

TERMS AND CONDITIONS OF TYRONE TEXTILES

This sheet to be retained by you

General:

1. The following terms supersede any other terms and conditions previously issued.
2. Any conditions of sale contravening these conditions of sale are binding on us only if accepted in writing and signed by a director.
3. These conditions shall override any terms & conditions stipulated incorporated or referred to by the buyer on his order or negotiations.
4. Tyrone Textiles Ltd reserves the right to withdraw items from our range at any time without notification.

Title:

1. Tyrone Textiles Ltd remains the owner of the goods sold until full payment has been received.
 - a) Notwithstanding delivery the property of and title to the goods shall remain with Tyrone Textiles Ltd until the goods subject of this contract and all other goods subject of any other contract between Tyrone Textiles Ltd and the customer which have been delivered to the customer have been paid for in full.
 - b) Until payment in full has been made the customer is the seller's bailee of the goods.
 - c) Until Title has passed the customer must keep the Tyrone Piece number attached to the goods.

Claims:

1. Claims are not valid unless notified to us in writing within 7 days of receipt of the goods.
2. Claims for non-delivery of goods will only be accepted if notified to us within 7 days from date of invoice.
3. The Buyer is advised in his own interest to examine the goods before usage as goods which have been subjected to any further process, cut or made-up shall be deemed to have been supplied to the customers satisfaction and the company will accept no claim or liability thereon
4. A claim does not release the customer from an obligation to pay the amount of our invoices at that date.
5. Whilst the company will use its best endeavours to match the colour shade of its products, due to the nature of the product it will not always be possible. Slight variations may occur & Tyrone Textiles Ltd cannot be held liable for this.
6. All goods supplied by us on the condition that our liability for any fault or defect in the quality, condition, description or fitness for any purpose, or any claim in connection therewith, is limited in amount to a sum not exceeding the purchase price of the particular goods. This condition supersedes any conflicting terms submitted to us and all other liability whether statutory or otherwise is excluded.
7. In particular Tyrone Textiles Ltd will not be liable for:
 - a) Adverse effects resulting from the application to the goods of any process, operation or treatment unless specifically recommended by us and Tyrone Textiles Ltd have agreed to be so liable
 - b) For any goods, which have been cut or partly processed by you in any way or damaged after the risk in the good, have passed to you.
 - c) For any expenditure incurred by you in respect of goods proved or alleged to be defective.
 - d) Loss of profit for consequential loss of any kind to you, however caused.

Deliveries:

1. Deliveries may be suspended to the customer due to a machine stoppage, fire, the Queens Enemies, defence measures, explosion, breakdown, strike, drought, flood, lockout or any other cause whatsoever beyond our control. Neither party will be held responsible for any damage caused thereby to the other party.
2. Any delivery dates quoted are genuine forecasts and shall not be legally binding upon Tyrone Textiles Ltd. Time of delivery is not the essence of any contract.
3. If a delivery has failed due to wrong address supplied or that no-one is in attendance a return to sender charge of £15.00 will be invoiced.

Returns:

1. All returns must be notified and subsequently authorised to our Customer Services Department. An authorisation number will then be given, which must be quoted on all future documentation relating to the return. This however implies no acceptance of the claim. It is the buyer's responsibility to ensure that goods are properly packed, labelled and returned in good condition.
2. A 20% handling charge will be levied on all goods returned where delivery was affected in accordance with our customer's original instructions.
3. Where we attempt to collect returned goods, but we are unable to collect from you, due to your error, a £15.00 failed collection charge will apply.
4. We reserve the right that upon inspection of any return goods that prove to be in marketable condition carriage collection charges will be invoiced to the customer.

Prices:

1. Tyrone Textiles Ltd reserves the right to revise our prices without notice.
2. Prices will be those ruling at date of despatch.
3. Where prices are the subject to a written quotation or agreed contract, Tyrone Textiles Ltd will give 30 days notice in writing of any change, prior to that change taking effect.
4. All prices listed exclude VAT

Settlement Terms:

1. All invoices dated 1st to 31st are due for payment by the 20th of the month following, otherwise strictly net.
2. These terms apply unless otherwise stated on the front of the invoice.
3. Tyrone Textiles Ltd reserve the right to charge interest on all overdue accounts at an annual rate equal to 6% over Barclays Bank Base Rate prevailing at the time of invoice.
4. Tyrone Textiles Ltd understands and will exercise their statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if they are not paid according to agreed credit terms
5. Tyrone Textiles will invoice any customer a minimum charge of £25 + VAT for any cheque that needs to be represented with our Bank or that is returned to us as unpaid.
6. Payments by credit card are applicable to a 2.5% surcharge.

Orders:

1. Tyrone Textiles Ltd will endeavour to supply the exact quantities ordered, subject to a tolerance either way of 10%.
2. Due to the nature of the product all sizes quoted are subject to a tolerance either way of 2 cms.
3. The minimum quantity of fabric, which can be ordered, is 1 metre on cut length fabrics.
4. The purchaser should confirm all orders in writing. Tyrone Textiles Ltd cannot accept responsibility for any errors that may occur on a telephoned order, which has not been confirmed.
5. All cancellations & amendments of orders must be confirmed in writing when Tyrone Textiles Ltd shall immediately endeavour to cancel the said order. In the event that goods have already been processed, the cancellation is not acceptable.
6. No further orders will be despatched if payment of account is not received within 10 days of the agreed settlement date or if the amount owing by the buyer exceeds his agreed credit facility with the company.

Carriage:

1. Delivery to any destination by post, rail or any other carrier is chargeable on all orders under £300 value net. This is subject to alteration at any time at the discretion of the company.
2. Export orders will unless otherwise agreed in writing be charged F.O.B. (UK) port.
3. Where a customer requests a special delivery, the cost of this will automatically be added to the invoice.

Pro-Forma

1. Pro-forma invoices are valid for 7 days after which they are considered cancelled and the goods should be re-ordered if still required.

Stands and Units

1. All stands and units supplied by Tyrone Textiles Ltd, remain the property of Tyrone Textiles Ltd at all times
2. Stands and units supplied are for the exclusive use of the products of Tyrone Textiles Ltd
3. In the event of the stands or units being returned to Tyrone Textiles Ltd, the customer will be liable for any renovation charges for remedial work required.