

Alice Custom Tailors

Terms and Conditions

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1. DEFINITIONS

- 1.1 "Buyer" means the person who buys or agrees to buy the goods from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Delivery Date" means the date specified by the Seller when the goods are to be delivered.
- 1.4 "Goods" means the articles which the Buyer agrees to buy from the Seller.
- 1.5 "Price" means the price for the Goods including VAT.
- 1.6 "Seller" means Dress 2 Kill Limited.

2. CONDITIONS APPLICABLE

- 2.1 These conditions shall apply to all contracts for the sale of the Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Nothing in these Conditions shall affect the statutory rights of any consumer.

3. THE PRICE AND PAYMENT

- 3.1 The price shall be the price set out overleaf. The Price is inclusive of VAT at

1 the rate ruling on the date of the Seller's invoice. There shall be no cancellation once payment has been taken.

3.2 Payment of the price shall be made in full upon the date of order unless the order value exceeds £1000.

3.3 Payment of the Price on orders exceeding £1000 shall be made as to 50% of the Price upon the date of order and the balance six weeks later or upon delivery of the Goods (which shall also be the date of the invoice where applicable) which ever is soonest. Time for payment shall be of the essence.

3.4 Interest due on overdue invoices shall accrue from the date when payment becomes due until the date of payment at the rate of 4% above Lloyds TSB Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

4. THE GOODS

The quantity and description of the Goods shall be as set out in the description overleaf.

5. WARRANTIES AND LIABILITY

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purchase, merchantability or conditions of the Goods and whether implied by statute or common law or otherwise are excluded. The Seller may from time to time make changes in the specification or description of the Goods which are required so as to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness of the Goods.

6. DELIVERY OF THE GOODS

Delivery of the Goods shall be made at the discretion of the Seller either to the

Seller's address Or at an address notified by the Buyer to the Seller as set out overleaf. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The risk in the Goods shall pass upon delivery being made or upon tender for delivery.

7. ACCEPTANCE OF THE GOODS

7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.

7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8. TITLE AND RISK

8.1 The Goods shall be at the Buyer's risk as from delivery or tender of delivery.

8.2 In spite of delivery or tender of delivery having been made the Property in the Goods shall not pass from the Seller until:

8.2.1 the Buyer shall have paid the Price in full; and

8.2.2 no other sums whatever shall be due from the Buyer to the Seller.

9. REMEDIES OF BUYER

9.1 Where the Buyer rejects and Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.

9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then Seller shall have no liability whatever to the Buyer in respect of those Goods.

9.3 The Seller shall not be liable to the Buyer for late delivery of the Goods.

9.4 The Seller shall be under no liability whatever to the Buyer for any indirect

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loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.

9.5 Under no circumstances shall the liability of the Seller exceed the price of the Goods.

10. PROPER LAW OF CONTRACT

This contract is subject to the law of Kingdom of Cambodia and all disputes arising thereunder shall be subject to the exclusive jurisdiction of the courts of The Kingdom of Cambodia.

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