

# TRADING TERMS & CONDITIONS

## 1. CREDIT APPLICATION

- a) By completing and signing the Trading Account Application overleaf (the Application) you agree to be bound by these terms.
- b) From time to time we may advise you of any other terms of our credit facilities, and by purchasing goods and services on credit you accept those other terms.
- c) If you are signing the Application on behalf of any company or other incorporated or unincorporated body, you confirm that you have authority to bind that company or body.

## 2. INFORMATION TRUE AND CORRECT

You confirm that the information provided in the Application is true and correct in every particular and acknowledge that we will rely on this information in our determination of whether to grant you credit. You must promptly advise us of any change to any information that you have provided to us in the Application or otherwise.

## 3. GRANTING OF CREDIT

- a) The decision as to whether to approve the granting of credit to you or to continue to provide credit to you is at our discretion.
- b) In any event, you agree that we are not obliged to grant any credit to you in respect of goods or services supplied until we have approved your Application and have notified you in writing of our approval.

## 4. NO WAIVER

You agree that, if, at any time prior to approving a credit facility or if we decide not to grant you credit any time granted to you to pay for goods or services supplied by us, will not constitute a waiver by us of these terms nor will it imply that we have granted you on-going credit in accordance with these terms.

## 5. SECURITY

As a condition of granting you credit, we are entitled, at any time, to request security as we require and deem necessary for the continuation of supply on credit and you must immediately provide that security in a form acceptable to us.

## 6. PAYMENT AND ACCOUNTS

- a) The Customer will pay the Supplier for all goods supplied, or any other monies due hereunder, on the 20th of the month following delivery or demand as the case may be.
- b) In the event of the Customer failing to make payment as set out above, the Customer shall pay interest on the monies due at 2% above the overdraft charged to the Supplier by its Banker rate together with any costs including solicitors fees incurred by the Supplier in recovery or attempted recovery or any monies due.
- c) The Customer shall not be entitled to offset any sum or counter claim against any amount due to the Supplier for goods supplied.
- d) A credit limit may be imposed on your credit facility, which will be set by us at our complete discretion and notified to you in writing.
- e) Prices quoted are "Cash Prices" for settlement by cash/cheque or direct credit to our bank account. We reserve the right to adjust the price if payment is made by other means.

## 7. EXCLUSION OF LIABILITY

- a) The Supplier is an importer of fabrics and makes no representation or warranty, express or implied concerning the quality and suitability of any goods supplied by the Supplier.
- b) The Supplier shall not be liable to the Customer for any stretching, shrinking or loss of colour in any fabric supplied or any other error, omission, or negligent act, and any damages or loss of profits howsoever arising.
- c) The above terms shall not affect any rights the Customer may have against the manufacturer or other supplier of goods which have been sold by the Supplier.

## 8. DELIVERY

- a) The Supplier shall not be responsible or liable in any way to the Customer for delays or defaults in delivery of an order in any part or for any direct or consequential loss or damage arising therefrom.
- b) All delivery expenses of goods supplied are at customers costs.

## 9. RISK AND RESERVATION OF TITLE

- a) The risk in any goods supplied by the Supplier shall pass to the Customer on delivery of the goods.
- b) Title and property in any goods supplied by the Supplier shall remain with the Supplier until the Customer has paid in full for the goods supplied.
- c) The Customer irrevocably grants the Supplier, by its officers, servants and agents, leave and licence to enter into and if necessary to break into any building occupied by the Customer, where the goods may be supposed to be, and as agent of the Customer, without notice, to enter upon any other land or premises to search for and take possession of the goods without being liable to the Customer or anyone claiming under the Customer for so doing. The Supplier shall incur no liability to the Customer from the repossession of the goods. The Customer shall be liable for all costs, expenses and charges incurred by the Supplier in effecting repossession as aforesaid.
- d) In consideration of the Supplier supplying goods to the Customer, the Customer grants to the Supplier a purchase money security interest as defined in the Personal Properties Securities Act 1999 in all goods that have been supplied or may be supplied in the future and any proceeds of sale thereof and the Customer further agrees that all goods that have been supplied or may be supplied in the future will be subject to the aforesaid purchase money security interest by virtue of these Terms and Conditions without the need for any further action or agreement by any party. The Supplier reserves the right to register a financing statement in respect of the aforesaid purchase money security interest and the Customer shall sign any further documents and/or provide any further information which the Supplier may reasonably require to register a financing statement or financing change statement.

## 10. RETURN OF GOODS/CANCELLATIONS

- a) The Customer shall not be entitled to return/cancel goods supplied by the Supplier except in the event that it has obtained the written agreement of the Supplier to do so.
- b) In the event that the Supplier gives its agreement it shall be a term of the agreement that the Customer will pay all reasonable costs charged by the Supplier including freight costs and a surcharge of 30% of the invoices for the goods.

## 11. QUOTATIONS

The Supplier shall be entitled to add to any quotation given all increases notified to the Supplier including but not limited to increases:

- a) Due to tariffs, duties, imports or other Government charges imposed on goods supplied.
- b) Due to overseas freight charges.
- c) Due to exchange rate fluctuations.
- d) By any other Supplier after the date of quotation.

## 12. ADDRESS FOR SERVICE OF NOTICES

Any notice of demand given by the Supplier to the Customer may be served by the Supplier posting such notice to customers registered office or place of business.

## 13. TERMINATION

On the happening of any one or more of the events set out in subparagraphs (a) - (e) of this clause, the Supplier shall be entitled, at its sole election, to declare the contract, or each and every contract, between it and the Customer terminated without notice.

The events contemplated are if:

- a) In the case of a Company you become insolvent, make an arrangement with any of your Creditors, have a Receiver appointed in respect of all or some of your assets, have a Liquidator (provisional or otherwise) appointed, or are placed under statutory or official management, or if any of these things are threatened, or in our opinion are likely to occur. In the event of an individual, any event similar to those set out above, relevant to Companies occur or are threatened or in our opinion are likely to occur or you are declared bankrupt.
- b) The ownership or effective control of your business is transferred or the nature of your business changes materially.
- c) You fail to pay any amount payable by you to us when due.
- d) You are in breach of any of these terms, our standard terms of trade, or any other terms of supply which we have notified to you and which you are deemed in law to have accepted,
- e) In our opinion you are likely to be unable to meet your payment obligations to us.

We may also terminate your credit facility by giving 30 days written notice. You may terminate your credit facility at any time by giving us 30 days written notice.

On the termination of the contract or contracts between us for any reason or on the termination or expiry of your credit facility for any reason, all amounts outstanding under any contract with us will be due and must be paid immediately.

## 14. PRIVACY ACT 1993

- a) We will hold all personal information provided by you in the Application, or which we obtain about you, securely and will not use it or disclose it to any other person, except for purposes shown here or as authorised by you or when required or authorised by law.
- b) The information provided by you will be used to assist us in determining whether to grant you credit and whether to continue to grant you credit, to administer any credit facility or other arrangements you may have with us from time to time and to generally further our relationship with you (for these purposes we may provide you with details of any goods or services that may be of interest to you).
- c) You confirm that we may make enquires about you considered necessary for these purposes and to obtain from you named referees, credit reporting/credit rating agencies, financial institutions or trade organisations any additional information that we consider necessary for these purposes and you authorise them to provide this information to us.
- d) Failure to provide the information may mean that credit is not made available to you.

## 15. GENERAL

- a) These terms and the terms of any credit facility provided to you are pursuant to these terms:
  - may only be varied by us, which variation will be communicated to you in writing; and
  - will in the case of conflict be in priority to any other agreement with us and any terms contained in any order (except if these terms are varied by us by express reference in writing to the terms that are being varied).
- b) Time is of the essence in your performance of any of your obligations to us.
- c) "we" "us" "our" and "Supplier" means James Dunlop Textiles Group Limited
- d) "you" "your" and "Customer" means the applicant