

## **TERMS AND CONDITIONS OF SALE**

### **1. ACCEPTANCE**

This agreement is made between GS UK Ltd (the company) and the purchaser. Unless otherwise agreed in writing, these conditions shall be the only ones applying to any contract for the supply of goods and services by us to the customer. No substitution for these Terms and Conditions shall be binding on the company.

### **2. AMENDMENTS**

Alterations to, and cancellations of, orders accepted by the company cannot be made without the companies' consent in writing. The company reserve the right to charge for any additional costs resulting from such alterations and for any expense incurred before cancellation and for specially adapting goods to the purchasers' requirements.

### **3. METHODS OF CARRIAGE**

The company uses a variety of methods to deliver goods such as courier, special delivery, Parcel Force and Red Star. Goods are dispatched in accordance with the purchasers' instructions. Where First Class Mail is used the company will not be held responsible for items lost or not delivered as this it is not a guaranteed service.

### **4. DELIVERY**

Any time, date or period for delivery contained in any quotation or other document issued by the company is an estimate only. Unless the contract specifically provides to the contrary, the company shall not be liable for any failure to deliver on the time or date or within the period so stated. The delay or non-delivery of goods does not entitle the purchaser to withhold payment. Unless otherwise agreed in writing, the company may in our absolute discretion make delivery by instalments. Each instalment shall be invoiced and paid for separately. All goods (including those supplied on trial, loan or test) are at the purchasers' risk from the time of delivery until (where appropriate) they are returned to us. Goods cannot be returned for credit unless received faulty, damaged or have been incorrectly sent and are returned within 21 days of receipt. Delivery of supplies and designs will be charged at the current rate for the method of delivery selected plus a handling fee of 75p. In extenuating circumstances it may be possible to return certain items within 7 days subject to a 20% restocking cost. Delivery and installation of machinery is provided free of charge to ground floor locations. However, this does not include the hire of any special lifting gear or additional costs involved where access into the building is restricted. Two days of training are also given free of charge with delivery for embroidery machines, laser cutters and garment printers.

### **5. DAMAGE OR LOSS IN TRANSIT**

Unless the company and carriers are notified in writing within seven days of receipt of goods or due delivery date, the company shall not accept any liability for damage or loss in transit. Our liability shall be limited to making good the damage or replacing lost items.

### **6. TRIAL EQUIPMENT**

Unless otherwise agreed in writing, the customer shall be deemed to have agreed to purchase goods delivered on trial, which are not returned to the company within two weeks of delivery.

### **7. PRICES**

All prices are subject to revision without notice, unless otherwise stated by the company in writing. Prices charged would be those prevailing at date of dispatch. Prices quoted exclude V A T, which will be charged in addition at the rate current at the date of invoicing.

### **8. TERMS**

Unless otherwise stated in writing, all charges are strictly nett. Payment shall be made either before or upon delivery of capital equipment.. If invoices are not settled within such period of thirty days, the company shall be entitled to charge interest thereafter at the rate of 2% above Barclays Bank base rate per month. Invoices will be dated with the date on which the goods are delivered to the customer or; where the customer fails to accept delivery, when the goods are ready for delivery; or where the customer is deemed to have agreed to purchase the goods by virtue of condition 6. Unless stated in writing, The Terms and Conditions do not include lifting equipment into position or preparing sites to accommodate equipment supplied. Unless otherwise agreed in writing, any special discounts allowed

will become null and void unless payment is made within thirty days. Failure to settle accounts on time shall entitle GS to withhold further deliveries until such time as the account is settled in full.

## **9. TITLE**

The property of the goods shall pass to the customer only upon the price being paid in full, and until the property has surpassed, the customer shall not change or dispose of the goods. If the property is not paid for in full in the manner stipulated and on time we shall be at liberty to cancel the contract and remove the goods. Any monies received shall be retained by us for our own use by way of liquidated damages. The purchaser shall be responsible for all risks attracting to the goods and for insuring them from the date of delivery.

## **10. CATALOGUES**

Any illustration and/or description of goods appearing in any literature shall be deemed to be for general guidance and information only. They shall not constitute a specification of the goods, nor shall it be deemed to be a term of the contract that the goods shall comply with such illustration or description.

## **11. LIMIT OF LIABILITY**

Save where liability for death or personal injury arises as a result of negligence or wilful default of the company, the company will not be liable for any accidental or consequential damages resulting from any breach of contract and in any event the companies liability will be limited to the value of the goods purchased pursuant to this agreement.

## **12. SOFTWARE KEYS**

*In the event of the purchasers software security key being lost, stolen or damaged beyond repair, the replacement key will be charged in accordance with the current list price for the features to be assigned to the replacement key. (Please note this condition with reference to insuring the software).*

## **13. THREADS**

*Our threads conform to DIN standards. Certification is available upon request. Careful attention must be made to washing and usage instructions on each shade card as the company cannot accept responsibility for any damage, including the garment used, as a result of not following the instructions. Do not mix dyelots. All our threads are manufactured and quality controlled to the very highest standards, however since we have no control over washing, dry cleaning, pressing or weather conditions (when used on an article exposed to the elements) and since the value of thread is so disproportionate to the value of material into which it is sewn, we are not and cannot be held responsible for any damage that could occur.*

## **14. WARRANTY CONDITIONS**

*Machines are covered by a one year comprehensive parts warranty excluding all optics and other consumable items. This does not cover day to day adjustments and failure due to neglect and does not cover potential damage to customers fabrics/garments as a result of a machine malfunction. If the machine is sold indirectly through a GS agent/distributor then the said agent will cover the one year labour warranty. If any defective parts are replaced they should be returned to GS for inspection otherwise they will be charged at full RRP. Maintenance routines recommended by the machine's manufacturer must be followed by the customer. Failure to do so may result in repairs that will not be covered under warranty and therefore be chargeable to the customer.*

## **15 CANCELLATION**

*It is a condition of all sales that at any time upon or after the commission by the buyer of an act of bankruptcy or where the buyer is a limited company the commencement of a winding-up by reason of insolvency or the appointment of receiver/liquidator or any assignment for the benefit of creditors the sale may be cancelled by us wholly or in part by notice in writing*

## **16. LAW**

*The conditions of this agreement shall be subject to, and construed in accordance with English Law.*