



# TRADE ORDER FORM

## TOETOE® SOCKS SPECIALLY DESIGNED FOR EVERYDAY WEAR AND YOGA&PILATES

UNISEX – ONE SIZE STRETCH 4 – 11 - 90% COTTON 10% ELASTANE				MEN – ONE SIZE STRETCH 7-13											
<b>ANKLE</b>	£2.50	QTY		<b>STRIPY</b>	£3.00	QTY		<b>RUBBER SOLE</b>	£2.65	QTY		<b>MEN PLAIN</b>	£2.65	QTY	
Lilac				Red				Red				Black			
Fuchsia				Green				Mid-blue				Navy			
Jade				Purple				Black				Grey			
Orange				Brightoe Wt				Mud brown				<b>TOTAL</b>			
Earth				Rosty				Blk&Mid-blue							
Cream				Toering				Blk&Grey							
Smoke				Denim				<b>TOTAL</b>							
Pink				Rainbow											
Yellow				Cream Line				<b>OVERKNEE</b>	£3.50	QTY		<b>BUSINESS</b>	£3.00	QTY	
Purple				<b>KNEE HIGH</b>	£3.00	QTY		Pink clouds				Blk/MidBl			
Deep Green				Black				Rainbow				Blk/ Brngnd			
Jeep				Navy				Denim				Blk/D Green			
Burgundy				<b>TOTAL</b>				Blk&Fuchsia				<b>TOTAL</b>			
Navy								Blk&White							
Lime green				<b>ANKLET</b>	£2.25	QTY		Blk&grey							
Mud brown				Navy				<b>TOTAL</b>							
Pink Dust				White											
White				Sky blue				<b>Protect 6-11</b>	£1.25	QTY		<b>FASHION</b>	£3.00	QTY	
Black				Black				Black				Blk/Grey			
Sky blue				Rainbow				Dark brown				Green Life			
Red				B&W				Navy				Blue Grey			
Mid-blue				White&Mid-blue				<b>TOTAL</b>				Blk/Grey			
<b>TOTAL</b>				<b>TOTAL</b>								<b>TOTAL</b>			

## TECHNICAL TOETOE® SOCKS SPECIALLY DESIGNED FOR SPORTS AND OUTDOOR

<b>WALKER</b> 53% acrylic, 23% wool, 14% CoolMax®, 8% nylon	<b>TERRY WALKER</b> 90% merino wool, 9% nylon, 1% elasthane	<b>LINER</b> 83% Coolmax , 14% nylon, 3% elasthane	<b>RUNNER TRAINER</b> 92% CoolMax®, 7% acrylic, 2% elasthane																																																																																
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Allthere Limited

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info@toesocks.co.uk

Reg in the UK 4216153 VAT Number 788642667

**Delivery time is subject to availability**

BUYER'S NAME :

### CUSTOMER DETAILS

Company	
Address	
Address	
Post Code	
Tel	
Fax	
E-mail	
Delivery date	
Customer Code	
BUYER'S SIGNATURE :	

Signed in acceptance of terms and conditions as listed over leaf

<p>1. Definitions.</p> <p>In these terms and conditions.</p> <p>a) "the Company" means Allthere Ltd.  b) "the Customer" means the person named on any invoice or estimate, or the person or person to whom any such invoice or estimate is addressed, or the persons or persons with the company has, or will have contact.  c) "the Goods" means the goods (including any installation of the goods) specified on any quotation or order form, invoice or estimate supplied to the Customer, or to be supplied to the Customer, under any contract.  d) "the Contract" means the contract for the sale and the purchase of goods.  e) "these conditions" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer.  f) "writing" includes telex, cable, facsimile and comparable means and communication.</p> <p>2 Formation of Contract</p> <p>2.1 The company shall sell and the customer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted, or purported to be accepted, or any such order is made or purported to be made, by the Customer.</p> <p>2.2 No variation to these Conditions shall be binding unless agreed in writing by the Managing Director of the Company.</p> <p>2.3 The Company's employees or agents are not authorized to make any representations concerning the Goods and so such representation shall be binding on the Company, unless confirmed by the Managing Director of the Company in writing. In entering into the Contract the customer acknowledges that it does not rely on and waives any claim for breach of, any representation which are not so confirmed.</p> <p>2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents to the Goods which is not confirmed in writing by the Managing Director of the Company is followed or acted upon entirely at the Customer's own risk.</p> <p>2.5 Any typographical, electrical or other error or omission in any sales literature, quotation, price list, acceptance, offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.</p> <p>3 Orders</p> <p>3.1 No order submitted by a customer should be deemed to be accepted by the Company unless and until confirmed in writing by the company's authorized representative.</p> <p>3.2 The customer shall be responsible to the company for ensuring the accuracy of the terms of any order submitted by the Customer, and for giving the company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.</p> <p>3.3 The quantity, quality and description of, any specifications for, the Goods shall be set out in the Company's quotation (if accepted by the Customer) of the customer's order (if accepted by the Company).</p> <p>3.4 The description and illustrations contained in the company's catalogues, price lists and advertisements, or otherwise communicated to the Customer, are for illustrative purposes only and nothing contained in any of them shall form part of the contract.</p> <p>4 Specification</p> <p>4.1 The Company reserves the right to make any changes in the specification in the goods from the sample range shown which do not materially affect their quality including variations in shade or colour. Such changes shall not entitle the customer to return the Goods or claim damages.</p> <p>5 Cancellation by Customer</p> <p>No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company full against all loss (including loss of profits) costs including the costs of all labour and materials used, damages, charges and expenses incurred by the company as a result of cancellation.</p> <p>6 Price</p> <p>6.1 The price of the Goods shall be the Company's published price list current at the date of acceptance of the order.</p> <p>6.2 The Company reserves the right, by giving the notice to the Customer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the company which is due to any factor beyond the control of the company (such as, and without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specification for the goods which is requested by the Customer or any delay caused by any instructions of the Customer to give the Company adequate information or instruction.</p> <p>7 Delivery Charges</p> <p>Except as otherwise agreed in writing between the Company and the Customer, where the Company agrees to deliver the Goods otherwise than at the company's premises, the Customer shall be liable to reimburse any charges incurred by the company in respect of transport, packaging, insurance and all related delivery charges. When Goods are exported the price is FOB and the Customer shall bear all and any other charges.</p> <p>8 Value added Tax</p> <p>All prices are exclusive of any applicable value added tax for which the Customer shall be additionally liable to the company.</p> <p>9 Payment</p> <p>9.1 Subject to any special terms agreed in writing between the customer and the company, payment for the goods shall be made by approved credit account customers within 30 days from the date of delivery including such day.</p> <p>9.2 All other customers shall pay the price of the Goods within 30 days of the date of the company's invoice, notwithstanding that delivery may not have taken place and the property in the goods has not passed to the Customer. The time of payment of the price shall be the essence of the contract.</p> <p>9.3 If the Customer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:</p> <p>a) cancel any contract or suspend any further deliveries to the customer.  b) appropriate any payment made by the customer to such of the Goods (or the goods supplied under any other contract between the company and the customer) as the company may think fit (notwithstanding any purported appropriation by the customer); and  c) charge the Customer interest (both before and after any judgment) on the amount unpaid, at a rate of 1.5% per month from the due date for payment until the actual date of payment.</p> <p>9.4 The customer shall reimburse the Company in full for any costs expenses incurred in the collection of overdue invoices.  9.5 Each time a cheque is presented the Customer shall pay to the Company 20.00.  9.6 In the event of default by the customer the Company shall be entitled to recover from the customer all costs and losses involved in transporting and reselling the Goods.</p> <p>10 Delivery</p> <p>10.1 Delivery of the Goods shall be made by the customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or some other place is agreed by the Company, by the Company, delivering the Goods to the place.</p> <p>10.2 Any dates quoted for delivering of any goods are approximate only and the Company shall not be liable for any delays in delivery of any Goods however caused. Time for delivery shall not be of the essence of the Contract. The Goods may be delivered by the Company in advance of the quoted delivery date upon reasonable notice to the customer.</p> <p>10.3 Where any goods are to be delivered instalments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions, or any claim by the Customer in respect of any one or more instalments, shall not entitle the Customer to treat the Contract as a whole as repudiated.</p> <p>10.4 If not withstanding paragraph 10.2 the company incurs any liability for late or non-delivery, the Company's liability shall be limited to the excess (if any) of the costs to the Customer (in the cheapest available market of similar goods to replace those not delivered over the price of the goods, and in any event shall not exceed one half of 1% of the contract price per week of delay up to a maximum of 10% of the total.</p>	<p>10.5 If the Customer fails to take the delivery of the Goods, or fails to give the company adequate delivery instructions at or by the time stated for delivery the, without prejudice to any other right or remedy available to the company, the Company may:</p> <p>a) store the Goods until actual delivery and charge the customer for the reasonable costs (including insurance of the storage; or  b) sell the Goods at the best price readily obtainable and charge the Customer for any shortfall below the price under the contract and all reasonable storage and selling expenses.</p> <p>11 Risk</p> <p>Risk of damage to the Goods shall pass to the Customer:</p> <p>a) in the case of Goods to be delivered at the Company's premises, at the time when the company notifies the customer that the Goods are available for collection, and  b) in the case of Goods to be delivered otherwise than at the Company's premises at the time of delivery of the Goods to the carrier whether or not the Customer takes delivery of the Goods.  c) From the time of the passing or risk the Customer shall insure the Goods for full value.</p> <p>12 Reservation of Title</p> <p>12.1 The Goods sold under these conditions shall remain the absolute property of the Company and legal title in the Goods shall remain in the Company until payment in full of all amounts invoiced or due to the company in respect of the goods, or until the Goods are resold by the Customer whichever shall first occur. If the customer shall be in breach of any term or condition of this agreement or shall enter into liquidation, have a wind-up order made against it, or have a receiver, administrator or administrative receiver appointed over its assets, income of any part thereof before the property in the goods has passed in accordance with this Condition, the company shall be entitled after giving notice of its intention to repossess the Goods to enter upon the premises of the Customer with such transport as may be necessary and to repossess any Goods to which it has title under the condition. No liquidator, receiver, administrator or administrative receiver of the customer shall have authority to sell Goods to which the Company has title without the prior written consent of the Company.</p> <p>12.2 Until such time as the property in and legal title of the Goods passes to the Customer. The Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the goods separate from those of the Customer and third parties and properly stored, protected, insured and identified as the company's property. Until that time, the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale of the Goods, including insurance proceeds, and shall keep all such proceeds separate from any moneys of the Customer and of third parties. Upon the sale or other disposal of the Goods prior to the passing of title the Customer and if a limited Company its directors shall hold the proceeds on trust for the company.</p> <p>12.3 The Customer shall not be entitled to pledge or charge, by way of security for any indebtedness, any of the Goods which remain the property of the Company but, if the Customer does so, all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.</p> <p>12.4 The Company shall be entitled to maintain an action for the price of the Goods notwithstanding that title in them has not passed to the Customer.</p> <p>13 Warranties</p> <p>13.1 Subject to the conditions in paragraph 13.2, the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship.  13.2 The warranty in paragraph 13.1 is given by the Company subject to the following conditions:</p> <p>a) The company shall be under no liability in respect of any defect arising from fair wear and tear or willful damage.  b) The company shall be under no liability under the warranty in paragraph 13.1 (or any other warranty conditions or guarantee) if the total price for the goods has not been paid by the due date for payment.</p> <p>13.3 Any claim by the Customer of any kind including a claim which is based on any defect in the quality or condition of the Goods, or their failure to correspond with specification, shall be notified to the Company in writing within seven days from the date of delivery whether or not the defect or failure was not apparent or reasonable inspection. If the Customer does not notify the Company accordingly, the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as the Goods had been delivered in accordance with the Contract.</p> <p>13.4 Subject to the express provisions of these Conditions or other terms implied by statute or common law excluded to the fullest extent permitted by law.</p> <p>13.5 Where any valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods., or their failure to meet specification, is notified to the Company in accordance with these conditions, the company shall be entitled to repair, or replace the Goods (or the items in question) free of charge or, at the company's sale discretion, all the customer credit for their invoice value, but the Company shall have no further liability to the Customer.</p> <p>13.6 In the event of a claim the Customer shall not be entitled to withhold payment for any part of these Goods nor to exercise any set off nor to stay of execution.</p> <p>13.7 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation or any express or implied warranty, condition or other term for any consequential loss or damage (whether for loss profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever.</p> <p>13.8 The customer warrants:</p> <p>a) That they shall offer the Goods for sale only through the retail outlets approved by the Company</p> <p>14 Force Majeure</p> <p>The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the company's obligations in relation to the Goods, if the delay or failure was due to force majeure or any other cause beyond the company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:</p> <p>a) imposition of import or export regulations  b) government action, expropriation or confiscation of facilities, war, terrorist, activity or riot  c) fire, flood, strike, or breakdown in machinery  d) acts of God, or other exceptionally severe weather conditions  e) strikes or other industrial action or disputes whether involving employees of the Company or of any third party.</p> <p>15 Insolvency of Customer</p> <p>If the Customer, being a body corporate, shall pass a resolution or suffer an order of the Courts to be made for winding – up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, purpose or enter into any composition or arrangement with his / their creditors, or have a bankruptcy order made against him or them, then the company shall have the right without prejudice to any other contract with the Customer, not to proceed further with the contract, and shall be entitled to charge for costs and expenses already incurred and for goods and materials, already purchased for the Customer, such charge to be an immediate debt due from the Customer.</p> <p>16 General</p> <p>16.1 Any notice required or admitted to be given by either party to other under these Conditions shall be in writing addressed to that other party at its registered or principal place of business or such other address as may at the relevant time have been notified pursuant to these provisions to the party giving the notice.</p> <p>16.2 No waiver by the Company of any breach of any Contract by the Customer shall be considered as a waiver of any subsequent breach of that or any other provision.</p> <p>16.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole part, the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected.</p> <p>16.4 The paragraph headings are for each of reference only and shall not effect construction.</p> <p>17 Applicable Law</p> <p>The Contract and these Conditions shall be governed by and constructed in accordance with English Law and the parties acknowledge and accept the exclusive jurisdiction of the English Courts.</p>
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