

Terms of Business

CLSX Supply Terms - Issue date Tuesday 28 September, 2004

DEFINITIONS

1. (a) "these Conditions" means the supply terms set out below. "Contract" means any contract between us, Milords International Limited ("we", "us", "our") t/a CLSX, r/o Hamilton House, Mountain Road, Hamilton Business Park, Leicester, LE4 9HQ (VAT Number GB620140308) and you for the sale of goods by us to you, which contract shall comprise only these terms and conditions together with any terms specifically agreed in writing between you and us or stated on this Website or contained in our Acknowledgement of e-mail to you. "Goods" means any goods purchased by you from us. "International Supply Contract" means such a contract as is described in section 26(3) of the Unfair Contract Terms Act 1977. "Personal Information" means any personal data (as defined by the Data Protection Act 1998) provided by you to us. (b) The headings in these Conditions are for convenience only and shall not affect their interpretation. (c) References to clauses are to clauses of these Conditions, unless stated otherwise.

CONTRACT PROCEDURE

2. (a) Sales will only be made to businesses. If you are an individual not acting in the course of a business do not place an order with us. (b) No order will be binding on us unless and until we send an e-mail to you accepting the order ("Acknowledgement of Email"). Please see [insert details and link to where the ordering process is explained]. (c) We do not recognise or accept any terms and conditions of contract supplied by you. You acknowledge that the Contract is not entered into in reliance on any representations, other than those expressly included in our Acknowledgement of Email. The Contract shall be subject to these Conditions; any amendment to them will only bind us if in writing and signed by one of our directors. (d) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other document or information issued by us or on this Website shall be subject to correction by us without any liability on our part.

PRICES

3. (a) The Contract price of the Goods shall be the price set out on this Website at the time you submit your order. However, if there is an error in such price we reserve the right to correct it and notify you of the correct price at any time prior to despatch of the Goods. You will then have an opportunity to purchase the Goods at the correct price and remit the correct price to us, or cancel your order. (b) Please see Delivery Charges [Delivery Charges](#) for our delivery charges. (c) Prices apply only to the quantities specified on this Website. (d) Prices quoted for goods and services are quoted exclusive of VAT and in addition to the Contract price you agree to pay VAT and any other relevant taxes at the prevailing rate where applicable.

PAYMENT

4. (a) Please see Payment Details. [Payment Details](#) Your order will not be despatched until we receive full payment from you in cleared funds. If payment is not made online you must despatch your cheque to us immediately you place your order. (b) Without prejudice to our other rights and remedies, if you are overdue with any payment owed to us, we reserve the right to charge you interest on the unpaid amount at the rate of 5% per annum over the base rate from time to time of HSBC Bank plc, or at the rate specified under or pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (whichever is the higher) until payment is made in full.

DELIVERY

5. (a) If you fail to take delivery of the Goods or fail to give us adequate delivery instructions then, without prejudice to any other right or remedy available to us, we may: (i) store the Goods until actual delivery and charge you for the reasonable costs (including but not limited to insurance) of storage and abortive delivery costs and associated costs; and/or (ii) sell the Goods at the best price reasonably obtainable and (after deducting all reasonable storage and selling and other expenses we have incurred) account to you for the excess over the price under the Contract after deducting our costs and expenses, or charge you for any shortfall below the price under the Contract. (b) All despatch, delivery and completion dates quoted by us or included in the Contract are given in good faith but are estimates only. Time for delivery shall not be of the essence of the Contract and we shall have no liability for late delivery. We shall also be entitled to defer delivery until any monies due from you have been received. (d) Goods may only be returned for credit if we have given prior consent and the original Advice note number and/or sales invoice number must be quoted. (e) If the Contract is an International Supply Contract it shall be deemed to incorporate the latest edition of Incoterms current at the date of the Contract but in the event of any inconsistency between Incoterms and any express term of the Contract the latter shall prevail. We shall be under no obligation to give you the notice specified in section 32(3) of the Sale of Goods Act 1979. (f) If we deliver a quantity of Goods up to ten per cent more or less than the quantity stated in the Contract you shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and the Contract price shall be adjusted on a pro rata basis to take account of such surplus or shortfall.

PROPERTY AND RISK

6. (a) Unless the Contract is an International Supply Contract risk in the Goods and responsibility for the Goods will pass to you on delivery. Delivery shall be deemed to be completed when the first attempt to deliver has been made (whether or not delivery actually occurs).

LIMITATION OF LIABILITY

7. (a) We will have no liability for damage in transit, shortage of delivery, non-delivery or loss of Goods unless you have given to us written notice of such damage, shortage or loss with reasonable particulars thereof within 2 days of receipt of the Goods or (in the case of total loss or non-delivery) of receipt of the invoice or other notification of despatch. Our liability, if any, shall be limited to replacing such Goods and it shall be a condition precedent to any such liability that you shall if so requested provide authority for our servants or agents to inspect any damaged Goods within 14 days of such request. (b) (i) Save as otherwise provided in these Conditions our liability in respect of any defect in Goods supplied or work done is limited to replacing or (in our discretion) paying for the replacement of Goods which, in the case of defects apparent upon inspection within 7 days of delivery and, in the case of defects not so apparent within 90 days of delivery to you, by reason of faulty or incorrect design workmanship parts or materials are found to be defective. (ii) In the event of any error in any weight, dimension, colour or other description which has formed a representation or is part of the Contract our liability in respect of any loss or damage sustained by you as a result of such error shall not exceed the price of the Goods in respect of which the description is incorrect. (iii) Conditions precedent to our liability hereunder shall be that as soon as reasonably practicable you shall have given to us reasonable notice of the defect or error and shall have provided authority for our servants or agents to inspect the Goods or (at our option) returned the Goods to us at our expense. (iv) We shall have no other or further liability in respect of any direct or indirect or consequential loss, costs, damage or expense sustained by you arising from or in connection with any such defect or error as aforesaid. (c) Where we agree to repair or replace Goods in accordance with the foregoing provisions of this clause or otherwise any time specified for delivery under the Contract shall be extended for such period as we may reasonably require. (d) Subject to clause 7(i), in the event of any negligence by us or our employees or

agents in or in connection with the supply of the Goods or the design or manufacture thereof we shall have no liability to you save as expressly set out in clause 7(b). (e) We shall have no liability to you under these Conditions or under any Contract: (i) where payment has not been made by you by the due date; or (ii) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the manufacturer's instructions, misuse or alteration or unauthorised repair of the Goods. (f) We shall in no circumstances be liable for any loss of profits or loss of contracts you may suffer. (g) We shall in no circumstances be liable for any indirect or consequential losses (including but not limited to damage to reputation) you may suffer. (h) These Conditions state our full liability (whether in contract or in tort (including but not limited to negligence) or otherwise) to you under or arising out of any Contract. All Goods are supplied with the benefit of the term implied by section 12 of The Sale of Goods Act 1979. Subject to this, we hereby expressly exclude from all Contracts any other conditions and warranties, express or implied as to the quality, description or fitness for any particular purpose of the Goods or any part thereof, and all other terms, conditions or duty at common law, under any legislation or regulations or otherwise for any damage, costs, expenses, losses or other claims suffered or incurred by you arising out of or in connection with the supply of or failure to supply the Goods or their use or resale, except as expressly provided in these Conditions. (i) Nothing in these Conditions limits or excludes, or is intended to limit or exclude our liability for death or personal injury caused by our negligence, nor for fraudulent misrepresentation. (j) We shall not be liable for any failure to perform our obligations under any Contract to the extent that such performance is prevented or hindered by acts of God, failure of suppliers, war, riot, sabotage, explosions, strikes, lockouts, shortages of labour, materials or fuel, fire, storm, flood or any circumstances which are outside our control.

CANCELLATION AND TERMINATION

8. (a) No cancellation, suspension or variation of the Contract by you will be valid unless agreed by us in writing and such agreement will only be given on terms which compensate us in respect of any losses, costs and expenses arising as a result of such cancellation. (b) If there shall be an Event as defined in clause 8(c) below we may, within a reasonable time after the Event defer or cancel any further deliveries, or services, stop any Goods in transit and/or treat the Contract (and any other order or arrangement received by or with us from you) as determined but without prejudice to its rights to the full purchase price for Goods delivered and damages for any loss, cost, expense, liability or claim suffered by us in consequence of such determination. (c) An Event shall be any of the following: (i) your failure to make any payment when it becomes due; (ii) your breach of contract; (iii) if you become bankrupt or insolvent or have a petition presented in respect of a winding up order in respect of you or have an order made for the appointment of an administrator to manage your affairs, business and property or documents are filed with a court of competent jurisdiction for the appointment of an administrator of you or notice of intention to appoint an administrator is given by you or any of your directors or a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) levied upon your assets or under the national law of your own country suffers the equivalent of any of them, or you take any step with a view to entering into a voluntary arrangement with your creditors (within the meaning of the Insolvency Act 1986); or (iv) if you cease or threaten to cease to trade, or if we reasonably doubt your solvency.

DATA PROTECTION

9. (a) Where you provide us with Personal Data, you understand that the Personal Data will be processed for the purposes of carrying out the processing and delivery of any orders for Goods and/or for carrying out credit checks prior to opening credit accounts. You agree and accept that where we process Personal Data for such purposes, we may consult with and disclose such Personal Data to credit reference agencies, banks, credit insurers and other responsible organisations outside our business and that such third parties may

process the Personal Data and may retain it with any credit check carried out against you in order to carrying out future credit checks whether requested by us or by an unconnected third party. You confirm that you have obtained all necessary consents to enable us to process personal dates in this way. Please also see our Privacy Policy for how we use Personal Data.

INTELLECTUAL PROPERTY RIGHTS

10. (a) As between us and you all intellectual property rights in the Goods are vested in, remain in and belong to us. You shall not acquire any title, right or interest in such intellectual property rights. Upon receipt of a written request from us to you, you agree to execute any document that we deem necessary to give effect to this clause. (b) In the event of any claim that the Goods breach, infringe or make unauthorised use of any third party rights ("a Claim") we will reimburse to you any damages awarded against you in respect of such Claim by any court of competent jurisdiction, and you agree that (i) you will promptly notify us of the Claim; (ii) you will permit us to have control of any negotiations and/or proceedings connected with the Claim if we so wish. (c) The provisions of clause 10 (b) set out the limit of our liability under or arising out of any Claim.

GENERAL

11(a) Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time be notified pursuant to this provision to the party giving the notice. (b) No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision. (c) If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected. (d) We shall be entitled to sub-contract, assign or transfer all or any of its rights and/or obligations under the Contract to any person, firm or company. You shall not be entitled to assign all or any of its rights and/or obligations under the Contract without our prior written consent. (e) No person who is not a party to a Contract shall be entitled to take the benefit of it unless he is our permitted assignee. (f) The Contract shall be governed by and interpreted in accordance with English Law and the parties agree to submit to the jurisdiction of the English Courts.