

Terms and Conditions of Business

These conditions together with the terms of any quotation or order forms produced by the Company and subject to any variation or amendment (agreed in writing and signed as detailed in 2.3 below) ("the Terms") apply to all the Company's sales and set out the whole agreement between you and the Company. Please ensure that you read and understand the Terms and that all the details are complete and accurate before you submit your order because you will be bound by the Terms once the contract comes into existence.

The buyer's attention is in particular drawn to the provisions of condition 11.4

1. Interpretation

1.1 The definitions and rules of interpretation in this Term apply in these conditions.

Buyer: the person, firm or company who purchases Goods and/or services from the Company.

Company: MBLEM-Wear Limited, Unit 2, Townfoot Industrial Estate, Brampton, CA8 1SW (Company Number 5805664).

Contract: any contract between the Company and the Buyer for the sale and purchase of Goods and/or Services, such to incorporate these conditions.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

Services: any embroidery or customising service to be supplied to the Buyer by the Company.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. Application of terms

2.1 The Contract shall be on the Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). In the case of any inconsistency between these conditions and any term of any quotation or order form produced by the Company and forming part of the Contract the term of the quotation or order form shall prevail.

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 Any variation to these Conditions or the terms of any quotation or order form shall have no effect unless expressly agreed in writing and signed by Rose Logie Ronney of the Company.

2.4 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.5 Each order or acceptance of a quotation for the purchase of Goods or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to enter into a binding contract to buy Goods or Services subject to the Terms which the Company is free to accept or decline at its absolute discretion.

2.6 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or the Company delivers the Goods or Services to the Buyer whichever is earlier at which point a binding contract shall come into existence between the Buyer and the Company.

2.7 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.8 Any quotation is given on the basis that a binding contract shall only come into existence in accordance with condition 2.6. Any quotation is valid for a period of 7 days only from its date, provided that the Company has not previously withdrawn it.

2.9 The Company has the right to revise and amend these conditions from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in its system's capabilities. The Buyer will be subject to the policies, conditions and terms in force at the time that they order the Goods and/or Services from the Company, unless any change to those policies, conditions or terms is required by law or government or regulatory authority (in which case, such will apply to orders they have previously placed that the Company have not yet fulfilled).

3. Description

3.1 The quantity and description of the Goods or services shall be as set out in the Company's quotation or acknowledgement of order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or on its website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. Delivery

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods or Services shall take place at the Company's place of business.

4.2 The Buyer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for or delivery.

4.3 Any date specified by the Company for deliveries of Goods or Services is intended to be an estimate. The Company will take reasonable steps to meet any such estimate however occasionally delivery may be affected by factors beyond its control and so cannot be guaranteed. Time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.5 If for any reason the Buyer fails to accept delivery of any of the Goods or Services when they are ready for delivery in accordance with condition 4.2, or if the Company has duly agreed to deliver the Goods or Services at any other place but is unable to so deliver on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations except where this is caused by the Company's failure to comply with the Terms:

(a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

(b) the Goods shall be deemed to have been delivered and the Company shall have no liability to the Buyer for late delivery; and

(c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for the Company's reasonable related costs and expenses (including, without limitation, storage and insurance).

4.6 If the Buyer has not taken delivery of the Goods within 30 days of the Company notifying them that they are ready, the Company may, after giving the Buyer reasonable prior notice in writing, resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, pay the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below their price.

4.7 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods ordered.

4.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. Non-delivery

5.1 The quantity of any consignment of Goods as recorded by the Company on despatch or collection from the Company's premises shall be conclusive evidence of the quantity received by the Buyer unless the Buyer can provide conclusive evidence proving the contrary.

5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. Risk/title

6.1 The Goods are at the risk of the Buyer from the time of collection by the Buyer or dispatch to the Buyer.

6.2 Although the Company shall not be liable for any damage or loss caused by or occurring during the transit of goods from the Company's premises to the Buyer it will at the Buyers expense use its reasonable endeavours to assist the Buyer in recovering from the carriers the amount of such any damage or loss.

6.3 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and Services and all other sums which are or which become due to the Company from the Buyer on any account.

6.4 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

(a) hold the Goods on a fiduciary basis as the Company's bailee;

(b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if:

(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

(c) the Buyer encumbers or in any way charges any of the Goods.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, the Company's rights contained in this condition 6 shall remain in effect.

7. Price

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods and Services shall be the price set out in the quotation given to the Buyer by the Company.

7.2 Any prices displayed on the Company's websites or its brochures or advertising and marketing materials are provided for guidance only and the Company reserves the right to amend such prices at its discretion.

7.3 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to delivery, packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

8. Payment

8.1 Subject to condition 8.2 payment for all Goods and Services must be made in advance in pounds sterling.

8.2 The Company may at its discretion agree such other payment terms with the Buyer as it wishes. Whenever payment is not required in advance or upon delivery the Company may invoice the Buyer for the Goods or Services at any time after delivery. The Buyer must pay the invoice in cleared monies within 30 days of the date on the invoice.

8.3 Time for payment shall be of the essence.

8.4 No payment shall be deemed to have been received until the Company has received cleared funds.

8.5 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

8.6 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

8.7 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.

8.8 Without limiting any other remedies or rights the Company may have, if the Buyer does not pay the Company on time, the Company may cancel or suspend any other outstanding Order until the Buyer has paid the outstanding amounts.

9. Quality

9.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

9.2 The Company warrants that (subject to the other provisions of these conditions)

(a) the Services shall be delivered with reasonable skill and care within the meaning of ; and

(b) the Goods shall

(i) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

(ii) be fit for the purpose the Company say the Goods are fit for in the Contract or any reasonable purpose for which the Buyer uses the Goods.

(c) The Company shall not be liable for a breach of the warranties in condition 9.2 unless the Buyer gives written notice of the defect to the Company within 14 days of the time when the Buyer discovers or ought to have discovered the defect and the Company is given a reasonable opportunity after receiving the notice of examining such Goods and Services.

9.3 The Company shall not be liable for a breach of the warranty in condition 9.2 if:

- (a) the Buyer makes any further use of such Goods after giving such notice ; or
- (b) the defect in the Goods is caused by fair wear and tear, wilful damage, accident, negligence by the Buyer or any third party; or
- (c) the defect arises because the Buyer failed to follow the Company's oral or written instructions or if there are none good trade practice
- (d) the defect arises because the Buyer used the Goods in a way that the Company does not recommend; or
- (e) the Buyer alters or repairs such Goods without the written consent of the Company.

9.4 Subject to condition 9.2(c) and 9.39.2(b)(ii), if any of the Goods do not conform with the warranty in condition 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, return the Goods or the part of such Goods which is defective to the Company.

9.5 If the Company complies with condition 9.4 it shall have no further liability for a breach of the warranty in condition 9.2 in respect of such Goods.

10. The Buyers Property

Any goods or garments provided by the Buyer for the purpose of the Company effecting any process, embroidery, print or alteration on those goods or garments under the Contract shall at all times be at the sole risk of the Buyer and the Company shall not be liable for any damage caused to those goods or garments whilst they are in the Company's possession.

11. Limitation of liability

11.1 Subject to condition 4, condition 5, condition 9 and condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of the Terms;
- (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

11.4 Subject to condition 11.2 and condition 11.3 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.

12. Returns

No Goods will be accepted by the Company for return or credit unless previously agreed in writing within 30 days of issue. If agreed, Invoice Numbers must be quoted when returning goods. Goods that have been processed, altered, worn or washed or are in any way devalued or damaged are non-returnable. All goods supplied remain the property of the Company until such time as they have been paid for in full. If, on receipt, the goods supplied are found to be damaged or to contain a shortage, the Company must be advised in writing within 3 days of the said delivery otherwise no claims will be entered. Under no circumstances will the Buyer have the right to cancel a Contract for the supply of printed or embroidered garments and no printed or embroidered garments will be accepted as returns.

13. Third Party Rights

13.1 The Buyer warrants to the Company that the reproduction or use of any design, pattern, trade mark or logo and the use of any computer programme or other tooling's provided by the Seller to the Company for the purposes of the Contract shall not infringe any third party rights including intellectual property rights (which shall include without limitation such rights in copyright, patents, trade marks, design rights or moral rights) and the Buyer further agrees to indemnify the Company against all and any loss, damages or costs sustained by the Company arising out of any breach by the Buyer of the aforesaid warranty.

13.2 All designs, patterns, logos, computer programmes, or other toolings supplied, prepared or obtained by the Company for the Buyer shall be and remain the property of the Company.

14. Assignment

14.1 The Company may assign the Contract or any part of it to any person, firm or company.

14.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company, which shall not be unreasonably withheld.

15. Force majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the number of Goods or Services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

16. General

16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

16.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

16.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including no contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties agree to the exclusive jurisdiction of the English courts.

17. Communications

17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post:

- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
- (b) (in the case of the communications to the Buyer) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

17.2 Communications shall be deemed to have been received if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting) or if delivered by hand, on the day of delivery.

18. Privacy Policy

18.1 We do not store credit card details nor do we share customer details with any 3rd parties.