



## TOYE KENNING & SPENCER MANUFACTURING

### TERMS & CONDITIONS OF SALE

1. "The Supplier" shall mean Toye, Kenning and Spencer Manufacturing Limited or as specified in the accompanying document.
2. "The Customer" shall mean any person or company who receives a quotation, sends an order, or buys any goods from the Supplier and includes any agent of such a person.
3. No waiver of or amendment to any of these conditions or the terms of the order will be binding on us unless confirmed by us in writing notwithstanding any conditions of purchase stipulated by the Customer.
4. We give no guarantees or warranties, whether statutory, express or implied, in respect of the suitability or otherwise of the goods for any particular purpose and the Customer shall be deemed to have relied solely upon his own judgement and expertise.
5. We do not accept liability for any goods which have been subjected to any further process of manufacture or assembly after they have left our hands.
6. Terms are strictly net except for those items or in those cases where discounts may have been specifically stated.
7. Except where "cash with order" or "cash on delivery" or other terms are specially stated, payment is due immediately after receipt of the goods. Where credit facilities have been granted payment is due according to the terms of such facility. New credit account customers will be required to furnish two trade references and a banker's reference.
8. When goods have to be specifically manufactured and / or larger quantities are involved the Customer must accept as completion any variation in quantity up to 10% over or below the quantity ordered.
9. We shall not be responsible for loss arising from non-availability of materials or delay or failure to deliver arising from an Act of God, War, Civil Disturbance, Riot, Industrial Action or Dispute, Natural Calamity or other causes beyond our control.
10. Only prices quoted on our official quotation form signed by a director or authorised official are valid. This quotation is valid for 30 days unless otherwise stated. We reserve the right to vary its terms after that period to meet any changes of any nature which may have occurred subsequent to the date of the quotation.



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11. Unless otherwise stated the costs of packing, insurance and delivery will be charged extra to the goods.

12. When goods are manufactured for the first time, part cost of any new dies and / or tools patterns, jigs or jacquard cards will be charged to the customer in the absence of any special arrangement. Such dies and / or tools patterns, jigs or jacquard cards may not be removed from our control and shall remain the property of the Company.

13. When Customers own dies and / or tools are used we shall exercise every precaution to insure they are maintained in good condition, but we cannot be held responsible for any loss or damage to such dies and / or tools whilst in our hands.

14. We reserve the right to charge for any drawings and / or designs we produce in the event of either no order resulting and / or such drawings and / or designs not being returned to us on demand.

15. All branded goods are offered subject to availability of supply at the time an order is placed with us.

16. Failure to pay for any goods on the due date shall give us the right to withhold further deliveries until such payment has been made or at our option to cancel the balance of the order.

17. If a customer fails to make any payment by the due date, we reserve the right to charge a finance charge on the overdue amount at the rate of 2% per calendar month, or part thereof, on the unpaid amount.

18. We shall not be bound in any way by any agreement or settlement between the Customer and a third party unless we have previously agreed in writing to be a party to such agreement or settlement.

19. All prices quoted are subject to adjustment or variations in rates of exchange between the date of acceptance of the order and the dates of delivery and / or invoicing in consequence of any changes of Value Added Tax, Import Duties or other levies, taxes or imposts. Such adjustments do not give the Customer the right to cancel the order.

20. This acknowledgement is presented and accepted on the express conditions that the customer:

- Warrants to the Supplier that he is entitled to all industrial property rights, including rights under patents, copyright trademark or design in the products and is licensed to authorise the making of the articles and goods the subject of this estimate.



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- Indemnifies the Supplier against any action for infringement of patent, trademark, design or copyright by third parties.
- Undertakes to the Supplier to ensure that specific authorisation to manufacture shall be signed by the Customer referring to these conditions of supply.

21. We do not accept any claims for incorrect fulfilment of the order or the Customer's instructions in any particular, unless such claims are made within seven days of the delivery of the goods. We must be notified within ten days of receipt of the relevant invoice in the event of non-arrival of the goods in accordance with conditions laid down by common Carriers.

22. Title to the goods will pass to the Customer on payment only of the full purchase price, whether under the same or any other invoice rendered by the Supplier. In the case of the Supplier allowing the Customer a credit facility title to the goods will pass to the Customer only on payment of the final instalment of the purchase price, whether under the same or any other invoice rendered by the Supplier. Pending payment in full as aforesaid the Customer shall separately store the goods and any other goods supplied by the Supplier in such a way that they can be readily identified as the Supplier's property. The Customer shall have authority in its own name but on behalf of the Supplier to sell any such goods and shall forthwith account to the Supplier in respect of the proceeds of sale, which shall belong to the Supplier. The said authority may be terminated by notice in writing from the Supplier in the event of any failure to make, or delay in making payment in accordance with the terms of this or any other contract between the Supplier and the Customer and shall forthwith determine without notice upon the presentation of any petition, or the passing of any resolution for the winding up of the Customer or upon the Customer making any composition with creditors or committing any act of bankruptcy or having any receiver or manager appointed over all or any of its assets and / or undertaking. Upon termination of the authority, as aforesaid, the Supplier shall be entitled, using only such force as may be necessary, to enter upon any premises of the Customer for the purpose of removing the goods and any other goods supplied by the Supplier.

23. Notwithstanding the terms of clause 10 above we reserve the right to adjust the prices offered in the event of a change in the replacement cost of precious metals or other components between the date of the quotation and our written acceptance of the order. In the event of the adjusted price not being acceptable to the Customer he shall not be bound to purchase.

24. In the event that any die tool pattern jig or jacquard card used in connection with the manufacture of any goods the subject of an order requires to be replaced the cost to the Company of manufacturing such goods will be substantially increased and accordingly



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where such replacement is required the Company reserves the right to cancel in writing any order which it has accepted and thus be released from any liability in respect of such order unless the Company is able to agree with the Customer an extra charge in respect of such order.

25. The Company reserves the right to mark all its products goods and other manufactures and the containers or packages thereof as appropriate with the full name or any amendment thereof of the Company (or of any associated Company) and / or any trademark or other symbol representing the quality of the product save that on request from the buyer the right at the absolute discretion of the Company may be waived.

26. No Customer or any other third party whether directly or indirectly connected may refer to or use in any way whatsoever the name of Toye, Kenning & Spencer (or of any associated company) or of our holding of the Royal Warrant without the written permission of our Chairman or of our Company Secretary at our Registered Office.

27. The terms and conditions hereof shall be governed by and construed in accordance with the laws of England and any dispute shall be subject to the non-exclusive jurisdiction of the English Courts.