

## GENERAL TERMS AND CONDITIONS OF SALE

1. All orders received and accepted by Christy & Co. Limited (the "Company") are subject to the terms and conditions of sale, set out hereafter. No clauses or conditions of the Buyer which are in any way at variance with these conditions shall have any effect unless previously acknowledged in writing by a Director of the Company.
2. Payment is due 30 days after date of invoice unless otherwise stated. Interest will be charged at 2% for each calendar month in all or part of which this invoice is overdue.  
The Company reserves the right to recover both debt recovery and legal costs/expenses .
3. All claims for damages, or short delivery of goods must be notified by telephone immediately and in writing to the carrier and to the Company within three days from the date of the invoice or delivery note.
4. Returns must be agreed by a member of staff and given a Company returns number. Goods must be returned within 14 days.
5. Any default in the payment by the Buyer shall entitle the Company to suspend or cancel any undelivered portion of any contract at their option preserving all other rights.
6. Where the goods are for delivery in lots or instalments, this contract shall be deemed and constructed as a separate contract for each lot or instalment. Delay in delivery or complaint about the first or any subsequent lot shall not entitle the Buyer to reject the following deliveries.
7. No goods are sold on a Sale or Return basis.
8. The Company will accept no charge for carriage and packing for the return of any goods.
9. Accepted orders cannot be cancelled by the Buyer and must be paid for in full.
10. The Company cannot be held responsible for copyright infringements where the Buyers own artwork is supplied. It is taken that the Buyer is either the copyright holder or is authorised by the copyright holder to use the artwork supplied.

The Company and Buyer expressly agree that until the Company has been paid in full for the goods comprised in this or any other sale contract between them:

11. The goods comprised in this contract remain the property of the Company (although the risk therein passes to the Buyer at the point where delivery begins).
12. The Company may recover those goods at any time from the Buyer, if in his possession, if the amount outstanding from the Buyer to the Company in respect of the goods supplied shall remain unpaid after the due date for payment has passed, and for that purpose the Company, its servants and agents may enter upon any land or building upon which the goods are situated.
13. The Buyer has the right to dispose of the goods in the course of his business for the account of the Company and to pass good title to the goods to his customer being a bona fide purchaser for value without notice of the Company rights. The rights of this clause are in addition to and not in lieu of any other rights the Company may have in Common law or by statute including the right to payment for goods and the right to recover goods.

### **Limited Warranty:**

14. We warrant our hats to be free of defects in materials and workmanship under ordinary use for one year from the date of original purchase. During this warranty period, if a defect arises we will, at our option and to the extent permitted by law, either (i) repair the hat; (ii) replace the hat; or (iii) refund all or part of the purchase price of the hat in question. This limited warranty applies, to the extent permitted by law, to any repair or replacement for the remainder of the original warranty period or for ninety days, whichever period is longer. This limited warranty applies only to hats that are not subject, at our sole discretion, to accidental damage, misuse, alterations or repair.
15. These conditions and the contract shall be subject to and constructed in accordance with English Law.