



Terms & Conditions of Business

Vass Textiles Ltd

Terms & Conditions of Business with Vass Textiles Ltd

Vass Textiles Ltd (referred to as the “**Company**”) only sells goods and services (“**Deliverables**”) on these Terms and Conditions (“**the Terms**”).

By applying for a credit account, you agree to be bound by these Terms to the exclusion of any other terms you may seek to impose, including any standard terms printed on your purchase orders or other documents.

Any conduct by you that indicates an intention to proceed with a purchase—such as submitting an order, accepting delivery, or making payment—will be deemed conclusive acceptance of these Terms.

If you wish to propose different terms, you must clearly and explicitly state so in writing before placing an order. No variation of these Terms shall be effective unless agreed in writing and signed by a director or other authorised senior officer of the Company.

These Terms form an important part of your relationship with the Company and should be read carefully.

1. The Contract

1.1 These Terms and Conditions (“**Terms**”) apply to all sales of goods and services (“**Deliverables**”) by Vass Textiles Ltd (the “**Company**”) to any customer (“**you**”). By applying for an account or placing an order, you accept these Terms.

1.2 No variation to these Terms shall be effective unless agreed in writing by a director or senior officer of the Company.

1.3 The Contract between you and the Company comprises these Terms, any express written agreement, and our sales order acknowledgment or invoice.

2. Price

2.1 Prices are as quoted by the Company, exclusive of VAT (unless otherwise stated).

2.2 The Company reserves the right to revise prices for any order not yet accepted or if costs significantly increase due to factors beyond its control.

3. Payment

- 3.1 Unless otherwise agreed in writing, payment terms are **30 days from the date of invoice**.
- 3.2 Invoices must be paid in full without set-off or deduction. Late payments may result in suspension of deliveries.
- 3.3 The Company may apply any payment received from you toward any outstanding invoice, regardless of reference.
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4. Specifications & Quality

- 4.1 Deliverables will conform in all material respects with any agreed specification or description. You are responsible for ensuring goods are suitable for your intended purpose.
- 4.2 You must inspect goods upon delivery and notify the Company within 48 hours of any visible damage, defect, or shortfall. Failure to do so will be deemed acceptance.
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5. Delivery & Risk

- 5.1 Delivery dates are approximate and not guaranteed. Time shall not be of the essence.
- 5.2 Delivery occurs when goods leave the Company's premises or when received by the courier. Risk passes to you at that point unless agreed otherwise in writing.
- 5.3 Title to goods shall not pass to you until full payment has been received.
- 5.4 Any failure to accept delivery on the agreed date may result in storage charges or cancellation.
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6. Warranty and Liability

- 6.1 The Company warrants that goods will conform to specification and be free from material defects in workmanship for the practical life span of the product.
- 6.2 The Company's liability is limited (at its discretion) to repair, replace, or refund of the defective goods.
- 6.3 The Company shall not be held liable for any damage to the product resulting from misuse, accidental damage, improper handling, or unauthorized modifications. Such instances are expressly excluded from the scope of our warranty and liability coverage. Warranty claims are valid only in cases of verified manufacturing defects or faults present at the time of delivery.
- 6.4 The Company shall not be held liable for any indirect or consequential loss, including loss of profit or goodwill.
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7. Returns

7.1 Vass Textiles offers a limited warranty against defects in materials and workmanship. Our warranty is only valid on items purchased through an authorized Vass dealer to the original purchaser.

7.2 To Initiate a return:

7.2.1 Wash the garment. All garments to be cleaned before return, or they will be refused and returned to the sender at sender's expense (we as a company have to abide to this as a 'health and safety' requirement for our staff).

7.2.2 Send the item back to our head office to be inspected and tested.

7.3 Once we have received the returned item, our returns department will inspect the item for manufacturing defects/faults.

7.4 If it is the case that a manufacturing defect/fault is identified then we will repair the item free of charge, if possible, if it is not possible then a credit or a replacement will be issued.

8. Termination

8.1 The Company may suspend or cancel your account without liability if:

- You breach these Terms;
- You become insolvent or cease trading;
- Payment is overdue by more than 30 days.

9. Intellectual Property

9.1 All intellectual property in materials, designs, or data supplied by the Company remains the exclusive property of the Company.

9.2 You may not copy, reproduce, or resell goods in a manner that infringes the Company's IP rights.

10. Confidentiality

10.1 You must keep confidential any non-public information you obtain through business with the Company.

11. Force Majeure

11.1 The Company is not liable for any delay or failure to perform obligations due to events beyond its reasonable control.

12. Governing Law

12.1 These Terms are governed by and construed in accordance with the laws of England and Wales. You submit to the exclusive jurisdiction of the English courts.