1. GENERAL CLAUSES
The clauses (including the definitions and the rules of interpretation) set out in the document entitled "General Clauses of the Terms & Conditions of Carrington Textiles Limited" shall apply to and are incorporated in these Conditions.

2. APPLICABILITY OF CONDITIONS
2.1 The Conditions apply to all Contracts to the exclusion of any other terms and conditions including those stipulated or referred to by the Buyer or which the Buyer may attempt to apply (including in the purchase order or agreements proceedings the formation of the Contract) even if any such terms and conditions contain a provision inconsistent with or which purports to exclude the Conditions or which purports to provide that the delivery of any Goods by Carrington shall constitute acceptance of such terms and conditions (which clause shall, in addition to the rest of such terms and conditions, be of no effect and the Conditions shall prevail).

2.2 Any Quotation is deemed to be an offer by Carrington to sell Goods pursuant to the Conditions. Any variation of the Conditions shall be ineffective unless agreed in writing by Carrington and signed by an authorised representative of Carrington on its behalf.

2.3 Any variation of the Conditions shall be ineffective unless agreed in writing by Carrington and signed by an authorised representative of Carrington on its behalf.

2.4 Agreements, statements or warranties made or given by Carrington or its servants and agents (whether orally or in writing) shall not be deemed to form part of the Contract unless the Buyer or the Buyer's agent have induced the Buyer to enter into the Contract unless it is contained in any Quotation or in any document to which reference is made in it.

2.5 The Buyer acknowledges that the conditions (inclusive of any documents to which reference is made in it) are not inconsistent with or which purport to exclude the Conditions or which purport to provide that the delivery of any Goods by Carrington shall constitute acceptance of any terms and conditions (which clause shall, in addition to the rest of such terms and conditions, be of no effect and the Conditions shall prevail).

2.6 No circumstances shall Carrington have any liability whatsoever for any advice provided to the Buyer unless and until Carrington shall at any time be entitled to deduct from or set off against any amounts payable by the Buyer to the Buyer such sums as the Buyer owes to Carrington.

2.7 In no circumstances shall Carrington have any liability whatsoever for any advice provided to the Buyer unless and until Carrington shall at any time be entitled to deduct from or set off against any amounts payable by the Buyer to the Buyer such sums as the Buyer owes to Carrington.

2.8 Nothing in the Conditions shall prevent Carrington's entering into any agreement with any third party whose business is similar to or in any way competitive with the business of the Buyer.

2.9 All terms, conditions, warranties and representations (whether implied or made expressly) by Carrington or by its servants or agents (other than those expressly warranted in the Conditions) shall also apply to the Buyer.

2.10 The Conditions express the entire agreement between the Parties and supersede any negotiations or prior agreements on their subject matter.

2.11 Nothing in the Conditions shall restrict or exclude liability for death or personal injury caused by the Buyer's negligence or for the Buyer's breach of the Conditions.

3. ORDERS
Notwithstanding that Carrington may have provided the Buyer with a Quotation, no Order shall be binding on Carrington uncontractually and it has been confirmed in writing by Carrington.

4. TOLERANCES
4.1 Carrington shall be entitled to make reasonable variations in dimensions, construction and properties and in any event, in the case of continuous filament threads, shall be entitled to make variations covered by the tolerances or exemptions from time to time laid down by the Bureau International pour la Standardisation des Fibres Artificielles ("BIFSA")

4.2 Carrington shall be entitled to make such modifications to the Goods as it deems necessary or desirable in order to conform to the Buyer's specific requirements or for the Buyer's benefit.

4.3 The aggregate length stated or calculated from the relevant Contract provided that the Price for such Goods shall be adjusted pro rata to the discrepancy.

5. PRICE
5.1 The Price for any Goods shall be that set out in the relevant Contract.

5.2 Carrington shall be entitled to give notice to the Buyer at any time before delivery to increase the Price of any Goods in order to reflect any increase in the cost to Carrington which is due to factors occurring after the making of the Contract which Carrington reasonably considers to exceed the reasonable control of Carrington (including any increase in the costs of wages, overheads, materials or other manufacturing costs, foreign exchange fluctuations, alteration in taxation, alteration of duties; any change of delivery dates, quantities or specifications of the Goods which is requested by the Buyer; any instructions of the Buyer or any failure of the Buyer to give or delay the supply of the Buyer in giving Carrington adequate information or instructions; any failure by the Buyer to give or delay the supply of the Buyer in taking delivery of Goods or any act or default on the part of the Buyer or its servants, agents or employees).