

**Article 1 - Scope of application**

These General Terms and Conditions apply to all sales entered into between SAVILE CLIFFORD LIMITED (00269199), a trading company within the Bower Roebuck & Co Limited (00062048) GROUP, and the Buyer and/or Buying Company.

The order and/or purchase of good/s by a Buyer, implies knowledge and acceptance of these General Terms and Conditions in full and without reservation.

BOWER ROEBUCK reserves the right to modify these General Terms and Conditions at any time, without notice, with the understanding that such modifications shall not apply to orders previously accepted by BOWER ROEBUCK. In the event of a modification, the General Terms and Conditions in effect on the date of the order shall be applied to the order.

These General Terms and Conditions shall prevail over any conditions of the Buyer and/or Buying Company, amongst others that may be included on the purchase order sent by the Buyer and or Buying Company to BOWER ROEBUCK.

In these General Terms and Conditions "BOWER ROEBUCK" refers to BOWER ROEBUCK Limited, with its registered address at Glendale Mills, New Mill, Huddersfield, West Yorkshire, HD9 7EN, with the company number 00062048.

The most recent version of the General Terms and Conditions may be viewed at any time at <https://www.bowerroebuck.com/>

**Article 2 - Contract creation**

All sales shall be considered as validly concluded and the contract deemed valid between the Buyer and/or Buying Company and BOWER ROEBUCK after BOWER ROEBUCK has issued a Sales Order Confirmation note.

**Article 3 - Ordering procedures**

To place an order the Buyer and/or Buying Company shall provide a purchase order including all the legal and/or customary information (such as company name, head office address and/or delivery address, VAT number etc.....) necessary to process the order.

The Buyer and/or Buying Company agrees to only include accurate and comprehensive information a purchase order.

In the event information provided on the purchase order should prove to be false, inaccurate, or incomplete, BOWER ROEBUCK shall have the right to cancel the Buyer and/or Buying Company's order.

The Buyer and/or Buying Company shall inform BOWER ROEBUCK of any change to this information in a timely manner and BOWER ROEBUCK will issue a new Sales Order Confirmation note or an addendum to the original Sales Order Confirmation to validate the change in contract.

When purchasing RWS or RMS products the Buyer and/or Buying Company must request a Transaction Certificate for their goods on the Purchase Order and quote the precise BOWER ROEBUCK product code stating RWS or RMS as appropriate.

**Article 4 - Price**

Unless stated otherwise, prices are provided in euros (EUR) or sterling (GBP) and do not include VAT and delivery costs.

Taxes applied are those in effect at the time of delivery, as indicated on the invoice.

Prices are quoted by BOWER ROEBUCK and can thus be modified at any time before delivery. BOWER ROEBUCK reserves the right to adjust the price to reflect increases in our costs of supplying the goods.

Shipping costs are carried by the Buyer and/or Buying Company, except in case of a prior and express agreement on the part of BOWER ROEBUCK.

**Article 5 - Delivery**

All delivery times quoted are estimates only.

If the Buyer and/or Buying Company accepts delivery of goods after the estimated delivery time, it will be on the basis that the Buyer and/or Buying Company has no claim against us for delay (including indirect or consequential loss, or increase in the selling price).

The Buyer and/or Buying Company may not cancel the contract if they provide notice after BOWER ROEBUCK has placed a purchase order for the raw materials. Subject to Article 8.

Delivery costs shall be borne by the Buyer and/or Buying Company and shall be invoiced by BOWER ROEBUCK, unless the Buyer and/or Buying Company specifies the use of their own carrier.

The goods shall be delivered to the address indicated by the Buyer and/or Buying Company on the purchase order.

Where the Buyer and/or Buying Company does not provide a delivery address with the purchase order, it is the responsibility of the Buyer and/or Buying Company to provide an address before the goods are available to be shipped.

The goods shall be shipped at the Buyer and/or Buying Company's risk, even in the case of prepaid shipping.

In case of loss or delay during transport all claims shall fall to the Buyer and/or Buying Company, who shall exercise its rights against the carrier within the applicable time limits according to the mode of transport.

No delay shall incur our liability and give rise to any claim for damages whatsoever, nor result in the cancellation of the order by the Buyer and/or Buying Company.

The entrusting of the goods to a carrier or forwarding agent of BOWER ROEBUCK's choice shall not result in any dispensation of the provisions above.

The Buyer and/or Buying Company must inspect the goods on delivery. If any goods are damaged or not delivered the Buyer and/or Buying Company must write to BOWER ROEBUCK within five days of delivery. The Buyer and/or Buying Company must give BOWER ROEBUCK and any carrier a fair chance to inspect the damaged goods.

**Article 6 - Payment**

The Buyer and/or Buying Company shall receive an invoice for each order and is to pay BOWER ROEBUCK in cleared funds into our bank account prior to delivery unless there is an approved credit account.

BOWER ROEBUCK may withdraw an approved credit account, or reduce the credit limit, or bring forward the due date for payment upon written notice to the Buyer and/or Buying Company.

The Buyer and/or Buying Company does not have the right to set off any money they may claim from BOWER ROEBUCK against an existing debt.

Each invoice shall be deemed accepted unless it is specifically challenged in writing within 5 days following receipt of the invoice. BOWER ROEBUCK shall not be obligated to consider any claims submitted past this deadline.

Payment is due on the date indicated on the invoice. Failure to pay an invoice by the date on which it is due shall result in all sums due becoming payable immediately.

Any invoice that remains unpaid on its due date shall be subject, automatically and without notice, to late payment interest equal to 15% of the outstanding amount on an annual basis, calculated pro rata temporis, with a minimum charge of EUR 50.

The Buyer and/or Buying Company is to indemnify BOWER ROEBUCK in full and hold BOWER ROEBUCK harmless from all expense and liabilities it may incur (directly or indirectly including financing costs, including legal costs on a full indemnity basis and the cost of instructing debt recovery agency to recover a debt) following any breach by the Buyer and/or Buying Company of any obligations under these terms.

**Article 7 - Claims and returns**

A Fabric piece supplied in accordance with the Buyer and/or Buying Company purchase order cannot be returned without the written consent of a duly authorised representative of Bower Roebuck.

The Buyer and/or Buying Company must make an application to return a fabric piece, in writing and within 30 days of the invoice date. The application must at least state the original sales invoice number, date, and the fabric piece number(s) to be returned including the quantity in metres and a reason for each piece to be returned.

Bower Roebuck will only consider applications for whole fabric pieces. Bower Roebuck will not accept any responsibility for claims in respect of free replacement of the product or the end-product it is to be made up into for flaws, quality compensation or returns for fabric pieces that have been cut up and made into a finished product.

Only after a return has been authorised in writing by Bower Roebuck is the fabric piece (s) to be shipped to Bower Roebuck, being sent carriage paid by the Buyer and/or Buying Company.

The buyer will pay on demand Bower Roebuck's administration charges in relation to each returned fabric piece, plus the cost of any repackaging required to restore each piece to a saleable condition.

Where Bower Roebuck agrees to replace a fabric piece it has sold to the Buyer and/or Buying Company, it will only replace the product itself and not the end product that it may be made up into.

Bower Roebuck does not accept any liability for consequential loss, contingent liability or revenue loss or any other possible liability or cost incurred by the customer as a result of the product being faulty or agreeing to supply replacement fabric piece or pieces.

#### **Article 8 - Order cancellation and withdrawal**

The Buyer and/or Buying Company may only cancel its order in advance upon payment of a penalty fee equal to 100% of the order amount.

#### **Article 9 - Provisions specific to international sales**

The price of all goods shipped outside the United Kingdom of Great Britain and Northern Ireland shall automatically be calculated without tax added on the invoice.

Customs duties or other local taxes or import duties or state taxes may be due. These duties and amounts shall not be the responsibility of BOWER ROEBUCK. They shall be at the expense of the Buyer and/or Buying Company and fall entirely under the Buyer and/or Buying Company's responsibility, both in terms of declarations and payment to the competent authorities and/or bodies in the Buyer and/or Buying Company's country. For this reason, BOWER ROEBUCK advises Buyers and/or Buying Company to obtain information on these aspects from their local authorities.

#### **Article 10 - Liability**

The proposed goods comply with English laws in force and standards applicable in the United Kingdom of Great Britain and Northern Ireland.

BOWER ROEBUCK shall in no event be held liable in the event of non-compliance with the laws of the country to which the product is delivered.

All Buyer and/or Buying Companies residing outside the United Kingdom of Great Britain and Northern Ireland shall be responsible for verifying with local authorities whether and how the goods they are planning to order may be imported or used.

BOWER ROEBUCK has an obligation of means with respect to all stages of order receiving, preparation and delivery. In all cases, BOWER ROEBUCK shall in no event be liable should it be unable to perform its obligations due to a case of force majeure. "Force majeure" may be defined as an event occurring after the conclusion of the agreement which makes it impossible – and not merely more onerous – to perform an obligation, regardless of fault. Force majeure includes, but not limited to, events such as fire, flood, storm, riot, civil unrest, war, nuclear incident or terrorist activity.

BOWER ROEBUCK shall in no case be liable for defects caused directly or indirectly through the fault or negligence of the Buyer and/or Buying Company itself or of a person acting on its behalf and/or in its name, or fault or negligence attributable to a third party.

BOWER ROEBUCK shall in no case be liable for issues or disputes arising after the delivery of the ordered material.

Except in the case of fraud or gross misconduct on its part, BOWER ROEBUCK shall incur no liability for any consequential damages suffered by the Buyer and/or Buying Company, such as operating loss, loss of profit, loss of opportunity, or for any other damages or costs that could arise from the purchase of the goods.

Should BOWER ROEBUCK not be able to invoke one of the reasons for exoneration stipulated in these general terms and conditions, its liability in any event shall be limited to the amounts invoiced to the Buyer and/or Buying Company.

#### **Article 11 - Retention of ownership**

All delivered goods shall remain the property of BOWER ROEBUCK until the invoice amount has been paid in full, including taxes and any additional costs or interest, even in cases where the Buyer and/or Buying Company has already paid a deposit.

In case of payment by cheque or bill of exchange, the transfer of property shall only occur after the amounts have been definitively cashed.

The Buyer and/or Buying Company shall remain the custodian of the goods, which it shall have to insure and maintain in good condition, until full payment has been made.

#### **Article 12 - Insolvency**

Failure to pay by the due date, protest, any seizure or repossession, any application for judicial reorganization proceedings, filing of bankruptcy proceedings, or any other action indicating the client's insolvency, shall result in the forfeiture of the granted payment period and all outstanding invoices becoming due, for any delivery whatsoever, and shall confer upon BOWER ROEBUCK the right to cancel any open order and/or contract, without notice or compensation.

#### **Article 13 - Intellectual property**

All intellectual property rights relating to BOWER ROEBUCK goods sold remain BOWER ROEBUCK's exclusive property.

The Buyer and/or Buying Company is forbidden from committing any act by way of or with respect to the purchased goods that may harm these intellectual property rights.

Any reproduction without prior written authorization is strictly forbidden, exceptions provided under the law not included.

#### **Article 14 - Governing law**

These General Terms and Conditions shall be governed by the laws of England. In the event of a legal dispute, all matters shall be brought exclusively before English courts.

#### **Article 15 - Defects and Defects in Workmanship**

Should the Buying company become aware of a defect(s) or deficiency(ies) upon receipt of the goods, the Buyer and/or Buying Company shall immediately contact BOWER ROEBUCK in order to inform the latter thereof and no later than 5 days after the Buying company has taken delivery of the goods.

By way of proof, the Buyer and/or Buying Company shall forward to BOWER ROEBUCK, by e-mail or by post, various pictures, or a physical sample that may show the defect(s).

#### **Article 16 - Miscellaneous provisions**

In the event that any articles, terms or provisions in these General Terms and Conditions should prove to be illegal or in conflict with current legislation, the validity of all other articles, terms and provisions of these General Terms and Conditions shall not be affected and said articles, terms or provisions shall be replaced with articles, terms or provisions aiming to produce a similar effect.

The fact of one party not asserting the breach of a contractual obligation against its partner shall not be interpreted as its surrender of the right to assert such breach at a later date.

In the event any provision of the General Terms and Conditions should be deemed inapplicable, the parties agree to renegotiate it in good faith so as to maintain the economic balance of the General Terms and Conditions. In the event the parties are unable to replace this provision in a way that is mutually acceptable and applicable, this provision shall be excluded from the General Terms and Conditions.