1. Definitions.

For the purpose of these Conditions:

(a) "Agreement" means the Order and the Supplier's acceptance of the Order;
(b) "Conditions" means these terms and conditions;
(b) "Goods" means any goods and/or services agreed in the Agreement to be purchased by the Purchaser from the Supplier (including any part or parts of them);
(c) "Order" means the Purchaser's written instruction for the Supplier to supply the Goods, incorporating these Conditions;
(d) "Purchaser" means Trimline Limited or its relevant group company placing the Order; and
(e) "Supplier" means the person, firm or company who accepts the Purchaser's Order.

2. Purchasers Conditions Prevail and Modification

2.1 Entire Agreement
The Order, including these Conditions contains the entire agreement and understanding between the Supplier and Purchaser and mergers all prior discussions and negotiations between them, regardless of the manner of ordering, be it web based, sent on email, sent in mail etc., and any other form of communication. The Order may not be changed orally. No terms or conditions endorsed upon, delivered with or otherwise contained or stated in the Supplier's quotation, or in the Supplier's acknowledgement or acceptance of the Order shall not be binding on the Purchaser if in conflict with or in additions to any of the provisions of the Order (including but not limited to delivery schedule, price, quantity, specification and terms and conditions) unless expressly agreed to in writing by the Purchaser.

2.2 Supplier Framework Agreement
The only deviation to clause 2 above is if there is a formal Trimline Supplier Framework Agreement (SFA) in place, in which case the terms in the SFA are paramount and in addition to these Terms and Conditions in this document. If any term in the SFA conflicts with any term in these terms and conditions the SFA takes preference in all cases

2.3 Modification
No modification, amendment or supplement to this Agreement, any ANNEX, or any provisions hereof or thereof will be binding upon the Parties unless made in writing and signed by a duly authorised representative of both Parties. Neither this Agreement nor any ANNEX may be supplemented, modified, or governed by any electronic agreement (e.g., shrink-wrap or click-through), online terms, or any confirmation, acknowledgement, printed materials, online terms, license key terms, or sales or shipping form of The Supplier (e.g., The Supplier purchase orders), nor may any agreement be executed by electronic signature, unless Customer first agrees in a writing (which is not an electronic communication) to be bound by such purported agreements. Notwithstanding the forgoing, TRIMLINE may modify the policies attached to, or incorporated by reference with, this Agreement in good faith and in the spirit of such policies from time to time and TRIMLINE will provide such modifications to The Supplier. If The Supplier does not agree to comply with such policy modifications, and, only if such modifications will have a material and adverse effect on The Supplier's ability to perform the Services under this Agreement, then either Party may terminate this Agreement in whole or in relevant part for convenience (with no cost or fees) upon thirty (30) days' prior written notice to the other Party, during which period the Parties will engage in good faith discussions to resolve the issues related to the modifications. Additionally, if The Supplier does not agree to comply with such policy modifications then TRIMLINE may adjust the services accordingly, in its discretion.

3. Deliveries

3.1 Purchase schedules
The Purchaser's production schedules are based upon the agreement that the Goods will be delivered to the Purchaser by the date specified on the Order, or, if a date is not specified, within 30 days of the date of the Order. Time is therefore the essence of the Order. If the Supplier fails to make delivery of the Goods at the time agreed upon, the Purchaser reserves the right to cancel, purchase elsewhere and hold the Supplier accountable for any additional costs or damages incurred by the Purchaser.

3.2 Delivery charges
The Goods shall be delivered, carriage paid, DDP to the Purchaser's place of business or to such other place of delivery as is agreed by the Purchaser in writing prior to delivery of the Goods. The Supplier shall off-load the Goods at its own risk as directed by the Purchaser.

3.3 Delivery paperwork
The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

3.4 Delivery times
Unless otherwise stipulated by the Purchaser in the Order, deliveries shall only be accepted by the Purchaser in normal business hours.

If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Purchaser reserves the right to:

(a) cancel the Agreement in whole or in part;
(b) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
(c) recover from the Supplier any expenditure reasonably incurred by the Purchaser in obtaining the Goods in substitution from another supplier; and
(d) claim damages for any additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.

3.5 Installments
Where the Purchaser agrees in writing to accept delivery by installments the Agreement shall be construed as a single contract in respect of each installment. Nevertheless, failure by the Supplier to deliver any one installment shall entitle the Purchaser at its option to treat the whole Agreement as repudiated.

3.6 Acceptance
The Purchaser shall not be deemed to have accepted the Goods until it has had 45 days to inspect them following delivery. The Purchaser shall also have the right to reject the Goods as though they had not been accepted for 45 days after any latent defect in the Goods has become apparent.

3.7 Risk
The Goods shall remain at the risk of the Supplier until delivery to the Purchaser is complete (including off-loading and stacking) when ownership of the Goods shall pass to the Purchaser.

4. Prices
The price of the Goods shall be stated in the Order and unless otherwise agreed in writing by the Purchaser shall be exclusive of value added tax but inclusive of all other charges. No variation in the price nor extra charges shall be accepted by the Purchaser.

5. Payment

5.1 Payment Terms
The Purchaser shall pay the price of the Goods that are delivered and accepted pursuant to these Conditions within 60 days of the date of valid invoice as received from the Supplier but time for payment shall not be of the essence of the Agreement.

5.2 Remedy
Without prejudice to any other right or remedy, the Purchaser reserves the right to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable by the Purchaser to the Supplier under the Agreement.

6. Quantities
Delivery of Goods must equal exact amounts ordered unless otherwise agreed by the Purchaser. If the Goods are delivered to the Purchaser in excess of the quantities ordered the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

7. Warranty
The Supplier warrants that all Goods delivered hereunder shall be free from defect of materials or workmanship and shall conform strictly to the specifications, drawings or sample specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by the Purchaser of the Goods in line with and abiding by as a minimum, the Consumer Rights act 2015 (including any amendments).

8. Quality and Defects

8.1 Fit for purpose
The goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and specification and/or patterns supplied or advised by the Purchaser to the Supplier.

8.2 Quality rights
The Purchaser's rights under these conditions are in addition to the statutory conditions implied in favour of the Purchaser by the Consumer Rights act 2015.

9. Inspection

9.1 Inspection support
All Goods shall be subject to the Purchaser's (and any of the Purchaser's clients if necessary) inspection and test at all times before, during or after manufacture. The Supplier shall furnish without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors. Final inspection and acceptance shall be on the Purchaser's premises unless otherwise specified.

9.2 Rejection
The Purchaser shall have the right to reject and return at the Supplier's expense or in its discretion, to require the correction or replacement of Goods which are defective or do not conform to the requirements of the Order. All rejects shall be held at the Supplier's risk and expense, including all transportation and handling costs, until returned to the Supplier or corrected by the Supplier.

10. The Purchaser's Property

10.1 Ownership
All material including tools, furnished or specifically paid for by the Purchaser shall be the property of the Purchaser, shall be subject to removal at any time without additional cost upon demand by the Purchaser, shall be used only for filling orders from the Purchaser, shall be kept separate from other materials or tools and shall be clearly identified as the property of the Purchaser. The Supplier assumes all liability for loss or damage, with the exception of normal wear and tear and agrees to supply detailed statements of inventory upon request by the Purchaser.

10.2 Copyright and IPR
Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Purchaser to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of the Purchaser but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Purchaser and shall not be disposed of other than in accordance with the Purchaser's written instructions, nor shall such items be used otherwise than as authorised by the Purchaser in writing.

11. Confidentiality
The Supplier 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 Supplier by the Purchaser or its agents and any other confidential information concerning the Purchaser's business or its products which the Supplier may obtain and the Supplier 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 Supplier's obligations to the Purchaser and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

12. Assignment
The Supplier shall not be entitled to assign the Agreement or any part of it without the prior written consent of the Purchaser. The Purchaser may assign the Agreement or any part of it to any other party.

13. Changes to Orders
An Order may only be amended by written agreement between the Purchaser and the Supplier.

14. Supplementary Information
Any specification, drawings, notes, instructions, engineering notices or technical data referred to in the Order shall be deemed to be incorporated herein by reference as if fully set forth, to the extent that they do not conflict with these Terms and Conditions or the Order.

15. Publicity, Promotion or Advertising
The Supplier shall not, without the Purchaser's prior written consent, issue any news release, advertising, publicity or promotional material regarding the Order (including denial or confirmation thereof).

16. Governing Law
This Agreement shall be governed by, construed and interpreted according to English Law and shall be subject to the exclusive jurisdiction of the English courts.

17. Force Majeure
The Purchaser reserves the right to defer the date of delivery or payment or to cancel the Agreement or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Purchaser including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

18. Termination

18.1 Notice
The Purchaser shall have the right at any time and for any reason to terminate the Agreement in whole or in part by giving the Supplier written notice whereupon all work on the Agreement shall be discontinued and the Purchaser shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

18.2 Additional conditions of notice
The Purchaser shall have the right at any time by giving notice in writing to the Supplier to terminate the Agreement forthwith if:

(a) the Supplier commits a material breach of any of the terms and conditions of the Agreement; or
(b) the Supplier (being and individual) shall commit an act of bankruptcy or a receiving order be made against him or if the Supplier (being a company) shall enter into an arrangement or composition with its Creditors or
(c) go into liquidation whether voluntary or otherwise except for the purpose of amalgamation or reconstruction

18.3 Rights and Duties
The termination of the Agreement, however arising, shall be without prejudice to the rights and duties of the Purchaser accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

19. Indemnity
The Supplier shall keep the Purchaser 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 Purchaser as a result of or in connection with:

a) defective workmanship, quality or materials;
b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods;
c) any claim made against the Purchaser in respect of any liability, loss, damage, injury, cost or expense sustained by the Purchaser´s employees or agents or by any customer or third party to the extent that such 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
d) negligent performance or failure or delay in performance of the terms of the Agreement by the Supplier.

20. Remedies
Without prejudice to any other right or remedy which the Purchaser may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Agreement the Purchaser 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 Purchaser:

a) to rescind the Order;
b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
c) at the Purchaser´s option to give the Supplier the opportunity at the Supplier'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 Agreement are fulfilled;
d) to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;
e) to carry out at the Supplier's expense any work necessary to make the Goods comply with the Agreement; and
f) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Agreement.

21. General

21.1 Right or Remedy under agreement
Each right or remedy of a party under the Agreement is without prejudice to any other right or remedy of that party whether under the Agreement or not.

21.2 Clause invalidity
If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

21.3 Delay
Failure or delay by a party in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.

21.4 Waivers
Any waiver by a party of any breach of, or any default under, any provision of the Agreement by a party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

21.5 Rights of third parties
The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

21.6 Variation
No variation to the Agreement shall be effective unless agreed to in writing and signed by a duly authorised officer of each of the parties within 14 days of such a variation.

21.7 Third Party Rights
No person who is not a party to this Agreement shall have the right under the Contract (Right of Third Parties) Act 1999 to enforce any of its terms.

21.8 Exclusivity
This is not an Exclusive Contract; however, the Customer will discuss any strategic plans with the Supplier prior to commencement.

21.9 Interpretation
Unless otherwise indicated, clause references are to clauses of the document in which the reference is contained. References to numbered (or lettered) clauses will be deemed to also refer to and include all sub-clauses of the referenced clause. The clause headings in this agreement are intended to be for reference purposes only and shall in no way be construed to modify or restrict any of the terms or provisions of this agreement.

21.10 Exclusion for fraud
Nothing in any agreement or contract made by way of Purchase order or supply of goods and service to the Customer shall limit or exclude liability for fraud. Each of the parties warrants that it has the power to enter into the Agreement and has obtained all necessary approvals to do so.

21.11 Severability
If any term, provision or part of this Agreement is to any extent held invalid, illegal or unenforceable, the remainder of this Agreement will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by law.

21.12 Headings
Headings are for reference and will not affect the meaning of any of the provisions of this Agreement.