

# TERMS AND CONDITIONS

## 1. SETTLEMENT TERMS:

Payment strictly 30 days from the date of invoice unless otherwise agreed in writing and payable directly to Just William UK. Just William UK may charge interest at a rate of 12% per annum on the amount outstanding on an account from the date due of payment until such time as payment is received. In the event of the account being passed for collection, a collection charge of 10% will be levied on such accounts in addition to any legal charges payable. All outstanding orders for accounts out for collection will be cancelled without question.

## 2. PASSING OF PROPERTY:

A. The goods shall remain the sole and absolute property of the company as legal and equitable owner until such time as the intending purchaser shall have paid to Just William UK the agreed price together with the full price of any other goods the subject of any other contract with the Company.

B. Goods supplied by the Company shall be at the purchasers risk immediately on delivery to the purchaser or into custody on the purchaser's behalf (whichever is the sooner) and the purchaser should therefore be insured accordingly.

C. The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or offered for sale and may repossess the same. In particular, but without prejudice to the generality of the foregoing, the Company may at any time enter upon the buyer's premises if;

(i) There shall be any default in payment on the due date by the buyer to the Company.

(ii) The buyer being a company shall enter into liquidation (other than voluntary liquidation for amalgamation or reconstruction) or shall have a receiver appointed over the whole or part of its undertaking or assets, or,

(iii) Being an individual or firm the buyer shall commit an act of bankruptcy or enter into an arrangement or composition with or for the benefit of its creditors.

(iv) Payment by cheque shall be construed as being received at the time that the company's bankers receive the funds from the purchasers bankers. In the event that the purchaser sells the goods or any part of them to a third party prior to property in the same having passed under condition 2 above, the proceeds of sale shall be received by the Purchaser on The Company's account and kept separate from the Purchaser's or other monies, the Purchaser having sold the goods as The Company's bailee and owing fiduciary duties to the Company in relation thereto and at any time before payment is received from such a third party. The Company shall have the right to call for an assignment of such third party debts.

## 3. CLAIMS:

Shortage or damaged goods must be reported initially by telephone within 24 hours of receipt and confirmed in writing within 3 DAYS of receipt. Non delivery must be reported initially by telephone within 6 DAYS of invoice date and confirmed in writing within 8 DAYS of invoice. Claims made outside these time limits cannot be accepted by Just William UK.

**DEFINITIONS:** In these conditions the "Company" is Just William UK. The "Purchaser" is the buyer of the goods. "Goods" are goods and products of any kind sold by the seller.

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