



## Terms & Conditions

### **1 BASIS OF SALE**

1.1 Red Wing UK Ltd. ('the company') sells to its customer ('the customer') who purchases goods in accordance with any order of the Customer that is accepted by the Company, subject to these conditions which shall govern the contract to the exclusion of any other terms and conditions.

1.2 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company.

1.3 Any typographical, clerical or other error or omission in any sales literature, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

1.4 The Company reserves the right without notice to the Customer to make any changes in the specification of the Goods which are required to conform with any statutory or EC requirement or which do not materially affect their quality or performance.

1.5 The Customer shall be responsible for ensuring the accuracy of any order. No order that has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss and costs incurred by the Company as a result of cancellation (see point 8.3)

### **2 PRICING AND PAYMENT**

2.1 The price of the Goods shall be the price that is current at the time the order is accepted by the Company (i.e. upon process of the order on the Company's system). The Company reserves the right to alter prices from time to time without prior notification.

2.2 The price is exclusive of any value added tax (unless otherwise stated in writing) which the Customer shall be additionally liable to pay the Company.

2.3 Unless the Customer has an approved credit account with the company, the Customer shall be required to pay the full price of the Goods at the time of ordering. No order will be accepted until payment has been made. If

the Customer has an approved credit account with the Company, the Customer shall pay the full price of the Goods (as stated on the invoice(s)) prior to 30 days from the date of the invoice.

2.4 The Customer is responsible for ensuring copies of all invoices have been received. Statements are sent to the Customer by the end of each calendar month. Any missing or disputed invoices must be notified in writing within 7 days of the statement date to put the invoice in question on hold. Any disputes or claims not notified within this period will stand for

2.5 If the Customer fails to make a payment when it is due then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

2.5.1 Cancel or suspend any further deliveries or orders in relation to the customer: and

2.5.2 Charge the Customer (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above the Lloyds TSB base rate from time to time, until payment is made in full (interest to be payable on demand and to accrue daily on the basis of a 365 day year): and

2.5.3 Charge the Customer all costs and expenses incurred by the Company in the collection of overdue monies including without limitation debt collection agency fees and all legal costs; and

2.5.4 An administration charge of £25 per overdue invoice will also be applied to the Customer's account each month: and

2.5.5 If the Customer fails to pay the full price of the Goods within the 30-day period then a late payment charge for the extended credit will be applied to all overdue invoices at the rate of one third. This will become payable on demand.

### **3 DELIVERY**

3.1 All delivery dates are for guidance only and the Company will not be held to any delivery dates indicated.

3.2 The Company will make delivery of the Goods where the Customer has paid for delivery. The method of delivery shall be at the Company's sole discretion. Any special delivery requirements shall be charged to the Customer.

3.3 Any unloading of the Goods at the delivery address the Customer has requested will be the responsibility of the Customer. It is the responsibility of the Customer to ensure that there is someone at the delivery address to sign for the Goods if required.

#### **4 RISK AND PROPERTY**

4.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods from which point the Company shall bear no further responsibility for damage or deterioration of the Goods.

4.2 The Company has 'Retention of Title' claim on the Goods until they have been paid for in full.

4.3 Until such time as the title in the Goods passes to the Customer, the Customer shall hold the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. Until such time as the title in the Goods passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

4.4 The Customer shall not be entitled to pledge or in any way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

#### **5 LIMITATION OF LIABILITY**

5.1 No Guarantee, warranty, condition or representation on the part of the Company is given or implied nor is it to be taken to have been given or implied by these conditions or from anything said or written in the negotiation between the parties or their representatives prior to the contract and except where the Goods are sold to a person dealing as a consumer (within the meaning of Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions.

5.3 It is the responsibility of the Customer to arrange inspection of the Goods immediately on delivery and prior to signature of a delivery receipt. Shortages, incorrect or damaged Goods must be notified in writing within 3 days of receipt. Non-delivery must be reported in writing within 3 days of receipt of invoice/statement. Claims made outside these limits will not be accepted. It is the responsibility of the Customer (at its own expense) to return any relevant Goods to the Company's premises if requested to do so by the Company to allow inspection thereof by the Company. For the purposes of this Clause time shall be of the essence>

5.4 Where any valid claim in respect of any of the Goods which is based on a non-delivery, any shortfall in quantity or a defect in the quality or condition of the Goods is notified to the Company in accordance with these conditions, the Company shall (in the case of non-delivery) supply the Goods, (in the case of shortfall) supply additional Goods to make up the shortfall or (in any other case) shall be entitled to replace or repair the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund the Customer the price of the Goods (or a proportionate part of the price) but the Company shall have no further liability to the Customer. It shall be the responsibility of the Customer to collect from the Company's premises and Goods returned pursuant to clause 5.3 if the Customer's claim in respect of those Goods proves not to be valid.

5.5 Notwithstanding any of the foregoing provisions of this clause, if the Goods delivered to the Customer shall have been mistreated, damaged or soiled whilst in the possession of the Customer the Customer shall be deemed to have accepted such Goods as being in all respects in accordance with the contract, and no returns will be accepted.

5.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representations, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of Goods or their use or resale by the Customer except as expressly provided in these conditions.

5.7 The Company shall not be liable to the Customer or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control including (without limitation): Act of God, accident, war or threat of war, sabotage, insurrection, civil disturbance, measures of any kind on the part of any governmental, parliamentary or local authority, import or export relations or embargoes, strikes, lock-outs or other industrial

actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery or otherwise if beyond control of the Company.

5.8 If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described above.

## **6 INSOLVENCY ETC OF THE CUSTOMER**

the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation (otherwise than for purposes of amalgamation or reconstruction); or an encumbrance takes possession, or a receiver is appointed over any of the property of the Customer, or the Customer ceases or threatens to cease to carry on business; or the Customer shall suffer any analogous proceedings under foreign law; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly THEN, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract forthwith or suspend any further deliveries under the contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and the Company shall be entitled to immediate possession of the Goods and to exercise the rights in clause 4.3 above.

## **7 RETURNS**

7.1 Before Goods are returned for any reason (including guarantee claims) a return authorisation must be obtained from the customer services department. All Goods must be returned with carriage prepaid. Evidence of purchase must be supplied. The decision of the Company as to the eligibility for credit and the amount of credit will be final. A restocking charge equal to 25% of the net price originally invoiced will be deducted from any credit issued other than Goods agreed by the Company to be under guarantee.

7.2 Goods that have been customised, badged, embroidered or tailored in anyway will be non-returnable.

7.3 Any Goods returned must be in saleable condition. Goods that are not as new and in an unworn, re-saleable condition will not be considered for return.

7.4 Internet and Mail Order orders to consumers. Your rights to return Goods are protected under the EU Distance Selling Directive. Bespoke (tailored, embroidered, Goods with logo) and special order items specifically ordered by the Company for the Customer are exempt from this protection.

## **8 GENERAL**

8.1 No waiver by the Company of any breach of this contract by the Customer shall be considered as a waiver of any subsequent breach of any subsequent breach of the same or any other provision.

8.2 Samples are chargeable unless written consent is given by the Company.

8.3 If an embroidered logo is digitised in lieu of an order, subsequent cancellation of that order will render the Customer liable for costs of the logo set up.

8.4 All computer data (including but not limited to embroidery designs) screens and artwork produced by the Company remain the property of the Company. Any charges for the generation of these items are for the labour involved.

8.5 Except in respect of any undisputed credit or payment due and owing by the Company to the Customer, the Customer may not withhold payment of any sum due hereunder to the Company by reason of any right to setoff or counterclaim which the Customer or any other member of the same group of companies as the Customer may have or allege to have for any reason whatsoever.

8.6 The Customer shall not assign, transfer or in any other manner make over to any third party the benefit and/or burden of the contract or any part thereof without the Company's prior written consent.

8.7 When a customer requests us to reproduce an image or logo it is the duty of the Customer to ensure that they have obtained the permission to do so and Red Wing UK Ltd. assumes that you have obtained the permission to use it. We reserve the right to request the permission in writing. We cannot reproduce copyright images on garments/items without you having the permission of the copyright owner. By placing the order with us you are confirming that you have the required permission and that you indemnify Red Wing UK Ltd. against any claims and costs that may arise in respect of carrying out the order. By placing an order you confirm your acceptance of the above terms as governing the contract with the Company to the exclusion of all other terms.