

**STANDARD TERMS & CONDITION OF SALE OF MABY CORPORATE CLOTHING (UK) Ltd  
T/A BADGE DESIGN EMBROIDERY and PRIMATE SPORTS**

All business of the above company (Known respectively or severally at any time as the "Company") in respect of all sales agreements with purchasers (the "Customer") of Goods belonging to the Company is carried on subject to the following Terms and conditions (the "Terms") except where varied by specific written agreement of the Company. In placing an order with the Company the Customer shall be deemed to have agreed to and accepted these Terms at all times. In these Terms the "Contract" is the Contract for the supply of Goods by the Company to the Customer for money or money's worth formed by the Company's acceptance of the Customer's order on the Company's Terms.

1. No order will be binding on the Company unless and until accepted by the Company in writing or by delivery of any Goods being the subject of the order.

2. All orders are accepted by the Company at its sole discretion and only on the basis that these Terms (or any aforesaid variation) apply to the order and any terms endorsed on or contained or referred to in any Customer's order or other communications issued to the Company which are inconsistent with these Terms or are not specifically agreed to in writing by the Company shall be deemed to be superseded and nullified by these Terms.

3. The Company reserves the right to amend any error or omission on price lists, quotations, orders and confirmations, invoices or credit notes at any time.

4. While all shipping and delivery dates issued by the Company are given in good faith and all reasonable efforts will be made to adhere to them, the Company accepts no liability for any failure to comply with such dates. Delays caused by force majeure or by reason of any cause beyond the Company's reasonable control and accordingly time of delivery shall not be subject to any pre-agreed guarantees of delivery.

5. The Company shall be entitled to make partial deliveries and failure to deliver part only of any order shall not entitle the Customer to reject the Goods. Any unexpected short deliveries must be notified to the Company within 3 days.

6. If the Customer fails to take delivery of the Goods on delivery, the Company shall without prejudice to its other rights, be entitled to store the Goods at the Customer's expense and risk and the Customer shall pay all storage and additional carriage costs incurred.

7. While every effort is made to supply Goods in accordance with samples, designs and or agreed specification the Company reserves the right to modify designs, specifications and materials at any time where such modifications do not materially affect the quality, function or fitness for purpose of the Goods or to comply with any applicable standards or legal requirement.

8. The retail prices quoted in Company's price lists or other communications shall not limit the Customer's right to set its own wholesale or retail prices.

9. All prices published or quoted by the Company are exclusive of V.A.T or other state or local taxes and unless otherwise notified in writing to the Customer, all Goods will be invoiced at the price stipulated in the Company's published price list current at time of acceptance of order in the case of orders for delivery in instalments each instalment shall be invoice at the price stipulated in the Company's published price list at the date of despatch of such instalment. We do not guarantee that our website will remain available or that all the material used is kept current including the prices and availability of stock items.

10. Where UK Customer's single delivery address is in the UK, prices for delivery will vary according to the weight of the order to be despatched. The price charged will be as indicated on the advised pricelist and website. The Company shall reserve the right to amend these charges without notice

11. For all orders requiring delivery to an overseas destination, all carriage is extra to the total invoice price of the Goods and chargeable according to Customer's preferred means of delivery.

12. Unless otherwise agreed, for accepted trade Customer accounts the Company shall invoice the Goods on or after despatch of the Goods and shall also be entitled to invoice each instalment as and when such is despatched. Payment of all sums due in respect of Goods, in money or money's worth, shall be made in sterling within 14 days of the date of the relevant invoice. The Company shall be entitled to pursue by all legal means all monies outstanding beyond this date even if property in all or part of the relevant Goods has not passed to the Customer. The company reserves the right to make an additional charge to cover any additional administrative expenses which it may thereby incur. For bespoke team kits a deposit paid in advance of 50% is required

13. Where payment is not made in full by the due date then without affecting any other right which it may have, the Company may deduct all outstanding amounts from monies due to the Customer on any account whatsoever. The Company will issue a reminder of the amounts outstanding, should no payment be received within 14 days of this reminder then a Credit Management company, appointed by the Company, will be instructed to recover the debt.

14. All amounts referred to the Credit Management company will attract an additional charge, payable directly to the Credit Management company. Represented cheques will incur a £ 30.00 charge. Additionally, the company reserves the right to apply an administration fee which will be £30 per outstanding invoice plus 5% of the invoice.

15. Unless otherwise agreed, between the Company and the Customer, export trade sales shall be subject to FOB Terms (as defined in the latest published version of Inco Terms at any time) and the Customer shall be responsible to obtain all import licences, clearances and consents necessary to ensure that Goods comply with all legal requirements wherever arising.

16. The Customer may not withhold or make any deduction from or set off against any payment due to the Company without prior written agreement of The Company

17. The Company will at its option replace/refund any Goods that are shown to the Company's reasonable satisfaction to be defective in materials or workmanship at the time of delivery or to be a shortfall in quantity delivered provided that:

17.1 the Customer inspects the Goods on delivery and notifies the Company in writing of any alleged defects, shortage or damage within one week of delivery and if the Customer fails to comply with these provisions, the Goods shall be deemed to be in accordance with the Contract and free from any defect, shortage or damage which would be apparent on a reasonable inspection;

17.2 when signing for deliveries the Customer must report any damage or shortage clearly on the delivery note;

17.3 loss or non-delivery must be notified to the Company in writing and to the carrier within 14 days of the despatch date on the advice note or invoice;

17.4 where a defect would not have been apparent on a reasonable inspection of Goods under clause 17.1, the Customer notifies the Company as soon as reasonably possible when the defect becomes apparent or within 90 days of delivery whichever is sooner; and

17.5 The Customer provides all information and assistance required by the Company to investigate or determine any suspect defect and, if required, permits the Company to inspect the Goods concerned at its premises.

17.6 The Company is not liable for any errors in print or embroidery, whereby there is any ambiguity whatsoever as to what is required. A sample service is offered, should the Customer waive this option, then the risk of error solely lies with the customer unless a sample had been provided and an error is made subsequent to that sample and there have been no interim changes advised by the customer. If the customer supplies artwork or embroidery digitisation files then The Company is not liable for the subsequent quality of the image produced. If the customer supplies their own goods for print or embroidery, then they do so accepting that they are suitable for the embellishment of their choice. Digitised designs and artworks provided by The Company remain the ownership of The Company until a release fee has been paid by the Customer. Digitisation charges paid for by the customer are for design service, and does not give the Customer ownership of the digitised design or artwork created.

18 Clause 17 defines the Company's full liability in respect of the Goods and Services. All other conditions, Warranties or other undertakings concerned with the Goods or Services whether express or implied by statute, common law, custom, usage or otherwise, are excluded except that nothing in these Terms shall exclude any liability of the Company for death or injury resulting from negligence or for breach of Terms as to the title under Section 12 of the UK Sale of Goods Act 1979. Save where English law prohibits such limitation of liability and without prejudice to clause 17 the liability of the Company shall not in any circumstances exceed the invoice value of Goods or Service in question. Nothing in these terms and conditions shall make The Company liable to the customer for any Consequential Loss either directly or indirectly for any reason, including any website owned by The Company, or expense liability loss.

19 Without prejudice to the provisions of clauses 17 and 18, the Company shall not be liable for any costs, damages, losses or expense arising out of any tortious act or omission or any breach of Contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals.

21 No order may be cancelled and no Goods returned without the written agreement of the Company, the returns procedure in such circumstance being detailed in clauses 32, 33 below. Orders for Goods that have been specifically made to order or have had a logo applied can not be cancelled after they have been made. If there is an error that the Company has made then, subject to clauses 17 and 18, the goods will be replaced

22 All Goods supplied or sold to the Customer by the Company shall be at the Customer's risk as soon as they are delivered to the Customer's designated premises or destination or the risk will pass onto the Customer immediately upon the goods leaving our premises if we are to deliver the goods to a third party at the Customer's request.

23 All Goods shall remain the property of the Company until such time as the Customer shall have paid the agreed price for the Goods, together with the full price of any other Goods sold to the Customer, payment for which is outstanding, and until the property in the Goods passes to the Customer, the Customer shall;

23.1 hold such Goods as fiduciary for the Company and shall store, mark and maintain them in such a way that they are readily identifiable as the Company's property and shall not mix them with any other Goods;

23.2 store and maintain the Goods safely in good saleable condition and insure them for their full replacement value;

23.3 not pledge or allow any lien, charge or other interest to arise over the Company's Goods or title document;

23.4 agree that the Company shall be entitled to take possession of any Goods and revoke the Customer's right to sell or use such Goods at any time and the Customer grants to the Company an irrevocable right to enter any premises where the Company's Goods are stored or thought to be stored at any time for the purpose of inspection or repossession of the Goods.

23.5 The Company shall have the right to cancel all or any Contracts with the Customer or withhold delivery of any Goods

25 The Construction, validity and performance of all Contracts between the Company and any Customer or party at any time shall be governed by English Law and shall be subject to the exclusive jurisdiction of any English Court although this shall not limit the right of the Company to commence proceedings in any other jurisdiction the Company deems appropriate

26 The Company shall not be liable in any way for loss, damage or expense arising directly or indirectly from any failure or delay in performing any obligation under any Contract causes by circumstances beyond its reasonable control, which shall without limiting the generality of the foregoing be deemed to include war, any military action or force, terrorism, riot, civil commotion, vandalism, strife, sabotage, or breakdown, accident or damage to machinery, equipment, facility, or fire, flood, state legislative or administrative intervention, acts of god, strike, lock-out or industrial dispute (whether or not affecting employees of the Company or its suppliers) or shortage of materials or inability of the Company to procure or access specific material or supplies. In the event of any such occurrence the Company may at its sole discretion perform, suspend or terminate any Contract provided always that it has duly notified the Customer of such occurrences and that no reasonable alternative remedy is immediately available.

27 The Company will at its sole discretion supply to the Customer such quantities of promotional material as it deems reasonable to promote the Goods at the point of sale and thereafter any further or additional quantities of promotional material requested by the Customer from the Company will be supplied at the Customers expense and billed accordingly by the Company.

28 The Customer shall ensure that in connection with the Goods or their packaging or promotion material the Company's name, reputation, trade marks, logos or images are not misrepresented or used in any other context other than to identify and promote the Goods and that such name, trade marks, logos or images are not added to, extended, obscured, removed, defaced, altered or otherwise impinged upon in any way.

29 Trade marks, logos or images supplied by the Customer may be used in or in connection with the promotion of the sale of Goods concerned in advertising material, retail outlets, catalogues, internet trading and provided that the Company's prior written consent to the manner and form in which they are used is obtained. Liability for the use of trademarks, logo's or images solely lies with the Customer supplying them.

Any part of these Terms that is void or made unenforceable by English Law shall be deemed severable and shall not affect any other part of these Terms.

31 No waiver or forbearance by the Company whether express or implied in enforcing any of its rights under the Contract shall prejudice its rights to do so at any time in the future.

32 The Company does not operate or enter into sale or return agreements. Any Goods returned without Company authorisation, where no fault is attached to the Company in respect of its obligations carried out, or to be carried out, remain liable to be paid for or the Company compensate for any costs or loss of revenue incurred by it as a result of such returns make.

33 Faulty goods must be returned within one week of supply with the fault clearly indicated without defacing the garment/product

34 The RETURNS PROCEDURE for Goods in connection with clause 21 must be only sent to the respective Warehouse address as advised by the Company. Returns will only be accepted by prior arrangement. Under no circumstances whatsoever will soiled, worn or washed goods be accepted. These will be returned to you immediately. Underwear is strictly non-returnable. All goods must be returned in their original, undamaged, garment packaging, if so supplied in. Failure to do so will result in the returned goods being refused. Agreed refunds will only be made via BACS payment.

35 Returns, where there is no fault with the goods, and where we have supplied what has been requested, will incur a 15% restocking charge plus any administrative and delivery costs that the Company has or will incur. Non faulty goods supplied with any printing and/or embroidery, can not be returned for credit. Goods, paid for by credit or debit card, that are returned but not faulty and a refund against the credit or debit card is required will incur a £12 charge to cover The Company for Chargeback Retrieval Fee as applied by the Card machine providers.