

STANDARD TERMS AND CONDITIONS

1. General

These Conditions of Sale ("the Conditions") supplied by Peter Drew Contracts Limited ("the Company") to a purchaser ("the Buyer") shall be incorporated into each contract ("the Contract") made by the Company for the sale of the Company's goods ("the Goods"). The Company contracts as aforesaid upon such terms as are agreed between the Company and the Buyer and upon the Terms of the Conditions alone.

No conditions or terms of the Buyer shall apply to this Contract. No variation of any of the Conditions shall be effective unless in writing and signed by a duly authorised representative of the Company.

2. Quotation and Acceptance of Orders

(a) Subject to Clause 5(b) any quotation by the Company remains open for acceptance for 30 days from the date on which the Company sends the quotation to the Buyer unless the quotation specifically refers to an alternative period during which the quotation shall remain valid. If no quotation is rendered the price set out in the Company's price list which is in force on the date the Goods are delivered shall apply, with any discounts granted by the Company.

(b) The Contract shall become binding only upon the confirmation of acceptance of any order by the Company in writing and accordingly all quotations or tenders made and price or product lists supplied by the Company shall be treated as invitations to treat only.

3. Packaging

Packaging for the Goods shall be at the discretion of the Company which has the right to pack the Goods in such manner and with such materials and in such quantities as in its absolute discretion thinks fit unless detailed packaging instructions are received from the Buyer prior to agreeing a price for the Goods.

4. Specifications

(a) If Goods are supplied in accordance with the Buyer's Specifications ("the Specifications") the Buyer shall be solely responsible for the Specifications and ensuring that they are accurate.

(b) The Buyer shall be responsible for supplying the specifications within a sufficient time to enable the Company to perform the contract in accordance with its terms.

(c) The specifications and designs of the Company which without prejudice to the generality of the foregoing shall include illustrations, drawings, weights and dimensions are, unless expressly stated otherwise, subject to modification or improvement and must be regarded as approximate representations only and are not binding in detail unless expressly stated to be so and such title and copyright in the specifications submitted by the Company shall remain vested in the Company.

(d) The Buyer agrees that it shall not disclose to any third party any of the information relating to the Company's specifications without the prior written consent of the Company or the party in whom title and copyright in the specification is vested.

5. Price

(a) All prices shall be as stated by the Company and shall be exclusive of Value Added Tax which the Buyer shall be additionally liable to pay the Company.

(b) All prices stated shall be subject to variation at the sole discretion of the Company at any time without prior notice and the Company shall notify the Buyer of any variation before delivery of the Goods.

(c) All prices quoted apply to Garments of Standard Size only.

(d) All Garments that conform to Outsize (see clause 20) will be subject to an extra charge. This extra charge is defined by the Company and shall be subject to variation at the sole discretion of the Company at any time without prior notice and the Company shall notify the Buyer of any variation before delivery of the Goods.

6. Payment

(a) Liability for payment for the Goods supplied shall arise on delivery. Invoices are payable thirty (30) days from the date of the invoice or as otherwise specifically agreed in writing by the Company. Payment shall be due and the Company shall be entitled to sue for the price whether or not property in the Goods has passed by virtue of Clause 10.

(b) Sums unpaid after the due date shall bear interest until the day payment is received at the rate of 5% per annum above the base rate from time to time of Barclays Bank plc accruing from day to day from the date of delivery until the date of payment in full.

(c) Without prejudice to any other rights or remedies of the Company any default of the Buyer in making payment on the due date shall entitle the Company to suspend deliveries under the Contract or any other contract so long as the default continues and to treat the Contract as repudiated by the Buyer and determined if the Buyer has not within seven (7) days of receiving written notice from the Company paid all sums due to the Company.

(d) If any sums remain due after the due date any guarantee submitted by the Company is automatically terminated.

(e) If the recovery of sums outstanding from the Buyer is passed to a Debt Collection Agency the Buyer shall pay the Company's costs in instructing the said Debt Collection Agency and all ancillary legal costs.

7. Delivery

(a) Delivery shall take place when the Goods are unloaded at or delivered to the Buyer's premises or other delivery location agreed between the Company and the Buyer accepts that if the Buyer collects or arranges collection of the Goods from the Company's premises, or nominates a carrier for the Goods delivery shall take place when the Goods are loaded on to the collection or carrier's vehicle.

(b) Any time specified by the Company as a time for delivery of the Goods shall not be of the essence. The Company will use its best endeavours to complete delivery on or before any delivery dates requested by the Buyer or estimated by the Company but will not be liable for any delay in delivery.

(c) The quantity of the Goods delivered under the Contract shall be recorded by the Company upon despatch from the Company's factory or warehouse and the Company's record shall be accepted by the Buyer as conclusive evidence of the quantity delivered.

(d) It is the Buyer's responsibility to notify the Company if the Goods have not been received by the Buyer within seven (7) days of the date of receipt of the Company's invoice therefore. If no notification is made the Buyer shall be deemed to have received the Goods.

(e) Where this Agreement provides for delivery of the Goods by installments each installment shall constitute a separate contract and any failure or defect in any one or more installments delivered shall not entitle the Buyer to repudiate the Agreement nor to cancel any subsequent installments.

(f) The Buyer shall accept immediate delivery or arrange to collect the Goods or arrange suitable storage, failing which the Company may either : -

(i) effect delivery by whatever means it thinks more appropriate; or

(ii) arrange storage at the Buyer's risk and expense pending delivery; or

(iii) re-sell or otherwise dispose of the Goods without prejudice to any other rights the Company may have against the Buyer for breach of contract or otherwise.

8. Examination and Claims

(a) The Buyer shall upon delivery examine the Goods and shall promptly (but in any event within seven (7) working days of delivery) notify in writing the Company and the carrier, where relevant, of any apparent damage defect or shortage.

(b) The Buyer shall comply with the carrier's rules regulations and requirements so as, when appropriate, to enable the Company to make a claim against the carrier in respect of any damage or loss in transit.

(c) Claims in respect of damage defects or shortage not apparent on examination under (a) must be notified in writing to the Company within twenty-one (21) days of the date of delivery.

(d) Notification under (a) and (c) above shall be first made by telephone (Telephone 08707 508070) or by facsimile (Fax 08707 508066) and then by notice in writing delivered by first class recorded delivery mail and addressed to the Company at the address on its letter heading. In default of such notification the Company shall, subject to any claim which the Buyer may have under the Guarantee and Warranty referred to in Clause 8, be deemed conclusively to have properly performed its obligations under the Contract.

9. Guarantee and Warranty

(a) The Goods are subject to the guarantee ("the Guarantee") if any, submitted by the Company which has been agreed as appropriate and fair.

(b) Save as referred to in (a) above the Company warrants only ("the Warranty") that the Goods are reasonably free from defects in design (other than a design submitted or specified by the Buyer) in material or workmanship at the date of delivery provided that the Buyer has given the Company written notice and satisfactory proof of any defect promptly upon discovery of such defect.

(c) The Company's obligations to the Buyer under the Warranty shall not apply : -

(i) to damage caused by the Buyer's or any third party's act, default or misuse of the Goods or by failure to follow any instructions supplied with the Goods;

(ii) if the Goods have been stored, handled or applied in such a way that damage is likely to occur;

(iii) if the Goods are altered, modified or repaired in any place other than the Company's factory or by persons not expressly nominated or approved in writing by the Company;

(iv) if the Buyer shall not have paid by the due date for payment for all Goods supplied whether under the Contract or under any other contract between the Company and the Buyer;

(v) in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.

(d) Subject to (c) above the Company shall at its sole option replace or refund the purchase price for the Goods found to be defective in design materials or workmanship

(e) Save for liability for death or personal injury arising from the Company's negligence (which if proved is not excluded) the Company's obligation to refund or replace as aforesaid shall constitute the full extent of the Company's liability in respect of any loss or damage sustained by the Buyer whether caused by any breach of the Contract or by misrepresentation or by the negligence of the Company its employees or agents or arising from any other cause whatsoever and the Company shall not be liable for any consequential, economic, direct or indirect loss suffered by the Buyer arising therefrom.

(f) The cost to the Company of and incidental to the return by the Buyer to the Company of any of the Goods delivered hereunder shall, except to the extent that the Company has accepted responsibility hereunder, be the responsibility of the Buyer who shall indemnify the Company against any such costs including, but without limitation to the generality of the foregoing, costs of transport and testing or any other cost or loss to the Company arising therefrom.

(g) Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(h) Notwithstanding sub-clause (f) above the Buyer shall, except where he is a person who suffers personal injury or death or loss or damage to property such as to give rise to a claim under the Consumer Protection Act 1987, indemnify the Company against all loss, damage, liability, legal fees and costs arising from any such claim made against the Company under the Consumer Protection Act 1987.

10. Property and Risk

(a) Risk shall pass to the Buyer on delivery and the Goods should be insured accordingly.

(b) (i) Property (both legal and beneficial) in the Goods shall remain in the Company until all sums owing to the Company whether under the Contract or any other contract at any time between the Company and the Buyer made prior to the date of the Contract or which may arise at any time before payment for the Goods is made under the Contract ("the Indebtedness") shall have been paid in full. Until such time, and subject to the provisions hereof, the Buyer shall hold the Goods as bailee for the Company and shall store the Goods in a separate and identifiable form as being the Goods of the Company

(ii) The Buyer until otherwise notified by the Company or on the happening of any of the events specified in (ix) ("the Events") may in the ordinary course of its business offer for sale and sell the Goods, or any new product created by the Goods being admixed or converted into new goods ("the New Products") at the best obtainable price as a principal vis a vis sub-buyers and not as the agent of the Company. Prior to any such sub-sale of the Goods or the New Products the Buyer shall first notify the Company of its intention to sell the Goods or the New Products.

(iii) The entire proceeds of such sub-sale of the Goods or the New Products shall belong legally and beneficially to the Company subject to the provisions hereinafter set out and unless the Company demands payment of such proceeds of sale to be made directly to it, the Buyer shall pay the entire proceeds of sale into a separate interest bearing bank account in the name of the Company or if the Company gives its prior written consent the Buyer shall be entitled to place and maintain the proceeds of sale otherwise than by depositing the same in a designated bank account and shall ensure that all such proceeds are kept by or on behalf of the Company in a separate identifiable form.

(iv) In particular, but without prejudice to the generality of the foregoing the Buyer shall not pay the proceeds of sale into any bank account which is overdrawn.

(v) Forthwith upon receipt of the proceeds of sale the Buyer shall be liable to pay on demand to the Company the whole of the proceeds of sale subject to the Company undertaking to repay or set-off any balance remaining after payment in full of the Indebtedness and shall not use or deal with the proceeds of sale in anyway whatsoever until the Indebtedness has been paid in full.

(vi) If so required by the Company, the Buyer shall upon receipt of written notice from the Company, assign to the Company the benefit of all contracts made with third parties in respect of sub-sales of the Goods or the New Products.

(vii) If the Goods are not readily identifiable and removable from the products and materials of the Buyer forming the New Products, the legal and beneficial ownership of the New Products and the property therein shall vest in the Company subject to the following provisions.

(viii) Upon any sale of the New Products by the Company, if the proceeds of sale exceed the price or the balance of the price or the value of the Goods owing to the Company by the Buyer, the Company shall apply the balance of the proceeds of sale as follows :

(a) First in reimbursing the Company all costs and expenses incurred in the taking of possession and sale of the New Products;

(b) Secondly, in paying any amount due and owing to other creditors of the Buyer in respect of other products or materials incorporated in the manufacture of the New Products but only where the ownership of such products or materials has been successfully reserved by such creditors and the claims of such creditors have been notified to the Buyer or the Liquidator, administrator or administrative receiver of the Buyer;

(c) Thirdly, in paying any balancing amount remaining in respect of products or materials provided by the Buyer which were incorporated into the New Products. (ix) The Events are : -

(A) the giving of any notice to the Buyer that a receiver, manager, administrative receiver, supervisor, nominee or administrator is to be or has been appointed over any of the property or assets of the Buyer or that a petition to wind up the Buyer is to be or has been presented or that an application for an administration order is to be or has been made or of any notice of a resolution to wind up the Buyer (save for the purposes of a bona fide reconstruction or amalgamation);

(B) a decision by the Buyer that the Buyer intends to make any arrangement or composition with its creditors generally;

(C) where the Buyer pursuant to Section 123 or 268 of the Insolvency Act 1986 appears to be unable to pay a debt or appears to have no reasonable prospect of being able to pay a debt;

(D) any distress or execution levied or threatened to be levied on any property or assets of the Buyer;

(E) the inability of the Buyer to pay its debts as they fall due.

(x) On Receipt of notification from the Company under (ii) or on the happening of any of the Events, the power of sale of the Buyer in respect of the Goods or the New Products shall cease and the Buyer shall immediately deliver the Goods and/or the New Products to such address as the Company shall specify in default of which, or in the alternative, the Company shall have the right to enter on any premises or land in the ownership control or possession of the Buyer who shall indemnify the Company on a full indemnity basis against all loss, damage, costs or expenses so arising including loss, damage, costs or expenses in respect of third party claims. For the avoidance of doubt the Buyer hereby unconditionally and irrevocably authorises the Company or its nominated agents or representatives to enter into or upon premises or land in the ownership possession or control of the Buyer for the purpose of the re-possession of the Goods or the New Products.

11. Breach by or Insolvency by the Buyer

If the Buyer shall not comply with any of its obligations to the Company or upon the occurrence of any of the Events referred to in Clause 10 (b), the Company shall have the right forthwith to terminate the Contract but without affecting any other claim, right or remedy of the Company against the Buyer.

12. Cancellation, Suspension and Termination

(a) If the Buyer shall purport to cancel the whole or any part of the Contract the Company may by notice in writing to the Buyer elect to treat the Contract as repudiated and the Buyer shall thereupon be liable to pay to the Company by way of liquidated damages a sum equal to all the expenses incurred by the Company in connection with the Contract including an appropriate amount in respect of administrative overheads, costs and losses of profit. The Company's reasonable estimate of the expenses incurred shall be final and binding on the parties.

(b) If for any cause whatsoever beyond its control the Company is unable to make any delivery on the applicable delivery date or perform any of its obligations under the Contract the Company may by notice in writing to the Buyer terminate the Contract or suspend the Contract without liability for any loss or damage thereby incurred by the Buyer.

13. Export Sales

(a) In respect of sales of the goods outside the United Kingdom ("Export Sales") the provisions of these Conditions shall apply unless inconsistent with the terms of this clause.

(b) Unless otherwise specifically agreed between the Company and the Buyer all Export Sales shall be made C.I.F. to the Buyer's premises and the Company's prices as set out in its Price List shall be increased to cover the Company's costs in making such deliveries.

(c) Unless otherwise agreed in writing payment shall be made by irrevocable letter of credit on presentation of the bills of lading.

(d) The Buyer warrants that if an Import Licence or permit is required for the importation of the Goods into the country of destination then such Import Licence or permit has been obtained or will be obtained prior to shipment.

14. Force Majeure

(a) In so far as the performance of the Contract by the Company may be affected by any strike, any lack of available shipping or transport or materials, any restriction regulation or decree by any local or municipal authority or government department or by any cause beyond the Company's reasonable control (which shall be construed without reference to the preceding causes) the Company may elect at its absolute discretion either : -

(i) to terminate the Contract; or

(ii) to proceed to perform or continue performance under the Contract within a reasonable time after the termination of such events or circumstances.

(b) In the event that the Company makes an election under Clause 14 (a) the Buyer shall accept the Goods or such part of them as are delivered to it notwithstanding any delay.

15. Severance

Should any one or more of these Conditions or any such provision thereof be found to be or become invalid illegal or unenforceable in any respect under any law the enforceability and validity of the remaining Conditions and sub-provisions of all individual conditions shall not in any way be affected or impaired thereby.

16. Waiver

No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any past or subsequent breaches of the same or any other provision.

17. No Agency

It is expressly agreed that the contractual and legal relationship between the Company and the Buyer is that of Seller and Buyer and no relationship of Principal and Agent is expressed implied or to be inferred. The Company may either directly or indirectly solicit and make sales of any of the Company's goods or products to anyone without being obligated or liable to the Buyer in any manner for or on account of any such solicitation or sale.

18. Right to Sub-Contract

The Company shall be entitled to sub-contract the whole or any part of the Contract without the Buyer's written consent.

19. Proper Law

The Contract is and shall be deemed to have been made in England and shall in all respect be governed by English Law and shall be subject to the jurisdiction of the English Courts.

20. Sizing

(a) Standard Size is defined by the Company and shall be subject to variation at the sole discretion of the Company at any time without prior notice and the Company shall notify the Buyer of any variation before delivery of the Goods. Standard Size is inclusive of the following sized garments

(i) Men's Wear : Trousers Waist 30" to 46"; Jacket Chest 36" to 50"; Shirt Collar 14.5" to 20"; Jumper & Anoraks S to XXXL, Caps 54 cm to 63cm

(ii) Ladies Wear : Trousers Size 10 to 24; Jacket Size 10 to 24; Shirt Size 10 to 24; Hat Size S to L; Jumper & Anoraks S to XXXL.

(b) Outsize is defined by the Company and shall be subject to variation at the sole discretion of the Company at any time without prior notice and the Company shall notify the Buyer of any variation before delivery of the Goods. Outsize is inclusive of the following sized garments

(i) Mens Wear : Trousers Waist 48" to 52"; Jacket Chest 52" & 54"; Shirt Collar 21" & 22" Jumper & Anoraks XXXXL

(ii) Ladies Wear : Trousers Size 26; Jacket Size 26; Shirt Size 26; Hat Size XL; Jumper & Anoraks XXXXL.

(c) Garments that do not conform to Standard Size or Outsize shall be priced by written quotation and subject to clause (2).