The customer's attention is drawn in particular to the provisions of clause 9.

1. INTERPRETATION

1.1. Definitions:

In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 10.

Goods: the goods (or any part of them) set out in the Order.

Order: the order by the Customer for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Supplier: Asquith Group Ltd of Unit 5 Joshua Park, 1 Bell Close, Plymouth PL7 4FF.

Construction. In these Conditions, the following rules apply: a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); a reference to a party includes its [personal representatives,] successors or permitted assigns; a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to writing or written includes faxes

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2. BASIS OF CONTRACT

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the contract.

2.5. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the catalogues or brochures of the Supplier are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6. A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

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3. GOODS

3.1. The Goods are described in the catalogue of the Supplier as modified by any applicable Specification.

3.2. The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of the Specification by the Supplier. This clause 3.2 shall survive termination of the Contract.

3.3. The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

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4. DELIVERY AND STORAGE

4.1. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.

4.2. Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location.

4.3. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5. The Supplier shall not be liable for any loss in transit, shortages or damaged goods unless the Customer notifies the Supplier in writing within 14 days from the date of delivery.

4.6. If the Customer fails to take delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the failure of the Supplier to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

(b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7. If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8. The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 15% more or less than the quantity of Goods ordered.

4.9. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.10. The Customer shall not be entitled to reject the Goods if the Goods have been manufactured to the Customer's specification.

4.11. Where the Supplier is holding Goods on its premises which the Customer has ordered but for which an invoice has not been produced, then the Supplier shall be entitled to invoice the Customer for the said Goods three months from the date of the Customer's order.

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5. QUALITY

5.1. The Supplier warrants that on delivery the Goods shall:
(a) conform in all material respects with their description and any applicable Specification; and

(b) be free from material defects in design, material, and workmanship.

5.2. Subject to clause 5.3, if:
(a) the Customer gives notice in writing to the Supplier within 6 weeks of delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
(b) the Supplier is given a reasonable opportunity of examining such Goods; and
(c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
(a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2; or
(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to storage, commissioning, installation, use, or maintenance; or
(c) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage; or
(d) the Customer alters or repairs such Goods without the written consent of the Supplier; or
(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
(f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
(g) the Customer has not satisfied itself that the Goods are suitable for the purpose for which they have been purchased and has not undertaken tests appropriate for the intended use having particular regard to water and dry cleaning solvent resistance, dye fastness, heat resistance, shrinkage, stress and strength Capability.

5.4. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5. The terms implied by sections 13–15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

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6. TITLE AND RISK

6.1. The risk in the Goods shall pass to the Customer on completion of delivery.

6.2. Title to the Goods shall not pass to the Customer until the earlier of:
(a) the Supplier received payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass

at the time of payment of all such sums; and
(b) The Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3. Until title to the Goods has passed, the Customer shall:
(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the property of the Supplier;
(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and
(e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4. Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
(a) it does so as principal and not as the agent of the Supplier; and
(b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2 then, without limiting any other right or remedy the Supplier may have:
(a) the right to resell the Goods by the Customer or use them in the ordinary course of its business ceases immediately; and
(b) the Supplier may at any time:
(i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

7.1. The price of the Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list in force at the date of delivery.

7.2. The Supplier may, by giving notice to the Customer at any time up to 7 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or
(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3. The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.4. The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.5. The Customer shall pay for the Goods at the time of ordering, unless an account has been opened.

7.6. If the Supplier has opened and account for the Customer, the Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.7. The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

7.8. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 3% per annum above the base rate of Barclays Bank PLC from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.9. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

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8. TERMINATION AND SUSPENSION

8.1. If the Customer becomes subject to insolvency, including being unable to pay its debts as they fall due, administration, bankruptcy, receivership or negotiation with creditors, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

8.2. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the outstanding unpaid invoices and interest of the Supplier.

8.3. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

8.4. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

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9. LIMITATION OF LIABILITY

9.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
(b) fraud or fraudulent misrepresentation; or
(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
(d) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2. Subject to clause 9.1.:
(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
(b) the total liability of the Supplier to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 10% of the price of the Goods.
9.3. The Supplier shall not be liable for advice or information offered to the Customer by the Supplier.

9.4. Although every reasonable care is taken in dyeing processes, the Supplier shall not be liable for discolouration, staining or damage of any nature whatsoever.

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10. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse

weather conditions, or default of suppliers or subcontractors.

11. GENERAL

11.1. Assignment other dealings.
(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
(b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.2. Severance.
(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
(b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.3. Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

11.5. Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

11.6. Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

11.7. Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

11.8. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).