

FitFlex Apparel - TERMS AND CONDITIONS OF TRADE

These are the terms and conditions under which we trade:

1. DEFINITIONS

“The Company” means FitFlex Apparel “The Customer” means the person placing the order in respect of the goods. “Contract” means the Contract between the Company and the Customer. “Goods” means the products sold and listed on the Company’s invoice/sales order/delivery note.

2. GENERAL APPLICATION Orders for goods are on Purchase lay accepted on these Conditions, expressly agreed otherwise in writing by the Company. A full authorized Order including prices must be sent by the Customer to the Company before any work on Goods can be commenced.

3. QUOTATIONS/PRICES

a) The price for the goods shall be the price at the date of dispatch. b) Prices are quoted exclusive of VAT which will be charged at the rate ruling at the date of dispatch. c) Prices are quoted exclusive of carriage charges unless agreed in writing between the two parties Company and the Customer.

4. INSTALMENTS unless otherwise agreed in writing the Company has the right to make instalment deliveries and to invoice such deliveries separately.

5. SETTLEMENT TERMS

a) First orders are accepted on a Pro Forma Invoice basis after which a credit application can be made. Credit limits will be assigned in conjunction with our funders, HSBC Invoice Finance. b) For an accepted credit application terms are strictly 30 days (net) from the date of the invoice unless otherwise agreed in writing. c) Time of payment is of the essence of the Contract. e) The Customer cannot delay or refuse payment for any alleged defects in the goods which the Company undertakes to remedy.

6. DELIVERY

a) Delivery shall be complete when goods are dispatched from our premises or to the Customer’s order. b) Goods must be examined on arrival and any damage in transit, mis-delivery or quantity discrepancy must be notified in writing to the Company within 5 working days. The Customer must also notify the Company in writing of non-delivery within 5 working days of the date of dispatch advised to the Customer. The Company will endeavor to dispatch goods to the times quoted. The Company shall ensure the Goods are securely packaged and will not be liable for any loss arising from delays in dispatch, regardless of cause. c) Delivery may be temporarily suspended if the Customer is overdue in making payment for any goods supplied to the Customer by the Company.

7. FORCE MAJEURE

The Company shall have no liability in respect of failure to deliver or to perform or delay in delivering or performing any obligations under the Contract with the Customer due to any cause of whatever nature outside the reasonable control of the Company.

8. LIABILITY

a) On arrival of goods the Customer must examine them and any visual defects must be notified to the Company in writing within 5 working days. b) Upon the Customer within the appropriate period provided by sub-clause (a) above notifying the Company of any fault or defect in the goods or within the appropriate period provided by clause 6(b) of damage in transit, mis-delivery, quantity discrepancy or non-delivery and upon the fault, defect or damage in transit mis-delivery or quantity discrepancy being established to the Company's satisfaction, the Company shall repair or replace such goods or make up any shortage, or credit at its discretion. c) The Company shall not replace goods or make up shortages: (i) if faults or defects are not notified in accordance with clause 8(a) or if damage in transit, non-arrival, mis-delivery or quantity discrepancy is not notified in accordance with clause 6(b); (ii) in respect of which the Customer or any third party has without previous written consent from the Company effected modifications; (iii) if the faults or defects were caused by incorrect or negligent handling or any other default by the Customer or his employees; (iv) if the faults or defects were caused by fair wear and tear, accident, or any matter beyond the reasonable control of the Company; (v) In respect of textiles variations in specifications are possible. In respect of dyed and printed cloths, colors of actual deliveries may vary within normal printing and dyeing tolerances. All descriptions of the physical properties of the goods supplied are subject to normal trade tolerances.

9. PROPERTY IN GOODS

Until full payment has been received by the Company for all goods supplied at any time by the Company to the Customer: a) Property in the goods shall remain in the Company. b) The Company may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is in fault for longer than thirty days in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied at any time by the Company to the Customer for any reason whatsoever) or if the Company has bona fide doubts as to the solvency of the Customer. c) The Customer's power of sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy. d) Upon determination of the Customer's power of sale under (b) and (c) above the Customer shall place the goods and the new products at the Company's disposal and the Company shall be entitled to enter upon any premises of the Customer for the purpose of removing the goods and to remove such goods from the premises (including severance from the realty where necessary).

10. LIEN

The Company shall have a general lien on all goods and property of the Customer in the possession of the Company in respect of sums outstanding and due from the Customer to the Company under this or any other agreement between the Customer and the Company. The Company may, after giving 14 days notice to the Customer of the intension to do so, dispose of the goods and property and use the proceeds of sale against the due sums.

11. TERMINATION

a) The Customer is not entitled to terminate the Contract without the written consent of the Company.

b) The Company is entitled to terminate the Contract: (i) if the Customer is in breach of contract with the Company and fails to remedy that breach within 14 days of the Company's written notice to do so, whether the breach is capable of remedy or otherwise, or (ii) if the Company has bona fide doubts as to the solvency of the Customer, or (iii) if a receiver is appointed over any of the assets or the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.

c) Where the Contract has been terminated in sub-clause a) or b) the Customer shall be liable to pay the Company the Contract price for any work done by the Company prior to termination and/or to reimburse the Company for any expenses arising from such termination.

12. SEVERANCE

If at any time any one or more of these conditions or any part thereof is held to be or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity and enforceability of the remaining conditions shall not in any way be affected or impaired thereby.

13. CLERICAL ERRORS

The Company reserves the right to correct any typographical or clerical errors made at any time by its employees.

14. PROPER LAW

Any Contract between the Company and the Customer shall be subject to and governed by English Law and the English Courts will have exclusive jurisdiction save for enforcement against a customer who has assets or who carries on business outside Pakistan in which case the Court having jurisdiction in the place of those assets or the carrying on of such business shall have jurisdiction for enforcement. It is not intended that any third party shall be entitled to any benefit afforded by these conditions or this contract.