



## TERMS OF TRADE

1. In this agreement, “we”, “our” and “us” means the Supplier; “you” and “your” means the Customer. “Products” means clean uniforms and other items as shown on the attached schedule.
2. We agree to supply to you, and you agree to receive the number of Products for your employees and other items shown on the attached schedule. You may revise the number of Products at any time.
3. We will maintain a regular delivery schedule to pick up and deliver the Products to you. We will mend, alter or replace any Products which have suffered normal wear and tear.
4. Our Products are designed to protect your employees’ clothing in general work place conditions. You agree that you will not permit the Products to be used or worn under any conditions which will include exposure to sparks or flames or hazardous chemicals. You agree that you will take all practicable steps to ensure that your employees do not wear or use the Products under hazardous conditions. You also agree that you will not permit your employees to use or wear Products which have become torn or damaged in any manner which may create a hazard. You agree to indemnify us against all damages and expenses arising out of claims involving flammability, chemical damage resistance or the wearing of damaged Products by your employees or agents.
5. You agree to pay us for each supply of Products at the prices and terms set out in the attached schedule. If we increase the prices, we will tell you. You may reject a price increase by notifying us in writing within seven days of receipt of notice of a price increase. If you do reject the price increase, we may cancel this agreement. You must pay in full by the 20th day of the month following delivery of each supply. We may charge you interest compounding monthly on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by our bankers together with costs (including collection costs and legal costs on a solicitor-client basis). We may suspend delivery of further Products until the account is paid.
6. All Products remain our property at all times. If any Products are lost or destroyed, become unpresentable through misuse, or are withdrawn from use because you request the level of service to be reduced, you will pay for those Products at their depreciated value. Products will be deemed to be unpresentable if any of your employees refuse the Products when we deliver them. You will be entitled to reduce the level of Product service only in the event of a decrease in the number of employees in the ordinary course of your business.
7. You acknowledge that these Terms of Trade constitute a security agreement which creates a security interest in favour of us in all Products supplied by us to you as recorded on this Tax Invoice or in previously. You waive the right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest.
8. You acknowledge that we will be required to make a substantial investment in Products and equipment to fulfil and maintain this agreement. Because of this, the initial term of this agreement will be a period of three years, consisting of 156 weekly billings from the date of initial delivery. This agreement will be automatically renewed, from year to year thereafter on a calendar basis, unless terminated by written notice given by you or us at least 60 days before expiry date of the initial term or any renewal term.

9. If you breach this agreement, you will pay us, in addition to any payment required by paragraph 5 above, an amount equal to our anticipated profit for the balance of the then-current term, calculated on the average weekly service level, to date of termination.
10. You agree that you do not have a valid contract with any other supplier for the furnishing of garments to the employees covered by this agreement.
11. Products supplied under this agreement are intended to be used for business purposes. Where you are using the Products for the purpose of your business, you agree that the guarantees and remedies set out in the Consumer Guarantees Act 1993 are excluded from this agreement and will not apply to supply of Products under this agreement. You also agree that neither we, nor the manufacturers of any Product, will be liable to you for any consequential loss or damage occurring in any way as a result of this agreement.
12. Where any provision of these Terms conflicts with a Rental Service Agreement the terms of the Rental Service Agreement shall take priority.
13. All weekly/fortnightly/ 4-weekly pricing is based on a 52 weekly charge. All holiday closures have been calculated in our standard & quoted pricing.

