

ESSEX FLAME PROOFING LTD. TERMS AND CONDITIONS OF TRADING

In all the following conditions, the PROCESSOR is ESSEX FLAMEPROOFING LTD., and the CUSTOMER is the company or individual purchasing the fabric treatment from the PROCESSOR. The statutory rights of the CUSTOMER are not affected by these conditions.

1. GENERAL

All orders are accepted subject to the following terms and conditions provided that any special conditions of the PROCESSOR in any quotations or contract for the time being in force shall prevail to the extent that they are inconsistent with the following terms and conditions.

2. PAYMENT TERMS: NON-ACCOUNT HOLDERS.

When a written order and goods have been received an invoice will be prepared and payment is required before the order can be despatched. Credit and Debit cards are accepted.

3. PAYMENT TERMS: ACCOUNT HOLDERS

Terms for account holders are strictly net due 30 days from date of invoice. When these credit terms are exceeded the PROCESSOR reserves the right to demand immediate payment of the account in total.

4. CREDIT

Any contract shall be subject to the PROCESSOR being satisfied as to the CUSTOMERS credit worthiness and without prejudice to the generality of the foregoing the PROCESSOR, in its absolute discretion, having informed the CUSTOMER that the goods are ready for despatch, hold the goods until such time as all monies due in respect of the goods and any other outstanding monies are paid in full to the satisfaction of the PROCESSOR.

5. PRICING.

All orders will be subject to the prices appearing in the PROCESSORS current price list except where special or contract prices have been agreed in writing and are for the time being in force. All prices including contract and special prices are subject to regular review and the PROCESSOR reserves the right to alter prices. If the quantity of fabric falls below the amount stated in the contract the price shall revert to the price appearing in the PROCESSORS current price list.

6. VAT

VAT is applicable to all prices in accordance with UK legislation in force at the tax point date.

7. WARRANTY

The PROCESSOR warrants that the goods will be treated with reasonable care and skill and where applicable be treated by reference to the standards set out in the PROCESSORS published price list or literature.

8. ORDERS

The following information is required by the PROCESSOR from the CUSTOMER in respect of all orders processed.

- (i) Fabric supplier references
- (ii) Required treatment and end use of fabric
- (iii) Composition and weight of fabric
- (iv) Clear indication as to the face side of woven and reversible fabrics (See Clause 17.10)
- (v) Delivery address
- (vi) Invoice address.

9. FABRIC DESCRIPTION AND TRIALS.

9.1 Measurements of fabrics cannot be checked before processing and the PROCESSOR relies on the CUSTOMERS accuracy in so much as the total meterage received is as stated. Any discrepancies after treatment will not be a matter of discussion.

9.2 Fabrics are treated on the basis that the correct fibre composition has been provided. Should there be any variation in construction or weight of fabric from any previous sample sent for trialling to any subsequent order, a different price may apply and any spoilage of fabric for similar reasons shall not be the subject of a claim.

10. DELIVERY

The PROCESSOR undertakes to use their best endeavours to despatch the goods promptly and to keep to any promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stipulated and accepted in writing by the PROCESSOR. It is the responsibility of the CUSTOMER to insure "Goods in Transit" against loss or damage.

11. FABRIC SPECIFICATION

11.1 All fabrics are handled, treated and processed by the PROCESSOR on condition that the PROCESSOR shall not be liable for any fault or defect, whether apparent or not, in the quality, condition or description of the fabric concerned. It is the CUSTOMERS absolute responsibility to determine the quality, condition and suitability of purpose of the fabrics sent for processing.

11.2 The PROCESSOR shall not be liable for inherent fabric faults or mis-applied pre-treatments and finishes that may only become apparent during or after processing whether or not trials have been concluded in respect of the fabrics. All pile fabrics will only be processed entirely at the CUSTOMERS own risk.

12. CONTRACT

These terms and conditions are on the understanding that any contract is between the PROCESSOR and the CUSTOMER only. The PROCESSOR will not enter into any discussion or correspondence with the CUSTOMERS customer or any other third party with whom the PROCESSOR has no contract express or implied.

13. END USE

The application, end use and further processing of the goods are the absolute responsibility of the CUSTOMER (See Clause 17.9).

14. ADVICE AND INFORMATION

Any technical and other advice, information and data provided by the PROCESSOR whether verbally, in writing or by way of fabric trials or test results is given in good faith and without incurring any responsibility on the part of the PROCESSOR and the CUSTOMER shall be deemed to have verified any such information, trial or test results in particular as it may apply to any intended application or end use of the goods.

15. SAMPLES AND IN HOUSE TESTING

Any samples supplied by the PROCESSOR to the CUSTOMER shall be accepted by the CUSTOMER as supplied solely for information and as in no way importing any express or implied conditions or warranties as to quality, colour, fitness or merchantable quality of goods subsequently processed and the CUSTOMER shall be deemed to have satisfied himself as to such matters prior to placing orders to process the goods. The PROCESSOR carries out in house testing using Combustion Modified High Resilience Foam (CMHR) for Crib 5 upholstery testing (BS 5852:Part 2:1982). For Domestic use (BS5852 Part 1) a Non Combustion Modified High Resilience Foam is used.

16. VARIATION OF FABRIC

Whilst every effort is made to limit any variation of the fabric in respect of colour, shade, shine, glaze or handle the PROCESSOR shall not be responsible where such variations are considered to be within commercially acceptable tolerances or are essential for fabrics to be treated by reference to any relevant British Standard in respect of flame retardancy.

17. LIMITATION OF LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS TERM

17.1 This condition 17 sets out the entire financial liability of the PROCESSOR (including any liability for the acts or omissions of its employees) to the Customer in respect of the PROCESSORS treatment of fabric. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these conditions.

17.2 Nothing in these conditions limits or excludes the liability of the PROCESSOR for death or personal injury resulting from negligence or for any damage or liability incurred by the CUSTOMER as a result of fraud or fraudulent misrepresentation by the PROCESSOR.

17.3 Subject to 17.1 and 17.2 the PROCESSOR shall not be liable for loss of profits or loss of business or depletion of goodwill and/or similar losses or loss of anticipated savings or loss of goods or loss of contract or loss of use or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

17.4 The PROCESSORS total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the PROCESSORS treatment of fabric shall be

limited to an amount not exceeding the cost price of the treatment of the fabric affected. This amount is limited to the actual meterage affected whether or not such affected area is part of a larger piece.

17.5 No claim for short delivery of goods or damage in transit will be considered unless a receipt is given to the carrier detailing any shortages or damage at the time of delivery and notification of such shortages or damage in transit is given to the PROCESSOR within three days of the date of delivery of the goods to the agreed delivery address.

17.6 The PROCESSOR will not accept responsibility for damage or spoiling of goods whether completely or in part once any fabric has been cut or worked. It is the CUSTOMERS absolute responsibility to examine the goods before any working.

17.7 The CUSTOMER must afford the PROCESSOR the opportunity to fully inspect any goods which are, or may become, the subject of a claim before such goods are otherwise handled, processed or dealt with.

17.8 The PROCESSOR will not be liable for any damage or deterioration of the goods after delivery whether the same occurs due to unsuitable storage, inappropriate use or any other cause whatsoever insofar as such damage or deterioration is not a factor of any treatment or process applied by the PROCESSOR. Where non durable curtain treatments are applied by the PROCESSOR the PROCESSOR cannot accept any liability whatsoever for salt migration to the surface of the fabric occurring 21 days or more from the date of despatch or collection from the PROCESSOR.

17.9 Any fabrics subjected to further treatment or processing for stain resistance, flame retardancy or otherwise except only by the PROCESSOR shall not then be considered for any complaint in respect of fitness for purpose or any spoiling or subsequent deterioration.

17.10 Clause 8(iv) refers to indication of the face side of woven and reversible fabrics and in circumstances where this is not clearly marked the PROCESSOR accepts no responsibility for any treatment applied to the wrong side.

17.11 The PROCESSOR shall at no time be liable for any amount greater than the cost value of the fabric sent for treatment and no account will be taken of any additional value attached to the fabric by way of craft, commission, art or otherwise.

17.12 The PROCESSOR has no liability in cases where it has not been informed of, or has been given inaccurate fibre composition of a treated fabric.

17.13 For any wall covering certification provided the flammability classification is based upon the fabric being used in composite form with suitable components. It is the CUSTOMERS responsibility to ensure the suitability of all such components. BS476 can be classified from classes zero through to four. An actual classification cannot be quoted without a formal test.

17.14 Any claims in respect of treatment of fabric must be made in writing to the PROCESSOR within seven days of the goods being delivered at the agreed delivery address or collected from the PROCESSOR.

18. GOVERNING LAW AND JURISDICTION

18.1 These conditions (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these conditions) shall be governed by and construed in accordance with English Law.

18.2 The PROCESSOR and the CUSTOMER irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes which may arise out of or in connection with these conditions and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.