

## Portwest Limited

### Terms of Trading

- 1 Price**  
1.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.  
1.2 Our quotations lapse after 30 days (unless otherwise stated).  
1.3 The price quoted includes delivery (unless otherwise stated).  
1.4 Rates of tax and duties on the goods will be those applying at the time of delivery.  
1.5 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.  
1.6 We make a surcharge for small orders or where large size or tall fitting garments are ordered. These charges are detailed in our pricelist and where incurred will be charged at the rate applicable when the goods are delivered.  
1.7 Please state when ordering whether you are purchasing in singles, cartons, or 15 carton quantities.
- 2 Delivery**  
2.1 All delivery times quoted are estimates only.  
2.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract however if you cancel the contract you can have no further claim against us under that contract.  
2.3 We may deliver the goods in instalments. Each instalment is treated as a separate contract and payment(s) for each instalment shall be condition precedent to future deliveries. Failure of the buyer to pay any one or more of the instalments shall entitle the seller to treat such failure as a repudiation of the order by the buyer and it may repudiate such further performance and recover damages for breach of contract.  
2.4 We may decline to deliver if:  
2.4.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or  
2.4.2 the premises (or access to them) are unsuitable for our vehicle.  
2.5 An order placed by you, which is to be treated as a special order by us, will be produced in even quantities and subject to a minimum purchase of 50 garments. If an order is placed for an odd number we will automatically increase this to the next even number.  
2.6 There will be delivery surcharges for goods which are delivered using special delivery services. Rates will be advised to you from our sales team if required. Delivery to a UK based Freight Forwarder or Shipping Agent is included in the normal cost of the order. Carriage will be charged at cost for delivery direct overseas.  
2.7 We reserve the right to deliver in quantities of 3% more or less than the quantity ordered and charge you for the quantity actually delivered  
2.8 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
- 3 Risk**  
3.1 The goods are at your risk from the time of delivery.  
3.2 Delivery takes place either:  
3.2.1 when the goods are loaded at our premises (if you are collecting them or arranging carriage); or  
3.2.2 when the goods are unloaded at your premises or address specified by you (if we are arranging carriage).  
3.3 You must inspect the goods on delivery. If any goods are damaged, not delivered or not in accordance with your order, you must write to tell us within three days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods. If you fail to notify us in accordance with these requirements, you will not be entitled to reject the goods and will be deemed to have accepted the goods in accordance with the contract.
- 4 Payment terms**  
4.1 You are to pay us in cash or in cleared funds prior to delivery, unless you have an approved credit account.  
4.2 If you have an approved credit account, payment is due no later than 30 days following the end of the month in which the goods are delivered, unless otherwise agreed in writing.  
4.3 If you fail to pay us in full on the due date we may:  
4.3.1 suspend or cancel future deliveries;  
4.3.2 cancel any discount offered to you;  
4.3.3 Sales of Goods Act 1899 and Sales of Goods and Supply of Services Act 1980;  
a. calculated (on a daily basis) from the date of our invoice until payment;  
b. compounded on the first day of each month; and  
c. before and after any judgment (unless a court orders otherwise);  
4.3.4 claim fixed sum compensation from you under s.54 of that Act to cover our credit control overhead costs; and  
4.3.5 recover (under clause 4.7) the cost of taking legal action to make you pay.  
4.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.  
4.5 You do not have the right to set off any money you may claim from us against anything you may owe us.  
4.6 While you owe money to us, we have a lien on any of your property in our possession.  
4.7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms

- 10 Waiver and variations**  
10.1 Any waiver or variation of these terms is binding in honour only unless:  
10.1.1 made (or recorded) in writing;  
10.1.2 signed on behalf of each party; and  
10.1.3 expressly stating an intention to vary these terms.  
10.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
- 11 Force majeure**  
11.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability. Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.  
11.2
- 12 General**  
12.1 If you are more than one person, each of you has joint and several obligations under these terms.  
12.2 If any of these terms are unenforceable as drafted:  
12.2.1 it will not affect the enforceability of any other of these terms; and  
12.2.2 it will be treated as so amended.  
12.3 We may treat you as insolvent if:  
12.3.1 you are unable to pay your debts as they fall due; or  
12.3.2 you (or any item of your property) become the subject of:  
a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);  
b. any application or proposal for any formal insolvency procedure; or  
c. any application, procedure or proposal overseas with similar effect or purpose.  
12.4 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.  
12.5 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.  
12.6 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:  
12.6.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or  
12.6.2 which expressly state that you may rely on them when entering into the contract.  
12.7 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
- 13 Samples**  
Any samples requested will be invoiced to you on despatch and will be credited in full provided they are returned to us unused within thirty days of delivery otherwise the price, including any applicable post and packing and VAT becomes immediately payable.
- 14 Customer hereby represents and warrants that:**  
14.1 The Customer is not included on any list of restricted entities, persons or organisations published by any member state of the European Union, the United States of America, government, the United Nations or other applicable national governments (collectively, the "Sanctions Lists") and neither is it owned or controlled by a person or entity which is included on such Sanctions Lists.  
14.2 The receipt and/or the transportation and/or the delivery of the shipment to its intended destination and/or end users will not constitute a breach or violation by Portwest of any applicable laws and regulations including sanction/embargo/export control laws (including those of the European Union, the United States of America and the United Nations, where applicable) and will also not expose Portwest to any sanction or penalty imposed by any state, country, international governmental organization or other competent authority (collectively "Sanctions").