



Terms and Conditions

In these terms and conditions the following expressions shall have the following meanings:-

[a] "Buyer" means the person who accepts a quotation of the seller for the sale of the goods or whose order for the goods is accepted by the seller;

[b] "Goods" means the goods which the buyer agrees to buy and which the seller is to supply in accordance with these terms and conditions;

[c] "Seller" means Global Single Source Ltd, (registered in England and Wales, Registration Number 4811611);

[d] "Conditions" means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the buyer and the seller;

[e] "Contract" means the contract for the purchase and sale of the goods.

Any terms and conditions contained in the buyer's order or other documents or correspondence which are at variance with these terms and conditions and which are not expressly accepted in writing by the seller shall be overridden by these terms and conditions.

The seller does not accept liability for any representations as to the goods or any advice or recommendations as to the storage application or use of the goods made by the seller's employees unless confirmed in writing by an authorised employee of the seller.

The seller reserves the right to amend any accidental error or omission on quotations, order acknowledgements and invoices without any liability on the part of the seller.

The seller shall sell and the buyer shall purchase the goods in accordance with any written quotation of the seller which is accepted by the buyer.

No variation to these terms and conditions shall be permitted unless agreed in writing between the authorised personnel of the buyer and the seller.

The buyer shall be responsible to the seller for ensuring the accuracy of the terms of any order submitted by the buyer.

The quantity, quality and description of and any specification for the goods shall be those set out in the seller's quotation or the Buyer's order.

The buyer must check the specification for any goods at the time of order.

The colour reproductions of any garments clothing or other items in the seller's printed and other publications are only accurate so far as printing or electronic processes allow and are therefore only indicators as to colours and shades.

The seller reserves the right from time to time to make any changes in the specification of the goods which are required to comply with any applicable safety or statutory or E.U. requirements as required.

Carriage will be charged at the rate advised from time to time by the seller as required.

Goods may not be returned by the buyer without prior agreement with the seller, the seller reserves the right to reject the goods at the buyers expense or to implement a handling charge for the goods.

The price is exclusive of any applicable value added tax.

The Buyer shall pay the price of the goods unless otherwise agreed in writing by the seller at the time of order. Payment terms are 30 days end of month.

If the buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the seller, the seller shall be entitled to:-either

Cancel the contract or suspend any further deliveries to the buyer; or

Delivery of the goods shall take place and risk of loss or damage to the goods shall pass to the buyer on the seller handing the goods to the buyer or its agent at the seller's premises or the goods leaving the seller's premises whichever is the earlier.

The seller shall not be liable for the non-arrival of the goods at the buyer's premises unless the buyer notifies the seller of non-delivery within either 3 days after despatch of notice of posting or 14 days after despatch of notice of carriage.

Time for delivery shall not be of the essence unless previously agreed by the seller in writing.

The buyer shall be deemed to have accepted the goods 14 days after receipt of the goods. After acceptance the buyer shall not be entitled to reject goods which are not in accordance with the contract.

The buyer shall examine the goods immediately upon receipt of the goods. The seller will not be liable for any loss, shortage or damage unless the buyer advises the seller within 3 days of receipt of the goods of any alleged defect.

The seller shall not be responsible for the failure of the buyer to follow the instructions of the manufacturer or the seller.

Notwithstanding delivery and the passing of risk in the goods, or any other provision of these terms and conditions, the property in the goods shall not pass to the buyer until the seller has received in cash or cleared funds payment in full of the price plus VAT of the goods.

Until such time as the property in the goods passes to the buyer, the seller shall be entitled at any time to request the buyer to deliver up the goods to the seller and, if the buyer fails to do so forthwith, to enter upon any premises of the buyer or any third party where the goods are stored and repossess the goods.

The seller shall not be liable to the buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the seller's obligations in

relation to the goods, if the delay or failure was due to any cause beyond the seller's reasonable control.

Subject to terms and condition and notwithstanding anything contained in this document, the seller's liability to the buyer in respect of any order, in contract,(including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of the goods specified in the order provided that in no circumstances shall the seller be liable for any special, indirect or consequential damage of any nature whatsoever.

Subject as expressly provided in these terms and conditions, and except where the goods are sold to a person dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Where the goods are sold under a consumer transaction the statutory rights of the buyer are not affected by these terms and conditions.

Nothing in these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the seller for death or personal injury caused by reason of the negligence of the seller or of its personnel, employees or representatives.

The buyer may not withhold payment of any invoice or other amount due to the seller by reason of any right of set-off or counterclaim which the buyer may have or allege to have for any reason whatever.

The contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

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