



SPORTS CREATIVE MINERVA HOUSE, 457 CHESTER ROAD, MANCHESTER. M16 9HA ENGLAND

AGREED TERMS

1. INTERPRETATION

1.1 The definitions in this clause apply in the terms and conditions set out in this document:

Force Majeure Event: shall have the meaning given in clause 9.

Goods: the products that we are selling to you as set out in the Order.

Order: your order for the Goods as set out on the accompanying order form.

Order Confirmation: shall have the meaning set out in clause 2.5.

Terms: the terms and conditions set out in this document.

Writing: or written includes faxes and e-mail.

1.2 Headings do not affect the interpretation of these terms.

2. BASIS OF SALE

2.1 These Terms, the Order and our price list are considered by us to set out the whole agreement between you and us for the sale of the Goods. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Please ensure that you read and understand these Terms before you submit the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.5.

2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide

you with an approximate idea of the Goods they describe. They do not form part of the contract between you and us or any other contract between you and us for the sale of the Goods.

2.3 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.4 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.

2.5 These Terms shall become binding on you and us when:

(a) we issue you with written acceptance of an Order (Order Confirmation); or

(b) we notify you that the Goods are ready,

Whichever is the earlier, at which point a contract shall come into existence between us.

2.6 Any quotation for the Goods is given on the basis that a binding contract shall only come into existence in accordance with clause 2.5. A quotation shall be valid for a period of ten calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.7 We shall assign an order number to the Order and inform you of it in the Order Confirmation. Please quote the order number in all subsequent correspondence with us relating to the Order.

2.8 You may within three calendar days of placing an Order amend or cancel an Order by providing us with written notice. If you amend or cancel an Order, you shall be liable to us for payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation.

2.9 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

3. THE GOODS

3.1 We warrant that on delivery the Goods shall:

(a) conform in all material respects with their description in the accompanying order form;

(b) be of satisfactory quality;

(c) be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods; 3

(d) be free from material defects in design, material and workmanship; and

(e) comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

3.2 This warranty is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office.

3.3 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

3.4 We will take reasonable steps to pack the Goods properly and to ensure that you receive your order in good condition.

3.5 These Terms apply to any repaired or replacement Goods we supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.

3.6 Production Amendments - During the sampling period, time permitting, we will send you an initial sample to confirm the fit and the logo placement (typically this is produced using our stock fabrics). The next stage of production, to prepare the pre-production sampling, requires; the dyeing of all the approved fabrics, producing all print plates, preparing accessories and many other tasks. If additional amendments are made after the pre-production sample then additional charges and/ or production may be delayed.

For the Small Orders

Whilst we take every care and attention to provide perfect goods orders of less than 500 units (Per colour) may require us to use 'Stock Fabrics'. Stock Fabrics are used when the minimum order doesn't allow us to manufacture fabric directly for the client. When manufacturing the approved fabrics we ensure they are fit for purpose.

Stock fabrics come with the risk that, we haven't had the opportunity to control whether the colour dyeing is fixed to ensure that it doesn't run or shrink during a wash cycle at certain temperatures. We will of course check the fabric for faults and visual imperfections.

4. DELIVERY

4.1 We will deliver the Goods to you within seven calendar days of the date set out in the Order Confirmation or on which we notify you that they are ready.

4.2 Delivery of the Order shall be completed when we deliver the Goods to you.

4.3 If you prefer you may collect the Goods from us on Orders for less than ten items. Please notify us of your requirements when you place your Order.

4.4 We will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between us. However, occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.

4.5 If you fail to take delivery of an Order within seven calendar days of the date on which we notify you that the Goods are ready, then, except where this failure is caused by our failure to comply with these Terms:

(a) we will store the Goods until delivery takes place and may charge you a reasonable sum to cover expenses and insurance.

(b) we shall have no liability to you for late delivery. 4

4.6 If you have not taken delivery of the Goods within two weeks of our notifying you that they are ready, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the Goods and, retain any sums received by you for the Goods and we will charge you for any costs or losses we incur.

4.7 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra

delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

5. DEFECTIVE GOODS AND RETURNS

5.1 In the unlikely event that the Goods do not conform with these Terms, please let us know within 7 working days after delivery. We will ask you to return the Goods to us and once we have checked that the Goods are faulty, we will at our own option:

- (a) provide you with a full or partial refund; or
- (b) replace the Goods; or
- (c) repair the Goods.

5.2 These Terms will apply to any repaired or replacement Goods we supply to you.

6. TITLE AND RISK

6.1 The Goods will be your responsibility from the time of delivery.

6.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

7. PRICE AND PAYMENT

7.1 The price of the Goods will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing.

7.2 These prices exclude VAT. However, if we have quoted inclusive of VAT and the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay.

7.3 These prices include delivery costs but you will be charged for deliveries to multiple addresses. You must notify us of your delivery requirements when you place your Order.

7.4 Payment for all Goods must be made in advance by BACS or cheque.

7.5 If you do not make any payment due to us by the due date for payment (as set out in clause 7.5), we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Royal Bank of Scotland plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

7.6 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.

7.7 Clauses 7.6 and 7.7 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

8. LIMITATION OF LIABILITY

8.1 Subject to clause 8.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

8.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of anticipated savings;
- (d) loss of data; or
- (e) any waste of time.

However, this clause 8.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

8.3 This clause does not include or limit in any way our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or

(c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or

(e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

(a) strikes, lock-outs or other industrial action; or

(b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or

(c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or

(d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

(e) impossibility of the use of public or private telecommunications networks.

(f) Goods being held by customs or any other authority, whether in the UK or abroad.

9.3 Our obligations under these Terms are suspended for the period that the Force Majeure

Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

10. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

11. NOTICES

All notices sent by you to us must be sent to Sports Creative Limited at Minerva House, 457 Chester Road, Manchester M16 9HA. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

12. GENERAL

12.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

12.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

12.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

12.4 These Terms shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.