

# SELECTUS LIMITED

## CONDITIONS OF SALE

	<b>DEFINITIONS</b>		
1.1	"Company" - Selectus Limited	7.2	The Company shall have no liability in respect of any such discrepancy unless the Customer has given the Company notice thereof.
1.2	"Customer" - the customer of the Company	7.2.1	(in case of any discrepancy which is reasonably apparent on inspection) within seven (7) days of receipt of the Goods.
1.3	"Contract" - any contract entered into for the supply of Goods by the Company to the Customer.	7.2.2	(in case of loss of a whole consignment) within fourteen (14) days from the date of invoice, or
1.4	"Goods" - any goods forming the subject matter of any Contract including (where the context so admits) services and any goods belonging to the Customer on which the Company performs services.	7.2.3	(in case of a discrepancy which is not reasonably apparent upon inspection) immediately upon the discrepancy becoming apparent and in any event not later than three (3) months after receipt of the Goods.
	<b>QUOTATIONS, CONTRACTS AND VARIATIONS</b>		<b>CLAIMS</b>
2.1	Each quotation is open for acceptance for three (3) months (or other period stated in it) from its date but may be withdrawn in case of any change in the circumstances in which it was given.	8.1	The Company shall have no liability in respect of any claim by the Customer in respect of any discrepancy affecting the Goods unless
2.2	These conditions shall be incorporated in all Contracts to the exclusion of any terms and conditions referred to by the Customer. Acceptance by or on behalf of the Customer of any delivery or performance tendered by the Company shall in any event be conclusive evidence of the Customer's acceptance of these conditions.	8.1.1	notice of the claim is given in writing addressed to the Company's sales department.
2.3	No amendment of any Contract or these conditions shall bind the Company unless in writing and signed on behalf of the Company.	8.1.2	the Customer affords the Company reasonable opportunity and facilities for the investigation of any claim and complies with any request by the Company for the return, properly packed and carriage paid, of any Goods for examination by the Company, and
	<b>PRICES</b>	8.1.3	the opportunity for the Company to investigate any claim is given (in the case of discrepancy which is reasonably apparent on inspection) within a period of not less than three (3) days from the date on which notice of the claim is given and before the Goods are used or re-sold.
3	The Company's prices, unless otherwise agreed and subject to condition 5.5, are inclusive of carriage but subject to the Company's minimum order quantities from time to time applicable and exclude V.A.T. where applicable and all other taxes or duties of whatsoever kind.	8.2	No Goods may be returned unless the Company has agreed to their return and allocated a returns number.
	<b>PAYMENT</b>	8.3	The Company shall have no liability for
4.1	Unless otherwise agreed in writing the Company's invoices are due at the end of the month following that of the invoice and are payable in pounds sterling without any set-off or deduction	8.3.1	any Goods which after delivery have been subjected to any incorrect handling or storage or suffered misuse, neglect or accident
	<b>PAYMENT PERIOD</b>	8.3.2	any claims relating to any matter including but not limited to the weave, shade, print, design, dimensions, shape, or packaging of any Goods which is in accordance with a sample which has been approved by the Customer prior to manufacture, or
	net	8.3.3	any discrepancy which results from any inaccurate or incomplete information, details or materials supplied by or on behalf of the Customer.
4.2	The Customer shall pay all legal and other costs incurred by the Company in recovering any amounts owing from the Customer and any Goods in which title has been retained by the Company. Such costs shall be due for payment immediately on invoice.	8.4	Any items replaced by the Company following its acceptance of any claim shall become the Company's property and shall not be used or disposed of except in accordance with the Company's written instructions.
4.3	The Company shall have the right by giving written notice to the Customer at any time to withdraw any credit allowed on any existing or future Contracts.	8.5	Goods in respect of which no claim is made in accordance with these conditions shall be deemed to have been accepted by the Customer in accordance with the Contract and the Company reserves the right to charge to the Customer any administration, handling or other costs it incurs in connection with any claim which it does not accept.
	<b>DELIVERY AND RISK</b>		<b>EXTENT OF LIABILITY</b>
5.1	Goods shall be delivered and risk in them shall pass to the Customer when they are made available at the Customer's premises (or other delivery point agreed between the Company and the Customer) or collected from the Company's premises.	9.1	Except to the extent stated in these conditions or otherwise agreed in writing by it, the Company shall have no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever under or in connection with the Contract other than for death or personal injury resulting from its negligence.
5.2	Times quoted for delivery are subject to the supply of all instructions or other matter required from the Customer. The Company will endeavour subject to these conditions to comply with any date given by it and to advise of any adjustments but shall not be liable for any loss, damage or expense arising from any delay or failure in delivery or performance from any cause whatsoever nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance or repudiate any Contract.	9.2	In particular the Company accepts no liability for any indirect or consequential loss or damage suffered by the Customer under or in connection with the Contract, including but not limited to wasted time or expenditure, loss of profits, production, business revenue, expected savings or goodwill or any claim against the Customer by any person.
5.3	If the Customer fails to take delivery of any Goods when tendered or to provide adequate delivery instructions or to collect them when notified they are ready for collection the Company at its discretion may exercise any or all of the following rights, namely, to store the Goods at the risk of the Customer, to require the Customer pay all storage, transportation, handling or other charges (including expenses in connection with the delay or detention of vehicles) incurred by the Company as a result of such failure or to require the Customer to pay for the Goods as though delivery had taken place.	9.3	Any claim by the Customer or acceptance of liability by the Company in respect of any particular Goods shall not entitle the Customer to reject or refuse to pay for any other Goods comprised in the same or any other Contract.
5.4	The Company may deliver the Goods by instalment each of which shall be deemed to be the subject of a separate Contract.		<b>TERMINATION OR SUSPENSION</b>
5.5	The Company may determine the form of transport or packing of any Goods and charge extra for any special arrangements requested by the Customer.	10.1	If the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company, is unable to pay its debts in the ordinary course of business, has a receiver, manager, administrator, administrative receiver or trustee in bankruptcy (as the case may be) appointed for all or any part of its assets or income, is wound up compulsorily or voluntarily, or the Company bona fide believes that any of the foregoing matters may occur, then, in any such event, the Company shall, without prejudice to any other remedy, be entitled, at its discretion, by giving the Customer written notice at any time, to forthwith suspend its performance of and/or terminate such Contract without liability to the Customer.
5.6	For items not in its standard product range, unless a guaranteed minimum quantity has been agreed, the Company may deliver up to 10% more or less than the quantity of any Goods specified in the Contract and invoice the Customer at the contractual rate for the Goods actually delivered and the Customer shall not refuse to accept delivery by reason only of any such difference in quantity.	10.2	The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver by the Company in respect of any breach shall operate as a waiver in respect of the same or any subsequent breach.
	<b>TITLE</b>		<b>FORCE MAJEURE</b>
6.1	Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and not pass to the Customer (who shall, nevertheless, subject to the conditions stated below, be entitled to resell them as principal only in the ordinary course of business) until the Company has received in cash or cleared funds payment in full of the price of the Goods and of all other debts for any other Goods or services owed to it by the Customer on any account.	11	The Company shall not be liable for any delay or other failure to perform the whole or any part of the Contract resulting from any cause whatsoever beyond the Company's control existing at the date of the Contract or arising thereafter and the time for performance shall be extended by the period of any such delay.
6.2	Until title passes:		<b>NOTICES</b>
6.2.1	the Customer shall hold the Goods as bailee for the Company and ensure that they are at all times clearly identified as the property of the Company.	12	Any notice given in writing if sent by facsimile or forwarded by first class pre-paid letter post to the receiving party at its business address as last notified in writing to the other party shall be deemed to have been given on the date of transmission of the facsimile (if receipt is confirmed in writing) or 2 days (or 7 working days in the case of customers outside of the United Kingdom) following the date of posting.
6.2.2	the Company shall be entitled at any time on demand to:		<b>LAW AND JURISDICTION</b>
6.2.2.1	repossess, and sell all or any of the Goods and thereby terminate (without any liability to the Customer) the Customer's right to sell them, and	13	The Contract shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English courts in all matters relating to the Contract except to the extent the Company involves the jurisdiction of the courts of any other country.
6.2.2.2	enter any premises where the Goods are located for the purpose of inspecting or repossessing them.		
6.3	To avoid any doubt the Company may maintain an action for the price of the Goods although it retains title in them.		
	<b>DISCREPANCIES</b>		
7.1	If at the time of delivery any Goods are missing, lost, damaged, defective or otherwise not in accordance with the Contract the Company will, at its expense, subject to these conditions, in its discretion, within a reasonable period, replace the Goods affected at the original point of delivery or otherwise make good the discrepancy or allow credit for their invoice value.		