

1. Definitions

"Us", "We", "Our" and "Brand a Wear" means Brand a Wear Limited;
"You", "Your" and "Buyer" means you the Customer;
"Order(s)" means an order for the supply of goods submitted by You and accepted by Us.
"Goods" and "Services" means any goods, products or services provided or supplied to You by Us pursuant to an Order.
"Terms" means these terms and conditions.
"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

2. General

Unless agreed otherwise by a Director of Brand a Wear with the customer in writing before the acceptance of any Order all Goods and Services are to be supplied in accordance with the conditions contained within these Terms and shall exclude any representation, warranty or communication not expressly agreed following this clause.

3. Terms of Payment

- 3.1 All prices and quotations provided to the customer by Us on or before the acceptance of an order shall not include VAT or any other tax payable upon supply of Goods or Services and further shall not include any delivery costs unless otherwise agreed by Us.
- 3.2 Invoices issued by Us to You are required to be paid within 30 days of issue whether or not the same is received by You. In some instances we reserve our right to delay processing an Order until full payment is received by Us.
- 3.3 If any invoices issued remain unpaid we reserve our right to not fulfil any of our obligations with any orders.
- 3.4 All invoices which remain unpaid beyond the agreed terms of payment shall be subject to interest from the date of the invoice at the rate of six percent per annum above the base rate of Barclays Bank Plc from time to time, such interest will increase upon a daily basis and be compounded every thirty days until the outstanding amount has been paid in full such interest is to be paid before and after any judgment that may have been obtained.

4. Carriage, Packaging and Delivery

- 4.1 Goods and Services shall be delivered to You as stated within the Order. If no details of delivery are stated within the Order then the manner and time in which the Goods or Services are delivered is to be left to our decision alone.
- 4.2 Any dates and times advised or confirmed to You by Us in any Order shall be regarded as an estimate only and We shall not be liable for any losses or damages in the event that the delivery of Goods or Services is late unless we have expressly agreed in writing that we shall guarantee the delivery of Goods or Services on or before a certain time and date such liability excludes any Force Majeure Event.
- 4.3 We shall not be required to deliver any Orders to more than one delivery address.
- 4.4 If any Order does not include the delivery costs the customer shall pay to Us any costs incurred upon delivering the Goods or Services including any surcharges.
- 4.5 In the event that the agreed place of Delivery is outside the United Kingdom (UK) the customer shall be responsible for paying any additional costs such as export/import tax payable on the delivery and also any additional insurance payable. In the event that we do insure the delivery it is your responsibility to repay the insurance premium however We are under no obligation under these Terms to insure and it is your duty to ensure that all Goods and deliveries are covered by comprehensive insurance.
- 4.6 We reserve the right to deliver to you Goods of a quantity more or less than that specified in the Order. We shall attempt to not vary the quantity by more or less than 10% of the amount stated upon the Order. In the event that less is delivered to You, You shall not be entitled to object or refuse acceptance of the Order or the Delivery and must pay any invoices issued to you in respect of the actual delivery. In the event that more is delivered, You shall accept the delivery in full and pay the invoice issued in respect of the amount delivered.
- 4.7 All Goods ordered shall be packaged in accordance with normal industry standards for that type of Goods. Should You require alternative or specialist packaging before delivery then You shall be responsible for paying any additional costs incurred.

5. Loss of Damage in Transit

Where it has been confirmed that the delivery costs are included within the Order We are under no obligation to do so but may repair, replace (at no cost to you) or issue a credit note in respect of any shortages or Goods lost or damaged in transit in respect of deliveries in the UK. In respect of Orders being delivered outside of the UK we are under no obligation to do so but may choose to repair, replace (at no cost to you) or issue a credit note in respect of any shortages or Goods lost or damaged in transit from Us up until the Goods are delivered to the UK Port provided that You can prove to Us to Our satisfaction that the loss or damage occurred before the delivery reached the UK export port, provided that (a) in the event of any damages or shortages We and the carrier are both notified in writing within 7 days of receiving the delivery. (b) In the case of loss You are to notify both Us and the carrier in writing within 14 days after the Goods have been dispatched by Us. In the event that the carrier was paid for or requested by You full responsibility for any loss or damage should be settled between Yourself and the carrier.

6. Defects

If any Goods in a delivery are defective in whole or in part or do not correspond with the description of the Goods provided within the order You shall not be entitled to reject any part of the delivery.

Any complaints raised by You with regard to defective Goods shall be investigated by Us provided that we receive written notice of the alleged defects within 7 days of You, Your agent or Your specified carrier receiving the Goods. We may request that You return to Us the delivery, or any part of it for our further inspection and evaluation, this shall be at your expense. It is up to us to decide which and if any remedial action will be taken and if appropriate this may include reprocessing the order or issuing a credit note. We shall not be responsible for any defects arising out of further processing of the Goods by you or your contractors or agents.

7. Samples and Sales Literature

Our catalogues and sales literature are Our copyright and shall remain our absolute property and may not be used or copied by you without receiving prior written consent from Us. All descriptions and illustrations shown in our catalogues, price lists and other literature are to be regarded as a guideline and should be viewed as giving a general idea of the products, specification and cost. We reserve the right to alter specifications, patterns designs and cost at any time before the Order. We reserve the right to change reasonably any specification of any goods after the Order and we shall, with no obligation to do so, attempt to notify you of any changes made to the specification of the Goods following the Order.

8. Passing of Title and Risk

- 8.1 Once the Goods have been delivered to You, Your agent, Your specified carrier or Your place of business, the risk of any loss or damage is passed over to You.
- 8.2 We shall retain Ownership and title of the Goods and Services until the relevant invoice has been paid by You to Us in full along with any interest or additional charges payable and until such time it is up to You to ensure that all Goods are covered by comprehensive insurance and held by You as our bailee and further all such Goods shall be marked as being property of Brand a Wear and stored by You separate from any other Goods or items that may be stored within the same premises. You shall indemnify Us in full on the basis that such Goods shall be free from any charge or lien until payment as specified above has been paid in full. Under these Terms You authorise Us and Our agents to enter at any time upon any premises controlled by You to collect and take possession of any Goods whose title remains with us. At our request you shall be required to return any Goods whose Title remains with Us, with all costs of delivery back to us being payable by You.
- 8.3 We authorise You to sell any Goods whose title remains with Us as principal to any third party provided that until full payment is made by You any funds collected upon any sale will belong to Us and will be held by You in a separate account which shall be easily identified as our funds and you agree that We shall charge such funds being held by you as our security. We have the right to revoke this authority at any time without prior notice to You. You may not

9. Your Indemnity to Us

You shall indemnify us in full in respect of all, or proposed, claims actions against us from any third parties with regard to any actual or alleged infringements of copyright, patents, intellectual property rights or other such rights in respect of any material, artwork, designs or request for an Order provided by You to Us.

10. Cancellation

Upon cancellation of any Order We reserve the right to charge You in full for that Order and shall issue You an invoice for the full value of the Order. If We are notified of Your intention to cancel We are under no obligation to do so but may reduce the cost of the invoice issued to You but in doing so we shall take into account any materials or services ordered, design work undertaken, and other prospective orders from third parties rejected to fulfil the Order being cancelled. If we agree to charge a reduced invoice for a cancelled order it is up to us to decide whether to transfer to You any materials or design work undertaken and charged to You in relation to the cancelled order.

11. Insolvency of Buyer

- You must notify Us without delay in the event of any of the following occurring:
- You have reason to believe that your business or company is no longer solvent;
 - You have had presented against You a Petition for bankruptcy of winding-up;
 - You have entered into any arrangement with Your creditors;
 - Any distress or execution is levied upon Your property or assets
 - Administrators or liquidators being appointed

In the event of any of the above occurring, whether or not you have fulfilled your duty of notifying Us it is up to Us to decide to either terminate this agreement and any existing or pending Orders. In addition We are authorised by You under this Agreement to negotiate and sell any Goods which were intended for You to be delivered to any of your clients or contacts and for a sale of those Goods to take place between Us and Your intended client. Further any payment from such client is to be received by us. In the event of this clause being used to sell Goods directly to your client you shall still be responsible for settling with us any difference in the original invoice amount and the amount received by Us in the sale with your client.

12. Notices

Any reference to a notice or written confirmation shall mean a notice or confirmation in writing and sent by one party to the other by way of recorded delivery or by fax provided that a fax receipt is retained.

13. Governing Law

These Terms and agreement shall be governed by the laws of England & Wales.