

TERMS AND CONDITIONS OF SALE

IMPORTANT YOU SHOULD READ THIS CAREFULLY These Terms and Conditions of Sale are the only ones which shall apply unless statutory rights are provided or to be implied into this agreement for sale.

1. For the purpose of this document the following expressions shall have the meaning assigned to them below:-
 - a) "The Seller" means TM Designs Limited and all subsidiary or associated companies
 - b) "The Buyer" shall mean the individual or company in whose name the order is made out.
 - c) "The Goods" shall mean the items ordered by the buyer as described on the reverse hereof.
2. Unless otherwise agreed in writing by the Seller these conditions which supersede any earlier sets of conditions appearing in the Seller's catalogues or elsewhere shall override any terms or conditions stipulated incorporated or referred to by the Buyer whether in the order or in any negotiations and all guarantees warranties or conditions (including any conditions as to quality or fitness for any particular purpose) whether express or implied by statute common law or otherwise are excluded and hereby negated.
3. All quotations are strictly net cash against invoice unless otherwise stated and are exclusive of Value Added Tax or any similar taxes levies or duties.
4. **GOODS SUPPLY SPECIFICATION**
The goods are supplied in accordance with the specification (if any) submitted to the Buyer and any additions and alterations shall be the subject of an extra charge. Any not so specified shall be in accordance with the Seller's printed catalogue or the catalogues of the Seller's suppliers (subject to any modifications made since publication). If the Seller adopts any changes to the design of the goods or the specification thereof the Buyer shall accept the goods so changed in fulfillment of the order.
5. **PRICE**
The quoted price for the goods may be varied by additions upwards by the Seller in accordance with market conditions at the date of the actual supply and the Buyer shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing market conditions shall include any increase in the cost of labour and/or materials operation and/or transport.
6. **COLLECTION OF GOODS**
The Buyer at his own expense shall make proper provision for the transport and/or collection of the goods from any station or such other place to which they may be sent by the Seller.
7. **TIME FOR DELIVERY**
Any time or date named by the Seller for delivery is given and intended as an estimate only and the Seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.
8. **ACCEPTANCE OF DELIVERY**
Delivery shall be taken by the Buyer within the period (if any) named in the quotation or sales order and such full details as may be necessary (or required by the Seller) to enable the Seller to complete delivery within such period shall be supplied by the Buyer. If for any reason the Buyer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery the Seller shall if their storage facilities permit store the goods and take all reasonable steps to prevent their deterioration until their actual delivery and the Buyer shall be liable to the Seller for the reasonable cost (including insurance) of their so doing. This provision shall be in addition to not in substitution of any other payment or damages for which the Buyer may become liable in respect of his failure to take delivery at the appropriate date.
9. **QUANTITY DELIVERED**
The Seller reserves the right to under/over deliver 5% of the actual quantity ordered by the Buyer. Only the quantity delivered will be invoiced.
10. **DEPOSIT (Where no account facilities exist)**
 - a) For all orders below £150.00, no order will be deemed to have been accepted by the Seller unless paid in full at the time of placing the order.
 - b) For all orders above £150.00, no order will be deemed to have been accepted by the Seller unless accompanied by a minimum deposit to the value of 50% of the purchase value of the goods including Value Added Tax.
11. **BALANCE OF PURCHASE PRICE**
The balance of the purchase price payable shall be paid before delivery or collection of the goods or in cash at the time of delivery unless otherwise agreed in writing.
12. **CANCELLATIONS**
 - a) If an order is cancelled after three days from the date of the order then the deposit paid will not be refunded to the Buyer.
 - b) Cancellations will not be accepted by the Seller if work has been commenced or completed.
13. **LIMITS ON SELLERS LIABILITY**
 - a) Save as expressly provided the Seller makes no warranties and there are no conditions of this agreement that the goods processed or articles supplied are:-
 - i. fit for their purpose
 - ii. fit for merchantable quality.
 - b) Where digital artwork is not supplied then it is wholly the Buyer's responsibility to ensure that the artwork is satisfactory before any garments or other articles are printed, embroidered or otherwise decorated. The Seller will give as much professional help in advising the Buyer to the suitability of the artwork but accepts no responsibility whatsoever for the appearance of the design once it has been printed, embroidered or otherwise transferred onto the garments or other articles.
 - c) **Washing Instructions**
All garments after being decorated should be hand washed in cool water below 40°C and then stretched back to shape and dried flat between two towels. The Seller accepts no responsibility whatsoever for any garments that are machine washed, tumble dried or dry cleaned. The Buyer shall take such steps to ensure that notice is given to the end user of any of the garments that the decorated area must not be directly in contact under any clothes iron and that such contact may damage the decorated area.
14. **COMPLAINTS**
Any complaints regarding goods delivered must be made in writing to the Seller within five days from the date of delivery and no responsibility or liability is accepted for complaints submitted other than in this manner or in excess of this period.
15. **PATENT TRADE MARK INFRINGEMENT**
 - a) The buyer shall indemnify the Seller against all damages penalties costs and expenses to which the Seller may become liable if any work done in accordance with the Buyer's specification involves an infringement of a registered design or patent trade mark or trade name protected in the United Kingdom or European Economic Community or elsewhere in the world.
 - b) The Buyer on his part warrants that any design or instructions furnished or given by him shall not be such as will cause the Seller to infringe any letters patent, registered designs, trade mark or trade name in the performance of the contract.
 - c) The Seller reserves the right to display any form of advertising products made to customers requests.
16. **LIABILITY**
The Seller shall not be liable for indirect or consequential loss, personal injury or damage to property or for any loss to the Buyer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery or otherwise however so arising or caused.
17. **SUBCONTRACTING**
The Seller reserves the right to subcontract the fulfillment of the order or any part thereof.
18. **TITLE**
 - a) Until such times as the goods have been fully paid for title to the goods will remain vested in the Seller. The Seller may without prior notice or liability and without prejudice to any other legal remedy repossess unpaid goods. The goods will from time of delivery be at the Buyer's risk.
 - b) The Seller reserves the right to dispose of any decorated goods that for any reason whatsoever are not delivered or collected by the Buyer.
19. **BUYERS PROPERTY AND PROPERTY SUPPLIED**
 - a) The Buyer's property and all property supplied to the Seller by or on behalf of the Buyer will be held at the Buyer's risk and the Buyer shall insure the same if he so wishes.
 - b) Every care will be taken secure the best results where materials or equipment are supplied by the Buyer but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of such materials or equipment.
 - c) Where the Buyer supplies materials adequate quantities shall be supplied to cover spoilage.
20. **DETERMINATION**
 - a) If the Buyer shall make default in or commit any breach of any of his obligations to the Seller or if any distress or execution shall be levied upon the Buyer his property or assets or if he (the Buyer) shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer shall be a limited company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any order then subsisting and upon written notice of such determination being posted by it to the Buyer's last known address any subsisting order shall be deemed to have been determined without prejudice to any claim or right the Seller might otherwise make or exercise.
 - b) Without prejudice to the foregoing in (a) hereof as to the determination of any order the Seller shall :-
 - i. have the right not to proceed further with the contract or any other work for the Buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him and...
 - ii. in respect of all unpaid debts due from the Buyer has a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.
21. **SUSPENSION OF DELIVERIES**
Should default be made by the Buyer in paying any sum due under any order as and when it becomes due the Seller shall have the right to suspend all further deliveries until the default be made good or to cancel the order so far as any goods remain to be delivered thereunder.
22. **PARTIAL COMPLETION**
In the case of partial completion of an order the Seller shall be entitled to a quantum meruit in respect of all work done by it without prejudice to its rights should non-completion be occasioned by the Buyer.
23. **FORCE MAJEURE**
In the event of war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military or usurped power the Seller shall be relieved pursuant hereto and no liability shall in any circumstances attach to the Seller beyond that provided by these conditions.
24. **TIME**
The time hereinbefore mentioned within which the buyer is to pay for the said goods shall be of the essence of this contract.
25. **INTEREST CHARGES**
Should default be made by the Buyer in paying any sum due under any order as and when it becomes due the Seller shall be entitled to charge interest on such sums at the rate of 2% per month compound or pro rata the number of days until payment.
26. **VARIATION**
Neither the buyer nor the Seller shall be bound by any variation waiver or addition to the conditions except as agreed by both parties in writing and signed on their behalf.
27. **PROPER LAW OF CONTRACT**
The laws of England shall be proper laws of the contract unless otherwise agreed in writing.