

## Terms & Conditions (The headlines)

1. There is a 10% plus or minus variance of original order quantity on all bespoke products
2. Bespoke products could generate up to 10% b-grade quality. These will be delivered separately with a 10% discount
3. Bespoke care labels and swing tickets are an additional cost
4. Embroidery onto stock products has a lead time of 2 to 3 weeks
5. Woven product lead time is approximately 6 to 8 weeks
6. Digital print lead time is approximately 8 to 10 weeks
7. Sampling where available is approximately 2 to 4 weeks and depending on the product is chargeable
8. All prices are guaranteed for 30 days from date of quotation
9. Local taxes and VAT are charged at the prevailing rates
10. Bespoke orders require a 30% deposit at time of order
11. Credit is subject to approval and when granted our standard terms are 14 days

## Terms and Conditions and General Trading Information (The small print)

1. These terms and conditions apply to all orders and supersedes all others. Your receipt of our order acknowledgement constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

### 2. PAYMENT TERMS

All goods will be supplied against a proforma invoice unless a credit account form has been filled in and received by The Cotton Textile Company Ltd. An account will be opened after acceptance of bankers reference and two (2) trade references. Payment is to be made within 14 days from the date of the invoice. We understand and may exercise our statutory right of Interest Under the Late Payment of Commercial Debts (Intersect) Act 1998 if we are not paid according to our credit terms.

3. Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue

### 4. PASSING OF TITLE AND RISK

4.1 The Risk in the goods shall pass to you on delivery

4.2 All goods, delivered or not, remain our property until payment is received in full.

4.3 Until such time as payment in full is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment by you for goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored and repossess and remove the same. You hereby grant us irrevocable license to enter your premises for the said purposes.

### 5. PRODUCT

We reserve the right to alter any details or design of products illustrated without notice and while every effort is made to describe goods accurately in the catalogue no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss.

### 6. QUOTATIONS AND CONTRACT

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you.

### 7. PRICES

Where applicable all prices quoted are subject to V.A.T. at the current rate.

## 8. DELIVERY

8.1 Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

8.2 Special rush deliveries can usually be arranged but will usually be subject to additional charges (e.g. rush print charges and rush delivery charges), which will be charged to you at current commercial rates

## 9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 10% plus or minus of the quantity of goods ordered and you will be charged at the contract rate for the quantity delivered

## 10. CLAIMS

10.1 Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days

10.2 All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 days of receipt of goods or such goods shall be deemed to comply as to quality and quantity with the terms of the contract

10.3 You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at the time of delivery

10.4 Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice

## 11. LIABILITY

11.1 Save in so far as defects in the goods cause death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods

11.2 We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with notification of claims procedure set out in clause 10

11.3 Nothing in these terms and conditions shall affect the right of a consumer

## 12. CANCELLATION CHARGES

A charge will be made on all cancelled orders, together with the charge for all work carried out to the date of written cancellation.

## 13. SAMPLES

These will be submitted on approval and will be charged if not returned in good condition within 14 days

## 14. OVERDUE ACCOUNTS

14.1 No goods will be delivered on accounts, which remain unpaid 14 days after payment is due. Interest will be charged on overdue accounts, at the rate of 5% above the Barclays Bank PLC base rate from time to time from the date the account became due until received is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

14.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

## 15. QUANTITY CHANGES TO ORDERS

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increase in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

## 16. ARTWORK AND PRINTING

16.1 All artwork and print charges will be levied where necessary unless previously stipulated by us.

16.2 Artwork that has been approved in writing, either electronically via email or signed and faxed or posted, is deemed the full and final responsibility of the client and we cannot be held responsible for any errors in artwork therein.

## 17. SMALL ORDERS

It is normally possible to order a quantity which is smaller than the minimum quantity and this carries a surcharge.

## 18. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

## Data Privacy

We will use your personal data to:

- Identify you as a customer or a prospective customer
- Communicate with you to enable delivery of quotations, invoices, order confirmations and shipping
- Send you promotional material, with an option to object to processing for marketing
- Help investigate any worries or complaints you have about our services
- Keep track of your order
- To help with research and planning of new services, from time to time

We will process your data:

- As you have entered into a contract with us
- If it is necessary to perform our statutory duties
- As you have shared your information on trade association databases
- To inform you of:
  - Quotations for products
  - Order status
  - Approvals of artwork, etc.
  - Delivery of products
  - Payments due
  - Promotional materials
- To maintain relationships

Your data will be securely stored within the UK and will be stored, reviewed, and destroyed, in line with our data policy. Any personal information relating to financial transactions will be kept for 7 years and maybe kept for longer depending on processes deemed by law, accounting practices and HMRC.

You can ask to receive a copy of the personal data we hold about you at any time and if you think that any personal information we hold is inaccurate, you can request it to be changed at any time.

Your personal information can be removed at any time upon receiving a request from you, except for that which is required to maintain financial records. Neither are we able to we remove personal information that is required where deemed by law and/or HMRC.

You can request the use of your personal information is removed, or restricted from certain activities, e.g. direct marketing.

We only share restricted personal information with approved companies to enable the delivery of your product to your designated address. We are also obliged to share personal information as requested by legal enforcement agencies.