

THE CLEVER BAGGERS LTD

TERMS & CONDITIONS OF SALE

PRICES - All estimates are based on the Company's production costs at the date thereof and may be varied on or after the conclusion of any contract with the Customer to allow for any change in production costs including (without prejudice to the generality of the foregoing) the cost of labour materials or transport.

PAYMENT - All orders will be paid on pro-forma unless by prior arrangement. V.A.T. where applicable, is payable on goods and services supplied by The Clever Baggers Ltd whether or not included in the estimate.

DELIVERY - Where a delivery date is quoted, this is intended only as a guide and although quoted in good faith, The Clever Baggers Ltd is not responsible for any delays occurring outside their control. No guarantees of delivery are undertaken at any time. Customers should organise their own express service to collect orders where recourse is required, if a deadline is not met. All despatches are ex-works and method of carriage is at The Clever Baggers Ltd 's discretion. Order quantities subject to + / - 5% variance.

COMPLAINTS - Any complaint regarding goods delivered must be made in writing to us within 7 days from the date of delivery and The Clever Baggers Ltd accepts no responsibility for complaints submitted other than in this manner or in excess of this period.

TITLE - Until such time as the goods have been fully paid for, title to the goods will remain vested in The Clever Baggers Ltd, who may, without prejudice to any other legal remedy, repossess any unpaid for goods. The goods will from time of the delivery be at the buyers risk.

ARTWORK - Where complete digital artwork is not supplied, then it is wholly the customers' responsibility to ensure that any artwork provided by themselves or The Clever Baggers Ltd is satisfactory before any goods are printed. The Clever Baggers Ltd will give as much professional help in advising the customer as to the suitability of the artwork, but accept no responsibility whatsoever in the appearance of the design once it has been printed onto fabric.

SCREENS/SCANNING/POSITIVES/RE-DRAWING - These are charged as a separate item and are liable for payment in full whether the customer proceeds with the order or not.

CONSTRUCTION - Stitching and construction may vary from batch to batch, but will remain commercially acceptable

PRINT COLOUR VARIATION - Whilst every effort will be made to maintain consistent standards, allowance must be made for some variation in shade from panel to panel during a production run, as no two items react in identical fashion when printed. Thus no allowance or concession will be made for prints which are not deemed to match exactly the approved standard or other prints in the lot being processed. Matching will, however be to commercially acceptable standards.

SIZE - Products can vary in size by +/- 5%

FABRIC WEAVE & COLOUR - Cloths may vary in weave and shade due to the inherent nature of the cotton fibres, their country of origin and the weaving process employed.

PRODUCT CARE - Products require different care depending upon their base fibre-content, the finish and the embellishment process applied. Clever Baggers Ltd sales team will advise upon request. Specific wash/rub/fade/shrink standards may be met subject to these being outlined when placing an order.

CUSTOMERS' PROPERTY AND PROPERTY SUPPLIED - All property supplied to The Clever Baggers Ltd by or on behalf of the customer will be held at customers' risk. Every care will be taken to secure the best results where materials or equipment are supplied by customers, but responsibility will not be accepted for imperfect work caused by defects in, or unsuitability of such materials and equipment.

D & K - Unless faulty printed products are explicitly requested and at an agreed price at the point of purchase, print faults and seconds will be kept by The Clever Baggers and re-cycled as seen fit.

INSOLVENCY - If the customer ceases to pay his debt in the ordinary course of business or cannot pay his debts as they become due or, being a company, is deemed to be unable to pay its debts or has a winding-up petition issued against him. The Clever Baggers Ltd without prejudice to other remedies shall 1) Have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him. 2) in respect of all the unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manners and at such prices as he thinks fit and to apply the proceeds towards such debts.

The construction, validity and performance of this contract shall be governed by the law of England and Wales, and any legal proceedings in relation to such contract shall be submitted in the jurisdiction of the Courts of England and Wales without prejudice to the sellers' right to bring any such proceedings before the Courts having jurisdiction in the Purchasers' place of residence or business.