

Price Western Leather Co. Ltd

Terms & Conditions of Trading

1. The Seller means PRICE WESTERN LEATHER COMPANY LIMITED. The Buyer means the person, firm or company who purchases the Goods from the Seller. The Contract means any contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these conditions. The Goods means any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).
2. The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions that the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
3. Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
4. No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgment of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.
5. Any quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acknowledgment of order or (if earlier) delivers the Goods to the Buyer. Any quotation is valid for a period of 60 days only from its date, provided that the Seller has not previously withdrawn it unless otherwise stated in the quotation.
6. The quantity and description of the Goods shall be as set out in the Seller's quotation or acknowledgment of order. All figures, drawings, descriptive matter, samples, weights, dimensions, specifications, capacities, brochures, catalogues, price lists and advertising matter are published or issued for the sole purpose of giving an approximate idea of the Goods described therein and no information contained in any of them or in any other document whatever shall form part of the contractual description of the goods nor shall they form any part of the Contract nor shall any sale be a sale by sample. The Seller reserves the right to make without prior notice such reasonable modifications in specifications, descriptions, designs, materials or finish as it deems necessary or desirable. The Buyer shall not be entitled to object or reject the Goods or any of them by reason of such reasonable modifications.
7. Where Goods are made or supplied to the Buyer's specifications, pattern or design, the Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate and warrants and undertakes full responsibility for the suitability and fitness for the purpose of the Goods supplied in accordance with the specification, pattern or design. The Buyer further warrants and undertakes that such specification, pattern or design does not infringe any patent, trademark, registered design, copyright or any other proprietary right of any Third Party and the Buyer indemnifies the Seller in full for any loss, damage, or expense whatsoever (including legal and other costs) which the Seller may incur in or arising from the performance of the contract by reason of any such infringement as aforesaid.
8. The Buyer shall ensure that the Goods will be safe and without risk to health when properly used and in particular the Buyer shall ensure that the Goods are used in accordance with any instructions which the Seller may supply. If the Buyer fails to comply with the provisions of the clause the Seller shall be relieved of its liability (if any) to the Buyer, and the Buyer shall indemnify the Seller against all claims by Third Parties and all penalties to which the Seller may be liable to the extent that such liability would not have arisen but for such failure.
9. The Goods shall be delivered to the Buyer's place of business or to such other place of delivery as is agreed by the Seller in writing prior to delivery of the Goods. The Goods shall be offloaded at the Buyer's risk. The Buyer shall take delivery of the Goods within 30 days of the Seller giving notice that the Goods are ready for delivery. In the event that the Buyer collects the Goods, delivery shall take place at the Seller's place of business.
10. The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
11. The Seller reserves the right to choose the means of transport of Goods. The Seller will endeavour to expedite delivery if requested so to do by the Buyer but the Buyer shall reimburse the Seller for all additional costs the Seller incurs thereby. The Seller reserves the right to charge the Buyer carriage at its absolute discretion.
12. A surcharge of 15% may be added to all orders under £500 in value, where delivery is required within 5 working days from date of official order and the Goods requested are not normally ex-stock items.
13. Times or dates quoted by the Seller for completion or delivery are intended as an approximately estimate only. Every endeavour will be made to adhere to such times or dates but the Seller does not give any other undertaking in that regard. The Seller's failure to deliver by the due date or dates shall not constitute a breach of contract and the Seller shall not be liable for any direct or consequential loss resulting therefrom.
14. Unless otherwise agreed in writing by the Seller, all prices quoted are net and are exclusive of value added tax, customs duties and import levies and any similar duties or levies and any charges for carriage. All payments shall be made in Pounds Sterling.
15. The price of Goods shall be payable by the Buyer within 30 days from the date of invoice. Payment may not be delayed or refused for any alleged defects in the Goods which the Seller undertakes to correct under the paragraph [17] of these Conditions.
16. Interest shall be charged by the Seller at 2% per month from the date that such payment became due on all sums as well before as after Judgement and the Seller may, at their option, cease to proceed with any subsequent deliveries. The Buyer shall pay the price of the Goods without any deduction whether by way of set off, counterclaim or otherwise howsoever.
17. Goods correctly supplied may be returned only with the Seller's express and prior agreement and will be subject to a handling and administration charge of 20% of the value of Goods returned. Returns must take place within 45 days of the original despatch date. Returns will not be accepted for custom or non-stock items. Carriage for exchanged Goods will be charged – regardless of order value.

Price Western Leather Co. Ltd

Terms & Conditions of Trading (continued)

18. The Seller will, at its own cost and expense, repair and/or replace at its discretion the whole or any part of the Goods which are defective in quality or fail to comply with any specification set out in writing subject however to the following conditions: -
 - i. In the event of any matter giving rise to complaint which would be apparent to the Buyer on reasonable inspection the Buyer giving notice thereof to the Seller within three working days of the receipt of the goods by the Buyer.
 - ii. In respect of a complaint relating to a matter not apparent on reasonable inspection the Buyer giving notice thereof to the Seller within seven working days of the defect complained of coming to the attention of the Buyer and/or its employees or agents but in any event notice of complaint must be given to the Seller by the Buyer within three months of receipt of the Goods by the Buyer.
 - iii. In all cases the Seller being given a reasonable opportunity following notice of complaint of examining the Goods. The Seller being satisfied that the defect in the Goods was due to defective workmanship or use of defective materials and without prejudice to the foregoing, the Seller shall be under no liability for defects due to wear and tear, neglect or use of the Goods for any purposes other than those for which they are designed.
 - iv. The defective Goods not having been sold, let, hired or otherwise disposed of by the Buyer to a second or subsequent user or purchaser.
 - v. The defective Goods upon the request of the Seller immediately being returned carriage paid to the Seller's premises.
 - vi. The Seller shall not be liable for the cost of removing defective Goods and the goods shall remain at the risk of the Buyer at all times.
 - vii. The defective Goods not having been altered or repaired by any persons other than the Seller, its employees or agents.
 - viii. The Buyer properly having maintained the Goods and only used spare parts or replacements manufactured or provided by the Seller.
19. The Goods are at the risk of the Buyer from the time of delivery and where delivery is made to the Buyer's place of business or such other place of delivery nominated by the Buyer the offloading of Goods shall be at the Buyer's risk. Where delivery takes place at the Seller's place of business the loading of Goods shall be at the Buyer's risk.
20. Ownership of all Goods does not pass to the Buyer until complete payment has been received by the Seller.
21. Until ownership of the Goods has passed to the Buyer, the Buyer shall:
 - a) hold the Goods on a fiduciary basis as the Company's bailee;
 - b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
 - c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - d) maintain the Goods in a satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.
22. The Buyer's right to possession of the Goods shall terminate immediately if:
 - a) the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - c) the Buyer encumbers or in any way charges any of the Goods.
23. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
24. The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
25. On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in conditions [18 to 24] shall remain in effect.
26. The quantity of any consignment of Goods as recorded by the Seller on a delivery note shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. Non-delivery, damage and shortages must be reported in writing within 14 days of the date of the invoice otherwise no claims can be entertained.
27. The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence), damage or shortages unless the Buyer gives written notice to the Seller of the non-delivery, damage or shortage within 14 days of the date when the Goods would in the ordinary course of events have been received or in the case of damaged Goods the date on which the Goods were delivered.
28. Any liability of the Seller for non-delivery, damage or shortages shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

Price Western Leather Co. Ltd

Terms & Conditions of Trading (continued)

29. LIMITATION OF LIABILITY

29.1 Subject to condition 7, condition 13 and condition 27, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- i. any breach of these conditions;
- ii. any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- iii. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

29.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

29.3 Nothing in these conditions excludes or limits the liability of the Seller:

- (a) for death or personal injury caused by the Seller's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter that it would be illegal for the Seller to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

29.4 Subject to conditions 29.3:

- (a) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (b) the Company shall not be liable to the Buyer for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) that arise out of or in connection with the Contract.

30. The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

31. The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of [90] days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

32. Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

33. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

34. Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

35. Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

36. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

37. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

38. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by prepaid first class post sent by email or sent by fax:

- (a) (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller if by fax to fax number 01643 702127 or if by email to info@pwluk.com; or
- (b) (in the case of communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document that forms part of the Contract or such other address as shall be notified to the Seller by the Buyer or if by fax or email to such fax number or email address as shall be notified to the Seller by the Buyer.

39. Communications shall be deemed to have been received:

- (a) if sent by prepaid first class post, two days (excluding Saturdays, Sunday and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax on a working day prior to 4.00 p.m., at the time of transmission and otherwise on the next working day.

40. Communications addressed to the Seller shall be marked for the attention of the Managing Director.