

## TRADING TERMS

### GENERAL

1. The following terms are applicable to all orders from customers of Lynx Dry Cleaning Supplies Ltd. and they are the only terms upon which Lynx undertake business.
2. In these terms,  
"Retailer" means the customer of Lynx  
"the Company" and "Lynx" mean Lynx Dry Cleaning Supplies Limited, company registration No 6702006  
"Customer" includes an account holder  
"Agreement" means these trading terms
3. Customers must carry one or more of the Lynx product lines.

### INITIAL ORDERS

4. The first initial order must meet the minimum requirements set out..

### TITLE

5. The title to all goods supplied remains with Lynx until paid for in full. Until payment is received in full, Lynx are entitled to recall all goods for which payment is outstanding and the retailer shall comply forthwith with any such recall.
6. No intellectual property rights in the products or any publicity or other material pass under this agreement, or under any other contract between the Company and the Retailer.

### DELIVERY

7. Delivery is ex-stock from our warehouse subject to availability. The Company advises Retailers to confirm urgent orders by telephone.

### DAMAGE AND SHORTAGE CLAIMS

8. No claim for damage will be accepted unless notified in writing within 72 hours of receipt of the goods. All goods claimed to be damaged must be returned to Lynx.
9. Shortages must be advised within 24 hours of receipt in writing.

### PAYMENT

10. First order to be paid on order and prior to delivery. Thereafter thirty days net where credit checks are satisfactory. Credit facilities will only be given to accounts exceeding £500 turnover per annum. Credit terms are only granted in accordance with the Company's credit policy.

### CARRIAGE

11. Carriage is as per list amended from time to time.

### RETURNS

12. Lynx will not swap products and do not work on a sale or return basis. Any items returned that are not faulty will be returned to the retailer and the carriage cost charged to the retailer's account, unless return has been authorised by our office. Where return has been authorised, the retailer must state the authorisation number failing which the shoes will be returned as above.

### INTERNET SALES

13. Retailers are not permitted to engage in advertising or sale to the public of Lynx products over the internet, unless authority in writing has first been obtained from Lynx. Unauthorised advertising or sales of Lynx products on the internet is a default event.
14. The terms on which Lynx authorises retailers to make internet sales are set out in Lynx's Internet Sales Policy. All authorised Retailers are bound by the terms of the Internet Sales Policy and failure to adhere to the terms of the policy is a default event.

### TRANSSHIPPING

15. To protect Retailers' investments and to continue with the ability to sell the Company's products, transshipping is not allowed and is a default event.

COMPANY IMAGE

- 16. Lynx strives to set the highest standards of excellence and quality in all aspects of the Company. The Company requires an equal commitment from its Retailers to maintain excellent services. If in the view of the Company any activity of a Retailer causes damage to these standards, the Company may treat such activity as a default event.

TRADE NAMES & IMAGES

- 17. All trade names, images (whether for advertising or any other purpose), and logos used or supplied by Lynx are the property of and are owned solely and exclusively by the Company and its share holders. No Retailer or third party is permitted to use such items without the written consent of the Company. Any unauthorised use or publication is a default event.

ADDITIONAL POLICIES

- 18. Lynx has established additional policies, and the policies in force from time to time are part of these terms. The policies can be found in the Company handbook a copy of which will be sent out once a year to each Retailer. It is the responsibility of the Retailer to find out whether there have been any policy amendments since it last received a handbook and if so to obtain a revised copy.

DEFAULT EVENTS

- 19. If any default event occurs, Lynx may in its sole discretion impose one or more of the following sanctions, with which the Retailer hereby agrees to comply:
  - a. Immediate termination of the agreement with the Retailer
  - b. Suspension of the Retailer's account for 10 days, after the end of which, if the Retailer has not rectified the default event, Lynx may terminate the agreement with the retailer.
  - c. Imposition of a fine of £1,000 on the retailer which if unpaid within 7 days shall be treated as a debt.
  - d. Requirement that the Retailer make payment or reimbursement of any losses and damage (including third party claims) incurred by Lynx as a consequence of the default event, and the retailer indemnifies the Company against any losses including consequential losses.
  - e. Lynx may refuse to supply orders to the Retailer.

TERMINATION

- 20. Lynx may terminate the agreement with the Retailer on 30 days notice to the Retailer. The Retailer may terminate the agreement by written notice to the Company.
- 21. Upon termination, the Retailer
  - a. shall not be entitled to claim any compensation or damages from the Company
  - b. shall not be entitled to return or receive refunds for any samples or stock that it has purchased from the Company
  - c. shall remain bound by the provisions of the agreement save that there shall be no obligation to order stock.

GOVERNING LAW & JURISDICTION:

- 22. The law of England and Wales shall apply exclusively to the agreement, and the courts of England shall have exclusive jurisdiction.

Accepted and agreed upon: ..... day of ..... 200..... By:

Business Name: .....

Signed (authorised signatory).....

Print Name: .....

Title: .....