have relied upon the skill or expertise for the seller or his agent.
16. Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Company or to such variation as it finds necessary as a result of any Act of God, War, Strike or Lock Out or other dispute, fire flood, drought, legislation or other cause (whether of the foregoing class or not) beyond the Company's control. No responsibility is accepted for late deliveries.
17. The construction, validity and performance of this contract shall be governed by the laws of England and any legal proceedings in relation to such contract shall be submitted to the jurisdiction of the English Courts without prejudice to the Company's right to bring any such proceeding before the Courts having jurisdiction in the Purchaser's place of residence for business.
18. If any legislation is compulsorily applicable to any business undertaken, conditions shall as regards such business be read as subject to such and nothing in these conditions shall be construed as a surrender by the Company to any of its rights or immunities whether as an increase of its responsibilities or liabilities under such legislation to any extent such part shall as regards such business be void to that extent but no further.