

Terms and Conditions of Purchase of Goods and Services

1. Camira Group Holdings Limited (company number 09512739), whose registered office is at The Watermill, Wheatley Park, Mirfield, West Yorkshire WF14 8HE is the ultimate holding company of a number of subsidiary companies, Camira Fabrics Limited (company number 02215654), Camira Transport Fabrics Limited (company number 06372802) and Camira Yarns Limited (company number 00187655) individually known as "the Buyer" and each shall be bound by an Order only if it is issued on an official Purchase Order form and bears an authorised signature, hereinafter called "an Order".
 - 1.1. "Seller" means the company, firm, body or person to whom an Order is addressed.
 - 1.2. Subject to any variation under condition 1.4, these conditions are the only conditions upon which the Buyer is prepared to deal with the Seller and they shall govern the contract to the entire exclusion of all other terms or conditions.
 - 1.3. These conditions apply to all the Buyer's purchases and any variation to these conditions shall have no effect unless expressly agreed by an authorised person of behalf of the buyer. Agreement to purchase and variation to these conditions shall be permissible in all forms including both written and oral.
2. Prices
 - 2.1. Unless otherwise agreed in writing, this Order is placed on the price ruling at the date of Order which shall be a firm price and not subject to variations. Invoices received prior to delivery of the goods will be post-dated on the date of actual delivery. Invoices must follow within seven days of delivery.
3. Acknowledgement
 - 3.1. Purchase Orders must be acknowledged in full, in writing, within 5 working days from the date of issue. Should the Supplier fail to acknowledge a Purchase Order within 5 working days, the Buyer reserves the right to consider the Purchase Order as acknowledged, in full, by the Supplier.
4. Delivery
 - 4.1. The Seller shall deliver goods purchased at the Delivery Address as stated on the Purchase Order or at any alternative address as stipulated in writing by the Buyer prior to delivery and, where appropriate, complete services within the time or times specified in the Order unless otherwise agreed, in writing. Time for delivery shall be of the essence of the contract.

5. Payment

5.1. Payment shall be made against the Seller's detailed invoices normally two months after invoice date, unless an alternative payment period has been agreed with the Buyer, and providing such goods comply with the specifications and with the terms and conditions of the Order. Time for payment shall not be of the essence. Payment terms shall only be amended by written agreement between the Buyer and Seller.

6. Quality

6.1. Subject to these conditions the goods and services to be provided shall:

6.2. conform as to quantity, quality and description with the Order and any specification or standards stated or referred to in the Order;

6.3. be of first class materials and workmanship throughout and be executed with reasonable care and skill by properly qualified and experienced persons;

6.4. be equal in all respects to any samples, patterns, demonstration or specification provided or given by either Party;

6.5. be capable of any standard of performance specified in the Order;

6.6. if the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that purpose;

and

6.7. comply with any statutory rule or regulation that may be in force relating to the goods and/or the services.

7. Passing of Property and Risk

7.1. The property in goods purchased shall pass to the Buyer on delivery at the Delivery Address as stated on the Purchase Order or at any alternative address as stipulated in writing by the Buyer prior to delivery, without prejudice to any right of rejection which may accrue to the Buyer. Until the property passes the goods remain at the risk of the Seller who shall insure the same against all risks which can be reasonably contemplated as affecting the goods. The Buyer will not accept goods which are not accompanied by a delivery note stating the order number and such unaccepted goods will be held by and remain at the risk and expense of the Seller.

8. Rejection and Seller's Breach

8.1. Without prejudice to any other remedies, the Buyer reserves the right to reject goods or services if they do not conform with the Order as to quantity, quality, description, sample and fitness for purpose. Notice of rejection shall be given in writing by the Buyer to the Seller specifying the reasons for rejection. The Buyer shall also have the right to reject the Goods as though they had not been accepted, for 3 days after any latent defect in the Goods has become apparent. The Buyer shall thereafter return the rejected goods to the Seller at the Seller's risk and expense and, without prejudice to the rights granted under clause 12, the Buyer shall have the option to require that any money paid to the Seller shall be refunded to the Buyer within 14 days of the notice of rejection.

8.2. In the event that the Seller delivers excess goods to the Buyer, the Seller shall arrange to pick up such excess goods at its own risk and expense within 3 days of the Buyer notifying it of such excess delivery.

9. Cancellation

- 9.1. The Buyer will be entitled to cancel an Order by written notice in the event of any material breach of its conditions, or if the Seller (being an individual) has a bankruptcy order made against him or makes any arrangement with his creditors, or (being a body corporate) calls any meeting of creditors, or enters into liquidation (except a solvent voluntary liquidation for the purpose only of reconstruction), or has a receiver, administrator or administrative receiver appointed of any part of its undertaking, or a resolution is passed or a petition presented to a court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller or the Seller ceases or threatens to cease to carry on its business or the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfil its obligations under the contract/order has been placed in jeopardy.
- 9.2. The Buyer shall return at the Seller's risk and expense any balance of any Order which is not reasonably capable of use by the Buyer and the Seller shall refund the value of that balance to the Buyer within 14 days of receiving notice from the Buyer of its intention to so return the balance.
- 9.3. The termination of the contract, however arising, shall be without prejudice to the rights and duties of the Buyer accrued prior to termination. Any conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

10. Marking and Packing

- 10.1. All goods must be clearly marked in accordance with the Buyer's instructions. All goods must be packed properly and where appropriate in accordance with the Buyers instructions. Containers, pallets, cones etc. will not be paid for unless previously agreed. If the Seller requires the Buyer to return any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to the Buyer and, unless otherwise agreed with the Buyer, any such packaging material shall only be returned to the Seller at the cost of the Seller.
- 10.2. The Seller warrants that the packaging used to transport the goods or materials, if not previously approved by the Buyer, will be fit for purpose, appropriately protect the goods and materials and present no risk of damage to the goods or materials during transit.
- 10.3. Packaging and labelling shall be in accordance with Packaging (Essential Requirements) Regulations 2015 with product specific packaging. By accepting this Purchase Order, the Supplier confirms that all packaging of Goods to be supplied and/or intended for the use of packaging, meet the requirements of the Packaging (Essential Requirements) Regulations 2015 (SI 2016/1640). In addition, The Supplier agrees to provide Camira, its employees, agents, contractors and subcontractors evidence to that effect within 14 days of any request.

11. Indemnity

11.1. The Seller shall keep the Buyer indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result or in connection with:

11.2. defective workmanship, quality or materials;

11.3. an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the goods,

11.4. any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the goods as a consequence of a direct or indirect breach or negligent performance or the terms of the contract by the Seller; and

11.5. any claim made against the Buyer which results from a failure of the Seller to comply with Clause 8.

12. Computer Systems

12.1. The Seller warrants to the Buyer that its computer systems are up to date and fit for the manufacture of the goods and that such systems receive regular maintenance in respect of its performance.

13. Remedies

13.1. Without prejudice to any other right or remedy which the Buyer may have, if any goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the goods have been accepted by the Buyer:

13.2. to rescind the Order;

13.3. to reject the goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the goods so returned shall be paid forthwith by the Seller;

13.4. at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the goods or to supply replacement goods and carry out any other necessary work to ensure that the terms of the contract are fulfilled;

13.5. to refuse to accept any further deliveries of the goods but without any liability to the Seller;

13.6. to carry out at the Seller's expense any work necessary to make the goods comply with the contract; and

13.7. to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the contract.

14. Assignment and Subcontracting

- 14.1. The Seller shall not be entitled to assign the contract or any part of it without the prior written consent of the Buyer, but the Buyer may assign or sub-contract the contract or any part of it to any person, firm or company.

15. Health & Safety

- 15.1. The Seller warrants that the goods or materials to be supplied in accordance with the Order will be safe and without risk to health when properly used and the Seller will provide all necessary information in connection with the design, testing and use of them (whether or not such information has been requested by the Buyer).
- 15.2. The Seller warrants that the packaging provided for the goods or materials to be supplied in accordance with the Order will be safe and without risk to health when loading, unloading, cross-decking or used for storage of the goods or materials.

16. Guarantee

- 16.1. If any defect shall be discovered in the goods in the course of normal usage, the Seller shall remedy the defect either by replacement or repair at the Seller's own expense.

17. Confidentiality

- 17.1. The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Buyer and any other confidential information concerning the Buyer's business or its products which the Seller may obtain. The Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller,
- 17.2. The Seller shall not disclose any details of any Order to any other third party without the Buyer's prior written consent;
- 17.3. Materials and equipment and copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Buyer to the Seller or not so supplied but used by the Seller specifically in the manufacture of the goods shall at all times be and remain the exclusive property of the Buyer but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer at its request and shall not be disposed of other than in accordance with the Buyer's written instructions, nor shall such items be used otherwise than as authorised by the Buyer in writing,

18. Notices

- 18.1. Any notice or other document to be served under this agreement must be given in writing by the Seller to the Buyer's registered office or by the Buyer to the Seller's address given overleaf and may be delivered or sent by pre-paid first-class letter post or sent by facsimile transmission
- 18.2. Any notice or document shall be deemed served if delivered, at the time of delivery, if posted, 48 hours after posting and ii sent by facsimile transmission, at the time of transmission

19. General

- 19.1. Each right or remedy of the Buyer under this contract is without prejudice to any other right or remedy of the Buyer whether under the contract or not.
- 19.2. If any provision of the contract is found by any court to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, such provision shall be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.
- 19.3. Failure or delay by the Buyer in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the contract.
- 19.4. Any waiver by the Buyer of any breach of, or any default under, any provision of the contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.
- 19.5. All aspects of the contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts,