

TERMS OF BUSINESS (TERMS)

1. INTERPRETATION

1.1. Definitions:

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Product in accordance with the Order and these Terms of Business.

Correspondence: any written communication between the Customer and Supplier regarding the Order including but not limited to the Order Collection Form, letters, emails, Whatsapp, social media messaging etc.

Customer's Intellectual Property: being the logo or image, whether registered or unregistered, belonging to the Customer and provided to the Supplier to incorporate into the Design(s).

Delivery Period: the period specified in any Correspondence for delivery of the Order in accordance with clause 6.

Delivery Location: the address for delivery of the Goods, as agreed in Correspondence.

Design(s): the designs created by the Supplier incorporating Customer's Intellectual Property.

Force Majeure Event: events, circumstances or causes beyond a party's reasonable control.

Intellectual Property Rights: registered and unregistered trade marks, patents, rights to inventions, copyright and related rights, business names and domain names, websites, social media handles and profiles, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: an order for the Product submitted by the Customer through Correspondence.

Order Collection Form: excel spreadsheet setting out quantity per size and any personalisation.

Price: the price for the Product, as agreed in Correspondence.

Product: the sliders as provided by the Suppliers incorporating the final agreed Design(s) (**Combined Design(s)**).

1.2. Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (c) a reference to **writing** or **written** includes emails.

2. PRICE

- 2.1. The Price of the Product excludes VAT and delivery costs, unless otherwise agreed in the Correspondence.
- 2.2. Prices in different countries and currencies may vary.
- 2.3. The Price shall be calculated in accordance with the Supplier's scale of charges and communicated to the Customer through the Correspondence.
- 2.4. The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

3. PAYMENT

- 3.1. The Customer agrees to provide accurate and up-to-date payment information at the time of ordering the Product.
- 3.2. The Customer shall pay all invoices:
 - (a) in full without deduction or set-off, in cleared funds;
 - (b) within the time period set out in the Order or where no time frame is indicated or otherwise agreed by the parties, 30 days of the date of each invoice; and
 - (c) to the bank account nominated by the Supplier.
- 3.3. Time of payment is of the essence. Where sums due under these Terms are not paid in full by the due date:
 - (a) the Supplier may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and

INTEREST SHALL ACCRUE ON A DAILY BASIS AND APPLY FROM THE DUE DATE FOR PAYMENT UNTIL ACTUAL PAYMENT IN FULL, WHETHER BEFORE OR AFTER JUDGMENT.

4. ORDERS

- 4.1. After confirming an Order, the Supplier shall as soon as is practicable inform the Customer of the Supplier's estimated Delivery Period for the Order in the Correspondence.
- 4.2. The Customer is responsible for ensuring that any information regarding the Order in the Correspondence is complete and accurate, including but not limited to delivery details. The Customer shall give the Supplier all necessary information that the Supplier reasonably requires in order to fulfil each Order.

5. THE PRODUCTS

- 5.1. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's advertising or the Correspondence are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of these Terms or have any contractual force.
- 5.2. The Customer acknowledges that there may be colour variations or discrepancies between any descriptions or illustrations in the Supplier's advertising or the Correspondence and the Product and in the event of such variation or discrepancy the Product will not be considered as faulty under Clause 13.3.
- 5.3. The Customer is responsible for choosing the correct shoe size from the size chart provided by the Supplier in the Correspondence or as appears on the Supplier's website, and the Supplier holds no liability for incorrectly selected shoe sizes.

6. DELIVERY

- 6.1. The Supplier shall endeavour to deliver the Order to the Delivery Location on the relevant Delivery Period.
- 6.2. Delivery is completed on the completion of unloading of the Order at the Delivery Location.
- 6.3. Delivery Periods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of any Order that is caused by:
 - (a) a Force Majeure Event; or
 - (b) the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Product.
- 6.4. If the Supplier fails to deliver the Order by the relevant Delivery Period, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining

replacement goods of similar description and quality in the cheapest market available, less the Price of the Order. The Supplier shall have no liability for any failure to deliver the Order to the extent that such failure is caused by:

- (a) a Force Majeure Event; or
- (b) the Customer's failure to provide the Supplier with adequate delivery instructions, or failure to accept delivery or any other instructions that are relevant to the supply of the Goods.

7. TITLE AND RISK

- 7.1. Risk in the Product shall pass to the Customer on Delivery.
- 7.2. Title to the Product shall only pass to the Customer once the Supplier receives payment in full (in cash or cleared funds) for them.

8. INDEMNITY AND INSURANCE

- 8.1. The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
- 8.2. The Customer shall indemnify, and keep indemnified, the Supplier from and against any claims regarding the correct ownership in the Customer's Intellectual Property or infringement or allegations of infringement of third party intellectual property rights based on the Customer's Intellectual Property.

9. LIMITATION OF LIABILITY

- 9.1. Nothing in the Contract shall limit or exclude the Supplier's liability for:
 - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.2. Subject to clause 9.1:
 - (a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) the Supplier's total liability to the Customer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the

total sums paid and/or payable by the Customer for the Order under the Contract.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Subject to 10.2, the Supplier is and shall remain the owner of all Intellectual Property Rights within the Designs as created by the Supplier and provided to the Customer.
- 10.2. The Customer retains all rights in the Customer's Intellectual Property.
- 10.3. The Customer grants the Supplier with permission to use and reproduce the Customer's Intellectual Property as requested by the Customer in order to (i) incorporate it into and create the Designs; (ii) use the final agreed Design(s) "**Combined Design(s)**" in the manufacture of the Products set out in the Order.
- 10.4. The Customer warrants that he has the right to grant the permission in Clause 10.3 above.

11. CONFIDENTIALITY

- 11.1. Any Designs not used within the Product or other intellectual property belonging to the Supplier, and disclosed to the Customer, are confidential and the Customer shall not disclose this information to any third party.
- 11.2. Any details or information disclosed or discussed within the Correspondence in confidential to that Order and shall not be disclosed by either party without written consent from the other.

12. USE OF THE DESIGNS

- 12.1. The Customer shall have no right to use any of the Designs (including the Combined Design(s)) as created by the Supplier without the express written consent of the Supplier.

FOR THE AVOIDANCE OF DOUBT THE CUSTOMER SHALL HAVE NO RIGHT TO USE ANY OF THE DESIGNS (INCLUDING THE COMBINED DESIGN(S)) ON OR IN RESPECT OF ANY PRODUCT OR SERVICES UNLESS OTHERWISE AGREED BY THE SUPPLIER.

- 12.2. The Customer agrees to only use the Product for personal and/or internal business use (not for resale, distribution or commercial purposes) unless otherwise agreed by the Supplier within the Correspondence.

13. TERMINATION

- 13.1. Notwithstanding Clause 13.3 below, due to the customised nature of the Product the Customer cannot terminate the Order once confirmed, unless otherwise agreed by the Supplier.
- 13.2. The Supplier will provide a full refund should the Supplier agree to terminate the Order.
- 13.3. The Customer may request a refund for the Order once the Product has been made if the Product is faulty.
- 13.4. Any successful termination of the Order shall include an immediate termination of the permission granted in Clause 10.3.

14. ENTIRE CONTRACT

- 14.1. These Terms and the Correspondence shall together make up the entirety of the Contract between the Supplier and the Customer.

15. GENERAL

- 15.1. **Force majeure.** The Supplier shall not be in breach of these Terms of Business nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for eight weeks from the end of the Delivery Period, either party may terminate the Order by giving 7 days' written notice to the Customer.
- 15.2. **Severance.** If any provision or part-provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.3. **Notices.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be sent by pre-paid first class post or email.
- 15.4. **Governing law.** These Terms of Business, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England.

- 15.5. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).