



FOUREX
C L O T H I N G

TERMS & CONDITIONS

The Brand Behind
Your Team

EV2 FOUREX CLOTHING LTD - TERMS OF SALE

TERMS AND CONDITIONS OF SALE DATED 26 FEB 2018 BETWEEN FOUREX CLOTHING LTD
("THE COMPANY") AND ("THE CUSTOMER")

1. DEFINITIONS AND INTERPRETATION

1.1. In these terms and conditions:

- (a) "Business Day" means any day between the hours of 9:00am and 5:00pm, other than a Saturday or Sunday, bank holiday or public holiday.
- (b) "Credit Facility" means an agreement between the Company and the Customer where the Company provides a credit facility to the Customer enabling the Customer to purchase Goods from the Company in advance of payment;
- (c) "Customer Logo" means any logo developed or provided by the Customer for use on or incorporation into the Goods;
- (d) "Goods" means the goods supplied by the Company to the Customer under these Terms and Conditions of Sale and as set out on the Invoice or Quotation;
- (e) "VAT" means the tax payable on taxable supplies under the VAT Law;
- (f) "Intellectual Property" means all intellectual property, including any logos, patents, patent applications, trademarks, service marks, trade or business names, registered designs, unregistered design rights, copyrights, moral rights, know how, trade secrets, domain names, internet addresses, rights in confidential information, and all or any other intellectual properties, whether registered or unregistered, and including all applications and rights to apply for any of the same;
- (g) "Invoice" means the invoice provided by the Company to the Customer setting out the agreed price for supply of the Goods;
- (i) "Quotation" means a quotation provided by the Company to the Customer setting out the quoted price for the supply of the Goods
- (k) Services means any services provided by the Company which relate to the supply of the Goods.

1.2. These terms and conditions:

- (a) apply to all Goods and Services provided by the Company to the Customer.
- (b) subject to any Credit Facility, form the sole agreement between the Company and the Customer and supersede and exclude to the extent possible at law:
 - (i) any terms and conditions in previous offers or orders; and

(ii) any statements, representations or conduct made or done prior to entering into these terms and conditions.

2. QUOTATION, PRICE AND PAYMENT

2.1 Unless otherwise specified:

- (a) all Quotations, except for price, are valid for acceptance within 30 days;
- (b) quoted prices will include VAT unless otherwise indicated and are subject to change without notice;
- (c) the Company reserves the right to adjust prices to the Company's prices prevailing at the time of shipment;
- (d) Invoices must be paid in accordance with the payment terms specified on the Invoice;
- (e) all unpaid or overdue accounts attract a 4% per month interest charge calculated on a daily basis;
- (f) payment via credit card will attract a 0% surcharge for Visa and MasterCard
- (g) For all orders 100% payment is due upon sign off of pre-production and quotation approval unless agreed within the terms of your contract.
- (h) The Managing Director of the Company may approve credit terms for new, existing and long term customers or specific reasons, but this may not be granted unless signed off by the Managing Director of the Company.
- (i) *The only currency we accept is Pound Sterling GBP.*

2.2. The Quotation price does not include the cost of freight unless stated. The Customer is required to reimburse the Company for any freight charges incurred by the Company on the Customer's behalf.

2.3. If any payment owing to the Company after issue of an Invoice is overdue according to the terms of the Invoice, the Company at its discretion, reserves the right to refer the account to a collection agency or the Company solicitors for recovering of the debt and the Customer is responsible for all costs and expenses incurred by the Company in collecting the amounts overdue including legal fees on solicitor-client basis or a full indemnity basis, whichever is higher.

3. ORDERS

3.1. We aim to deliver products to you at the place of delivery requested by you within the time indicated by us at the time of your Order, but we cannot guarantee any firm delivery dates.

3.2. The Customer must place an order with the Company in writing or by email / electronically.

3.3. No refunds will be given if you have simply changed your mind.

- 3.4. Artwork approvals or edits are required within 48hours of receiving or will move automatically to production.
- 3.5. The Company may decline, by written notice to the Customer, any order, in whole or part, at any time prior to delivery of the Goods, without obligation.
- 3.6. The Customer shall pay to the Company any loss, damage and expense incurred in relation to cancellation of any order.
- 3.7. The Company reserves the right to suspend or discontinue the supply of Goods to the Customer where the Customer is in default of these terms and conditions.
- 3.8. Upon Approval of Artwork, we are unable to facilitate any change to the delivery address.

4. DELIVERY AND TITLE

- 4.1. All risk for loss and damage to Goods shall pass to the Customer upon delivery to the Customer or the address where the Customer has directed the Company to deliver the Goods.
- 4.2. The Company may withhold delivery of the Goods until the Customer has complied with the payment terms specified on the Invoice, or where the Company delivers Goods in advance of payment, the Company shall retain title to the Goods until full payment has been received.
- 4.3. Pending full payment, the Customer shall store the Goods in a way that clearly shows the Company's title, and in the event of resale or use before payment the Customer shall account to the Company for the proceeds of the sale until its Goods are paid for in full by the Customer. In the event that the Customer uses the Goods to manufacture products for re-sale, the Customer agrees to hold the proceeds of any sale, to the extent required to pay any amounts owing to the Company under these terms and conditions, on trust for the Company and agrees to pay such amount to the Company upon request.
- 4.4. The Customer's right to possession of the Goods shall cease if, not being a company, the Customer commits an available act of bankruptcy, or if a company, a receiver or administrator or manager becomes entitled to take possession of any assets, or any proceedings are instituted for the winding up of the company. In these circumstances, the Company may repossess the goods and may enter the premises where the Company reasonably believes the goods might be.
- 4.5. The Company will not be liable for any loss or damage whether in contract, tort or otherwise and whether direct or indirect arising out of delay in delivery.
- 4.6. Unless otherwise agreed, where the Customer has nominated an address to the Company, the Company shall at the Customer's expense deliver the goods to this address. If the nominated address is unattended or if delivery cannot otherwise be effected, or the goods cannot be despatched due to any act, matter or thing beyond the control of the Company, the Company in its sole discretion may store the goods at the Customer's risk and expense or take such other steps it considers appropriate.

5. RETURNS AND DEFECTS

5.1. The Company shall only accept returns on the basis that the Goods provided do not comply with the Quotation or Invoice or are defective Goods. The Company will not accept returns on the basis of change of mind by the Customer. The Customer shall give written notice to the Company of any claim ascertainable upon reasonable inspection of Goods within 14 days after the receipt of Goods.

5.2. In the case of defective Goods, the Company agrees to replace or repair the Goods, provided that:

- (a) the Customer has complied with clause 6.1;
- (b) the Goods have been stored in a proper and appropriate manner;
- (c) the Goods are returned to the Company in the condition that they were delivered;
- (d) the Customer can provide a copy of the Quotation or Invoice for which the defective Goods relate.

5.3. The Company shall not be liable for normal variations in colour and finishing, dimension, weight or certain availability of materials, along with quality of Goods.

5.4. Where Goods are supplied to the Customer's specifications, the Customer indemnifies the Company from any liability, loss or damage suffered by the Company in respect of any claim that the Goods infringe any patent, design or similar rights.

6. COMPANY LOGO

6.1. The Customer agrees to have the Company's logos and branding displayed on the Goods in accordance with any specifications, illustrations, drawings or data supplied by the Company to the Customer or in accordance with the Company's Style Guide as amended from time to time.

7. INTELLECTUAL PROPERTY DRAWING, DOCUMENTATION AND INFORMATION

7.1. Except for any Customer Logo, all Intellectual Property rights in the Goods is owned by the Company. The Customer agrees what it will not do anything to challenge or invalidate ownership of the Company Intellectual Property rights.

7.2. Where the Company has designed, developed or made drawings for logos to be used on or incorporated into Goods for the Customer, then the Intellectual Property in those designs and drawings shall remain vested in the Company, and shall only be used by the Customer in accordance with these Terms of Trade or otherwise as approved by the Company in writing.

7.3. Any descriptive specifications, illustrations, drawings and data, either submitted by the Company with a quotation or tender or otherwise provided by the Company to the Customer are

illustrative and approximate only and do not form any part of any agreement entered into between the Company and the Customer unless expressly agreed in writing by the Company.

7.4. Any drawings or other documents or other documents submitted and any information supplied by the Company to the Customer remains the property of the Company and constitutes confidential information of the Company (to the extent it is not in the public domain) and the Customer shall keep all such confidential information confidential and shall not use any such drawing, documents and information for any other purpose other than stipulated by the Company nor provide the same to third parties.

7.5. The Customer warrants that it owns or has a valid licence to use all Intellectual Property in any Customer Logo which is used on or incorporated into Goods. The Customer further warrants that any Customer Logo used on or incorporated into the Goods will not infringe the Intellectual Property rights of any third party.

7.6. The Customer acknowledges and agrees that it is responsible for ensuring that any Customer Logo which is used on or incorporated into Goods does not infringe the Intellectual Property rights of any third party. The Customer further acknowledges that it would not be economical or efficient for the Company (whether in providing Services or otherwise), to check, assess or review any Customer Logos and consider any likelihood of Intellectual Property used or incorporated into the Customer Logo infringing the rights of any third party.

7.7. If the warranty provided by the Customer under clause 8.5 is, or becomes untrue, then the Customer will indemnify the Company (including all officers, employees and agents of the Company) from and against any liability, loss, damage, expense or cost (including legal fees on a solicitor client basis) which arise as a result of any claim, action, demand or proceeding brought by any third party relating to any infringement or alleged infringement of that third party's Intellectual Property.

9. FORCE MAJEURE

9.1. Should the Company be delayed, hindered or otherwise prevented from complying with these terms and conditions by reason of events or circumstances beyond the reasonable control of the Company including but not limited to acts of God, wars, riots, strikes lockouts, trade disputes, or labour disturbances, breakdown of plant and machinery, accident, storm, fire, flood, difficulties in obtaining materials, transport or labour or any other circumstances affecting the supply of Goods and Services, then the Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer whether as a direct or indirect result of any such occurrences.

10. GENERAL

10.1. This Agreement shall be governed by the laws of the England & Wales.

10.2. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

10.3. Any provision in these terms and conditions which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the terms and conditions.

10.4. These terms and conditions may only be amended or supplemented in writing, signed by both parties.

10.5. The rights, duties and obligations and liabilities of the parties under these terms and conditions are several and not joint or collective. Each party will be solely responsible only for its obligations as specified in these terms and conditions.

10.6. The Company may immediately terminate these Terms of Trade if it becomes aware that a Customer Logo infringes or is likely to infringe the Intellectual Property rights of any person. For clarity, it is the responsibility of the Customer to own or have a valid licence to use any Intellectual Property in a Customer Logo.