

# Terms & Conditions of Savant Tailoring

## DEFINITIONS

1.1 In these Conditions of Sale "the Seller" means Savant Tailoring, "the Customer" means the person, firm or company purchasing the goods, "Goods" means the goods specified in the Order placed by the Customer for the supply of the goods and "Order" means the customer's order for Goods either on the Seller's order form or through the Seller's online ordering systems.

## 2. GENERAL

2.1 Unless otherwise expressly agreed in writing by the Seller these conditions shall apply to all Orders received and accepted.

2.2 If the Customer's Order contains printed conditions such conditions shall not in any circumstances bind the Seller.

2.3 Time is not of the essence of the order; the target delivery date/production period is an estimate and does not form part of the contract unless agreed in writing. The Seller cannot be held responsible for any loss of profit by the Customer due to faulty goods or delays in delivery.

2.4 The Seller accepts responsibility for two percent deviation from measurements given, due to cloth irregularities and performance, any greater change is the responsibility of the cloth manufacturer.

## 3. VARIATION

3.1 No alterations or variations of the terms and conditions of any Order are binding on the Seller unless agreed by the Seller in writing.

## 4. PRICES

4.1 Prices given or quoted are inclusive of Value Added Tax or any other revenue charge, packing, carriage, delivery or handling unless otherwise agreed in writing.

4.2 If there is any unforeseen increase in the cost of the Goods to the Seller or in the rate of Value Added Tax prior to delivery or collection of the Goods the price thereof may be adjusted to reflect such increase.

## 5. CANCELLATION

5.1 Cancellation of any Order cannot be made without the Seller's consent.

## 6. PAYMENT

6.1 The Customer shall make payment in full upon the placing of the order.

## 7. TITLE

7.1 Title to the Goods shall not pass to the Customer until the Seller has received payment in full (in cash or cleared funds) for:

the Goods; and

(b) any other goods or services that the Seller has supplied to the Customer in respect of which payment has become due or is outstanding.

7.2 Until payment for the Goods is received in full, the Customer shall: (a) hold the Goods on a fiduciary basis as the Seller's bailee;

(b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Seller's property;

(c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery

## **8. PASSING OF RISK**

8.1 The Goods shall be at the Customer's risk from the date of delivery.

## **9. DISPATCH**

9.1 Time of dispatch shall not be of the essence of the contract. Delivery of the Goods may be

wholly or partially suspended (as the case may require) during any delay in the preparation or manufacture of the Goods for whatever reason. The Customer shall not hold the Seller responsible for any direct or indirect loss that may arise if delivery is delayed.

## **10. DAMAGE OR LOSS IN TRANSIT AND SHORTAGE**

10.1 Where the Seller has agreed to deliver the Goods no liability is accepted by the Seller for the damage or loss during transit or any shortage unless the Customer notifies the Seller in writing within three days of receipt of the Goods and in any event the Seller's liability shall be limited under clause 14 hereof. Notification to the Seller must in all cases be given to the address shown on the invoice.

## **13. DATA PROTECTION**

13.1 Please note the following regarding the Data Protection Act 1998. We may transfer information about you to our bankers/financers for the purposes of providing services for the following reasons:-

Obtaining credit insurance

Making credit reference agency searches

Credit control

Assessment and analysis (including credit scoring, product and statistical analysis)

Securitization

Protecting our interests

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

#### **14. GENERAL LIABILITY**

14.1 Subject to clause

14.2, the Seller's liability for any loss and or damage whether direct or indirect consequential or howsoever caused shall be limited to replacement at the option of the Seller of the Goods which are notified to the Seller in writing as being defective within three days of the date of delivery provided that the Seller shall be under no liability if the Customer fails to adhere strictly to the terms of payment provided for herein or if the Goods have not been used or retained reasonably or properly. 14.2 Neither party excludes or limits liability to the other party for death or personal injury created by negligence or for any liability that cannot be excluded as a matter of law.

#### **15. CURRENCY**

15.1 Unless otherwise agreed prices are stated and shall be payable in sterling at such place as the Seller may designate. If prices are stated in other than Sterling the Customer shall pay the Seller the amount of such other currency as may be required to purchase the same amount of Sterling as could be purchased on the date when this contract is entered into.

#### **16. ASSIGNMENT**

16.1 The contract of which these conditions form part is personal to the Customer who shall not assign the benefit thereof without the Seller's written consent.

#### **17. LEGAL CONSTRUCTION**

17.1 The contract shall in all respects be construed and operated as an English contract and subject to the exclusive jurisdiction of the English Courts.