

Condition of sales

1. Definitions and Interpretations

In these terms and conditions:

Seller : - Means Fortune Eximports Limited (company number 04540174), whose registered office is at No. 5 Shuttleworth Road, Elms Farm Industrial Estate, Bedford MK41 0EP. United Kingdom.

Order Acknowledgement : - Means the Seller's Order Acknowledgement

Goods: - Means the goods which are the subject of the Order Acknowledgement

Buyer : - Means the buyer of the Goods

Force Majeure:- Means any of them following force majeure events:

(a) Compliance with any order, regulation, request or control of any national or local authority, government department or other competent authority of any country;

(b) Strikes, lock-outs or trade disputes whether involving the seller's employees or otherwise, fire, explosion, accident, breakdown of plant or machinery, calamity or civil disturbance, action of the elements, national calamity, war, riot or act of God; or

(c) Adverse weather conditions, extraordinary environmental conditions or disasters, flood, road closures, unavoidable transport delays, migrant or refugee activity causing delays or stoppages.

2. The Agreement

These terms and conditions and the Order Acknowledgement apply to the contract between the Buyer and the Seller and shall prevail over the Buyer's terms. The Seller intends that these terms and conditions shall be legally binding and shall govern the contract between the parties to the exclusion of all other terms and conditions. If the Buyer does not intend to be bound by these terms and conditions the Buyer must not place any order with the Seller.

No variation to the terms and conditions shall be binding on the Seller unless agreed in

writing by an authorised by the Seller.

3. Offers, Supply, Quality, Right of inspection and Basis of Sale

3.1 The Seller's price lists and any quotation given by the Seller shall not constitute a binding offer unless the quotation specifies in writing that it remains open for acceptance for a specified period.

3.2 Any quotation (including any quotation which specifies that it is open for acceptance for a specified period) may be withdrawn by the Seller at any time prior to the Seller's acceptance of the Buyer's order.

3.3 The seller is not bound by any offer or quotation until the Seller accepts the Buyer's order and has communicated the Order Acknowledgement to the Buyer.

3.4 The price for the Seller's goods shall be the price specified in the Order Acknowledgement.

3.5 If a Buyer purchases goods by weight or volume the quantity of the goods and the invoiced price for such goods shall be determined once the goods have been loaded for dispatch.

3.6 The Seller reserves to vary the price of the goods by giving written notice to the Buyer at any time before the goods have been delivered if the costs of the goods materially increases after the Order Acknowledgement has been sent to the Buyer due to increases in carriage charges or the increase of any tax, duty or other levy and variation in exchange rates.

3.7 As the goods comprise used clothing and second hand recycled items the Seller cannot guarantee;

3.7.1 that goods supplied shall match samples;

3.7.2 that the goods shall be from any particular country of origin;

3.7.3 that any consignment will consist of any particular mix of fibres, fabric, garment or item type;

3.7.4 that the goods will not be soiled or damaged;

3.7.5 that goods shall be packed in accordance with the instructions or specifications of the Buyer (even where the Buyer supplies its own packaging) or

3.7.6 that the goods will comprise any particular brand or fashion

3.8 If the Buyer requires that goods are packed in non- standard packaging (the Seller's standard packaging consists of 45 kilo and 55 kilo volumes which may be in

pieces and 400 kilo wrapped in polypropylene) the Buyer must supply its own wrapping and/or packaging to the Seller prior to the dispatch of the goods.

3.9 The Buyer may by prior arrangement with the Seller inspect the goods prior to delivery.

3.10 The Seller shall not, under any circumstances, accept any return of goods which have been sorted, made or graded in accordance with the Buyer's specifications or request.

3.11 Before placing any purchase order for goods the Buyer must satisfy itself that the quality, sorting and grading of the goods offered by the Seller is satisfactory to the Buyer. If the Buyer places any order with the Seller the Buyer is deemed to accept that the quality, sorting and grading of the goods is acceptable to the Buyer.

3.12 All goods are sold as seen and may contain faults and imperfections and the Seller does not give any warranty or guarantee that the goods will be match any description, of satisfactory quality or be fit for any particular purpose and any such implied warranties are wholly excluded.

4. Insurance

It is the Buyer's responsibility to insure the goods once the goods have been loaded and ready for shipping from the Seller's premises.

5. Import Duties and Licenses

5.1 The Buyer is responsible for and shall pay any and all customs duties excise duties, import duties, taxes, tariffs, governmental licenses or consent and any surcharges of any nature which may be applicable in connection with each consignment of the goods.

5.2 Unless otherwise stated in the Order Acknowledgement the Buyer is responsible for and shall pay any and all applicable freight charges which are incurred for the shipment of the goods to the final destination.

5.3 Failure of the Buyer to pay for any costs, duties or other such expenses associated with the delivery of the goods shall not entitle the Buyer to withhold, delay or condition payment of the price.

6. Payment Terms

6.1 The Buyer shall pay the invoiced price for the goods in full, without counterclaim, set off or any other such deduction on or before the date specified on the invoice.

6.2 Unless otherwise agreed in writing, if the goods are exported the Buyer shall pay for the goods before dispatch in accordance with the terms set out in the export invoice.

6.3 The Seller shall be entitled to raise a finance charge of 5% of the total invoice value of the goods where goods are dispatched before payment in full has been received. The Buyer shall be liable to pay in full the balance of the invoice including any finance charges on or before the date specified on the invoice.

6.4 In addition to any finance charges raised by the Seller in accordance with clause 6.3, the Seller shall be entitled to charge interest at the rate of 2% per month (or part thereof) of the total invoice value on any overdue sums which have not been paid in full on the date specified on the invoice. Interest shall be applied both before and after judgement and the right to apply interest on overdue sums shall be without prejudice to any other right the Seller may have to recover unpaid sums.

6.5 The Seller reserves the right to suspend delivery, cancel any credit terms or demand payment in advance on any order if the Seller believes that the Buyer is not creditworthy or if the Seller considers that the financial circumstance of the Buyer justifies such action.

7. Local Deliveries & International Shipment

7.1 The Buyer shall ensure that the Buyer's transporter, freight forwarders and shipping company is made aware of the Seller's shipment conditions set out below.

7.2 Unless and otherwise expressly provided in the Order Acknowledgement or these terms and conditions, all sales are ex works (Inco terms 1990) and delivery of the goods to the carrier shall constitute delivery to the Buyer.

7.3 Unless and otherwise expressly provided in the Order Acknowledgement or these terms and conditions, where the Order Acknowledgement provides that the goods are sold on CIF or FOB or on the basis of any other international trade terms, the meaning of such terms shall be as set out in Inco terms 1990 as revised from time to time save where inconsistent with the provisions contained in these conditions. Section 32(3) of the sale of goods act 1979 shall not apply.

7.4 Any date specified for delivery shall be an estimate only and delivery times quoted by the Seller shall not be of the essence. The Seller shall not liable for any

direct, indirect or consequential losses arising from any delays in delivery.

7.5 If the Buyer fails to take delivery of the goods the Seller shall be entitled at its option to store the goods at the Buyer's cost, suspend or cancel delivery and dispose of the goods as the Seller deems fit and the Seller shall be entitled to recover from the Buyer any costs, expenses or charges that the Seller suffers or incurs as a result of the Buyer's failure to accept delivery.

7.6 Risk in the goods passes to the Buyer when the goods are loaded with the carrier.

7.7 If the Buyer requires the Seller to arrange carriage to the Buyer's designated place of delivery the Seller shall make such arrangements as are appropriate and the Buyer shall be deemed to agree to the carriage and insurance terms and shall pay the costs of the carriage and insurance cost incurred. The terms of section 32(2) of the sale of goods act 1979 shall be excluded.

7.8 The Seller may deliver the goods by instalments whereupon each instalment shall be treated as a separate contract. Failure by the Seller to deliver any instalment of the goods shall not entitle the Buyer to reject the balance of the goods awaiting delivery.

7.9 The Seller shall not be liable for any direct or indirect loss or damage caused to the Buyer if goods are seized, delayed, destroyed or damaged during transit.

8. Title

8.1 The goods shall remain the property of Seller and the Buyer shall not gain property in or title to the goods until payment has been made in full against the invoice for that specific consignment. Until payment has been made in full the Buyer shall store the goods in such a way that they can be identified as a property of the Seller and shall not sell or otherwise part possession with the goods or mix the goods with the property of any other party.

8.2 The Seller's rights under clause 8.1 shall be without prejudice to any other rights available to the Seller to recover sums owed by the Buyer including without limitation the right to repossess the goods. For the purpose of repossessing all or part of the goods the Buyer hereby grants an irrevocable license to the Seller, its employees or agents to enter premises under the possession or control of the Buyer to repossess the goods where goods are repossessed the Buyer shall be liable to pay the costs of the removal and transport of the goods.

9. Limitation of Damages

9.1 The Buyer hereby acknowledges that the goods supplied are second hand and used goods and by their nature may be faulty, damaged or soiled. Accordingly the Seller accepts no liability for any direct, indirect or consequential damage, loss or expense caused to the Buyer arising from defects in the goods, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts or losses or expenses resulting from third party claims.

9.2 Save for death or damage caused by the Seller's negligence, the Seller's total aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the goods which give rise to such liability in respect of any occurrence or series of occurrences.

9.3 The Directors and employees shall not accept any personally liability for any losses caused to or suffered by the Buyer howsoever caused.

10. Force Majeure

10.1 The Seller shall have no liability in respect of any failure or delay in fulfilling any of its obligations to the Buyer due to an event of Force Majeure.

10.2 The Seller shall make reasonable endeavours to minimise the disruption or delays caused by a Force Majeure event and where necessary shall extend any given delivery date. If deliveries are delayed for more than six months the Buyer may at its option, exercisable by notice in writing to the Seller terminate the agreement without further liability. The Seller shall in such event refund an equitable proportion of any advance payment made for the for the goods without interest.

11. Statutory liability

Nothing in this conditions shall be interpreted as excluding or restricting any legal liability of the seller for death or personal injury resulting from the negligence of the seller, its employees, agents or subcontractor or restricting any of the seller's legal obligations arising under the section 12 of the sale of goods act 1979 or under the consumer protection act 1987

12. Termination

12.1 Either party may terminate this agreement on written notice to the other if:

12.1.1 the other suspends or threatens to suspend payment of its debts, or is unable to pay their debts as they fall due:

12.1.2 the other party negotiates with its creditors for a rescheduling of its debts, makes an application to the court for protection from its creditors or any similar action; or

12.1.3 a receiver or administrator is appointed in connection with that party or its assets.

13. Waiver

The rights of the Seller shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyer and no waiver of any breach shall operate as a waiver of any subsequent breach.

14. Severability

If any part of these terms and conditions are held to be invalid or unenforceable for any reason the clause shall be deemed to have been omitted but shall not prejudice the effectiveness of the rest of these terms and conditions.

15. Notices

Any notice hereunder shall be deemed to have been given if delivered by hand or sent by prepaid first class post or fax or email (confirmation by telephone and followed by notice by registered post) to the party concerned at its last known address and deemed to have been received on the date of dispatch, if delivered by hand or sent by facsimile and on the third day after posting, if sent by post.

16. English Law and Jurisdiction

The formation, construction and performance of the agreement for sale shall be governed in all respects by the laws of England and Wales and all parties shall submit to the exclusive jurisdiction of the English courts.