

THE CUSTOMER SHOULD PAY ATTENTION TO CONDITIONS 3 TO 12, 14 & 15**1. INTERPRETATION**

The following definitions, unless the context requires otherwise, and rules of interpretation in Condition 1 shall apply to these Conditions:

Account: the credit account (if any) provided to the Customer by the Supplier;

Agreed Artwork: any drawing, text, photograph, design or any other visuals or materials agreed between the Customer and Supplier to be printed, embroidered or pressed on, or to form part of, the Goods;

Additional Terms: any terms varying or adding to the Conditions that are included within the Order Acknowledgement or otherwise agreed in Writing by the Supplier, including (without limitation) any agreed variations to the Order;

Conditions: these standard terms and conditions (as amended from time to time);

Contract: any contract between the Supplier and the Customer for the purchase of goods and/or services by the Customer from the Supplier made in accordance with and subject to the Conditions and any Additional Terms;

Customer: the person, company or other type of organisation that enters into a Contract, in accordance with and subject to the Conditions, to purchase Goods from the Supplier;

Goods: any goods and/or services the Supplier agrees to supply to the Customer under a Contract;

Intellectual property rights: all copyright and related rights, trade marks, trade names, domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, computer software or databases, rights to preserve confidentiality (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or 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 may now or in the future subsist in any part of the world;

Order: completion and submission of an Order Form by the Customer, a request (written or oral) to purchase goods and/or services from the Customer to the Supplier or acceptance by the Customer of a quotation provided by the Supplier;

Order Acknowledgement: acknowledgement of acceptance of an Order by the Supplier, which will usually be provided in Writing but may be provided orally or by commencing performance of the Order;

Order Form: the Supplier's standard order form or ordering platform for the purchase of certain goods and/or services;

Price: is defined in Condition 7.1;

Supplier: Infinity Incorporated Limited, a company registered in England and Wales (CRN:3582519), whose registered office address is at 1 Central Street, Manchester, M2 5WR

Writing: means any form of written communication including, without limitation, letter, email, facsimile transmission and other comparable means of communication.

1.1 References to the masculine include the feminine and the neuter, the singular include the plural and, in each case, vice versa. Reference to a statute or statutory instrument is a reference to it as it is in force for the time being and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.

1.2 Headings shall not affect the interpretation of the Conditions.

2. APPLICATION OF TERMS

2.1 Subject to Condition 2.2, the Conditions and any Additional Terms apply to all Contracts to the exclusion of all other terms and conditions. No terms or conditions of the Customer (whether endorsed on, delivered with, or contained in the Customer's purchase order or other documents) shall form part of any Contract and any attempt by the Customer to exclude, vary or limit any Conditions or Additional Terms without the express agreement of the Supplier in Writing shall be void.

2.2 Any variation to the Conditions shall have no effect and shall not form part of the Contract unless agreed in Writing by an authorised representative of the Supplier.

2.3 The Supplier's employees or agents are not authorised to make any representation concerning the Goods unless confirmed by the Supplier in Writing. In entering the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.

2.4 The Supplier may provide the Customer with an oral or written quotation. A quotation so provided is an invitation to treat by the Supplier to supply the goods and/or services set out in the quotation, subject to the Conditions, to the Customer. Unless stated otherwise in the quotation, a quotation is valid for 60 days from its date provided the Supplier has not previously withdrawn or varied it.

2.5 The placing of an Order by the Customer shall be deemed to be an offer, subject to the Conditions, to purchase the goods and/or services stated therein from the Supplier. No Order placed by the Customer shall be deemed to be accepted by the Supplier until the Supplier provides an Order Acknowledgement.

2.6 No binding Contract will come into existence until an Order Acknowledgement is given by the Supplier, in accordance with Condition 2.5, or, if earlier, by the Supplier delivering the Goods (whichever is the earlier).

3. DESCRIPTION

3.1 The quantity, quality and description of, and any specification for, the Goods are set out in the Supplier's quotation and/or Order Acknowledgement and the Contract.

3.2 All descriptions, drawings, specifications, price lists and illustrations and any advertising or other materials issued by the Supplier, or contained in the Supplier's brochures or website, are approximations and for information purposes only, should not be relied on by the Customer as precise or construed literally and shall not form part of the Contract unless the Supplier agrees otherwise in Writing.

3.3 The Supplier reserves the right to change any descriptions, drawings, specifications, price lists, illustrations, brochures, advertising materials, its website and any other materials provided at any time without notice.

3.4 The Customer acknowledges and accepts that, whilst the Company will endeavour to match all colours and finishes, Goods are supplied on the understanding that the finish of Goods containing natural products or materials (such as wood or leather) may vary from sample to sample and product to product, may not be uniform in colour or texture, or in the case of wood may contain grain variations, and in the case of wood or leather may include natural marks and scars, and that by reason of differences in equipment, inks, minor natural variations occurring in different batches of stock supplied by the Customer or the Supplier to produce the Goods, or in the materials supplied by the Supplier's suppliers for the same purpose, and any other reasonable varying conditions occurring between proofing and production and between different production runs, this may result in a reasonable variation in colour and quality between the proofs and the Goods supplied, and between different batches of Goods supplied, and any such variations shall not be a defect for the purposes of Condition 11.1.

3.5 The Supplier's employees or agents are not authorised to make any representations concerning the Goods. Any advice or recommendation given by the Supplier, or its employees or agents, to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Supplier is followed or acted upon entirely at the Customer's own risk and, accordingly, the Supplier shall not be liable for any such advice or recommendation which is not so confirmed. In entering into the Contract, the Customer acknowledges that it does not

rely on, and waives any claim for breach of, any representations, advice or recommendation that are not confirmed in writing.

3.6 The Customer acknowledges and accepts that the Goods are not goods usually stocked by the Supplier; they are either goods that the Supplier has manufactured in accordance with the Customer's specifications and/or incorporating Agreed Artwork, and/or goods ordered specifically for the Customer under the Contract.

3.7 Unless agreed otherwise in Writing, no Contract shall be a sale by sample.

3.8 The Supplier reserves the right to make any amendments to the artwork submitted by the Customer (if any) it reasonably considers necessary or appropriate to effectively carry out its obligations under the Contract. If the Supplier makes any amendments to the artwork then it shall communicate such amendments to the Customer in Writing and send a final proof. The Customer shall promptly confirm whether it accepts the final proof and, unless specified otherwise by the Supplier, within 48 hours from the date/time of the Supplier's communication at the latest.

3.9 The Supplier reserves the right to make any changes in the specification of the Goods it reasonably considers are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are supplied to the Supplier's specification, it considers necessary or desirable so long as they do not materially affect the quality or performance of the Goods.

4. DELIVERY

4.1 Unless otherwise agreed in Writing by the Supplier, delivery of the Goods shall take place at the Supplier's premises or the delivery address set out in the Contract ("Delivery Point").

4.2 The Supplier will endeavour to deliver the Goods to the Delivery Point by the date specified in the Contract or, if none is specified, within a reasonable period from the date of the Order Acknowledgement. However, any such specified date is an estimate only and it is expressly agreed that time for delivery shall not be of the essence. The Supplier may deliver the Goods in advance of the specified delivery date (if any) by giving reasonable notice to the Customer.

4.3 The Supplier will endeavour to deliver the Goods as near as possible to the Delivery Point as a safe hard road permits but reserves the right to refuse to deliver the Goods at or to the Delivery Point if the Supplier or the carrier reasonably considers the Delivery Point is unsuitable for delivery, in which case the Supplier or its carrier shall contact the Customer to make suitable alternative arrangements for delivery.

4.4 Unless agreed otherwise by the Supplier in Writing or by the Supplier's carrier at the time of delivery, the Customer is responsible for promptly unloading the Goods from the delivery vehicle, and/or loading the Goods on to its own vehicle, at the Delivery Point (as the case may be). The Supplier's record of the delivery date and description of the Goods delivered to the Customer shall be conclusive evidence of such, unless the Customer can provide conclusive contrary evidence.

4.5 The Supplier may deliver the Goods by separate instalments, which shall be invoiced and paid for separately and in accordance with the Contract. Each separate instalment shall, unless otherwise agreed in Writing, be deemed a separate Contract.

4.6 If the quantity of Goods delivered to the Customer is up to 5% more or less than the quantity ordered the Customer must promptly notify the Supplier, is not entitled to reject all or any of the Goods for this reason and shall, unless agreed otherwise in Writing, pay for any surplus or shall be issued with a credit note for any shortfall at the pro rata Contract rate.

4.7 If for any reason the Customer fails to accept delivery of any of the Goods when the Goods are delivered to the Customer, or within 24 hours of notification that the Goods are ready for collection from the Supplier's premises, or the Supplier is unable to deliver the Goods because the Customer has not provided appropriate instructions, access, documents or authorisations:

(a) the Goods will be deemed to have been delivered; and
(b) the Supplier may store the Goods until actual delivery or disposal in accordance with Condition 4.8, whereupon the Customer shall be liable on demand for all related costs and expenses (including, without limitation, storage and insurance costs).

4.8 If the Customer has not taken/accepted delivery of the Goods within 60 days of attempted delivery or notification that the Goods are ready for delivery/collection, the Supplier shall be entitled to dispose of the Goods, but the Customer shall be liable to pay for any reasonable disposal costs (as well as the Price and all sums due under Condition 4.7(b)) on demand.

4.9 Subject to the other Conditions and unless agreed otherwise by the Supplier in Writing, the Supplier will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and any similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, nor shall any such delay entitle the Customer to repudiate or terminate the Contract unless it exceeds 30 days and the delay is wholly and completely the fault of the Supplier.

4.10 The Supplier shall not be liable for delivering the wrong Goods or damage to the Goods (even if caused by the Supplier's negligence) unless the Customer notifies the Supplier in Writing within 10 days of the actual delivery date and provides the Supplier with an opportunity to inspect the Goods before any use is made of them or any alteration or modification is made to them by the Customer.

4.11 The Supplier's liability under Condition 4.10, as a result of the Customer complying with the notice and opportunity to inspect requirements, is limited to (at the Supplier's option) replacing the Goods or issuing a credit note for the Goods within a reasonable time.

4.12 If delivery of the Goods is accepted by the Customer and the Customer fails to notify the Supplier in accordance with Condition 4.10, the Customer shall not be entitled to reject the Goods and the Supplier shall have no liability for delivering the wrong Goods or for damage to the Goods and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

4.13 Any receipt or signed delivery note (or equivalent documentation) obtained by the Supplier or its carrier from the Customer, or its employees or agents, accepting or taking delivery of the Goods shall be conclusive evidence of delivery of the Goods, or such part thereof as is indicated by the receipt/delivery note, in accordance with the Contract by the Supplier.

5. CUSTOMER'S OBLIGATIONS AND WARRANTIES

5.1 The Customer warrants that it has the necessary authority to enter into the Contract and that it is entitled, and authorises the Supplier, to use any materials provided to the Supplier to perform the Contract.

5.2 The Customer acknowledges that it is responsible for ascertaining the type, quantity and specification of the goods required for its purposes and that the Supplier provides no warranty (and none shall be implied) that the Goods are fit for any particular purpose.

5.3 The Customer warrants that all the information provided to the Supplier, in particular (without limitation) that the terms of any Order (including any applicable specification), is true and accurate and acknowledges that the Supplier is relying upon such information to perform its obligations under the Contract.

5.4 The Customer agrees to co-operate fully with the Supplier and provide any assistance required to supply the Goods, in particular, but without limitation, the Customer agrees to do the following at its own expense:

(a) provide the Supplier with any reasonably necessary information relating to the Goods within a sufficient time to enable the Supplier to fulfil the Contract and provide any

- and all other information, co-operation and assistance reasonably required to enable the Supplier to perform the Contract;
- (b) maintain a copy of any original electronic file provided by the Customer or the Supplier and be responsible for checking the accuracy of any such electronic file;
- (c) arrange for and obtain all necessary permissions, licences, consents, authorisations, import/export clearances and any other documents to enable the Goods to be delivered to the Delivery Point and ensure prompt payment of any and all applicable import or export duties, taxes, transport charges or any other amounts required to be paid to ensure the Goods are delivered to the Delivery Point in accordance with the Contract;
- (d) confirm approval of any amendments to the artwork submitted by the Customer or any final proof of the Goods provided by the Supplier on or before the date notified by the Supplier to the Customer in Writing or in accordance with Condition 3.8;
- (e) provide adequate and appropriate equipment and suitably trained and competent personnel at the Delivery Point to promptly collect or unload/load the Goods;
- (f) inspect and check the Goods on delivery to ensure that they conform to the Contract and the Customer's requirements;
- (g) ensure an authorised representative of the Customer signs the delivery note (or the equivalent) on delivery to confirm the Goods are as ordered and undamaged;
- (h) take such steps as reasonably required to enable delivery of the Goods and ensure that all relevant laws and regulations, in particular (without limitation) in relation to health & safety are complied with to ensure safe delivery of the Goods and to ensure that the Supplier and its employees, agents and sub-contractors are always subject to a safe working environment; and
- (i) comply with its notification obligations and all other obligations under the Contract.
- 5.5 The Customer shall promptly notify the Supplier if any of the events in Condition 6.5 occur.
- 5.6 The Customer acknowledges that, unless otherwise indicated by the Supplier in accordance with Condition 3.8, artwork submitted by the Customer through the Supplier's website or in Writing shall be deemed to be Agreed Artwork and the Supplier shall be entitled, subject to the remainder of these Conditions, to produce the Goods accordingly.
- 5.7 Unless the Supplier agrees otherwise in Writing, the Customer acknowledges and accepts that, if it fails to notify the Supplier of its acceptance or rejection of any final proof in accordance with Condition 3.8, it shall be deemed to have accepted the amendments, the final proof shall be deemed to be Agreed Artwork and the Supplier shall be entitled, subject to the remainder of these Conditions, to produce the Goods accordingly.
- 6. RISK/TITLE**
- 6.1 The risk in the Goods shall pass to the Customer when the Goods are collected from or delivered (but not unloaded) to, or are deemed to be delivered by virtue of Condition 4 to, the Delivery Point.
- 6.2 Title in the Goods shall not pass to the Customer until the Supplier has received (in cash or cleared funds) from the Customer:
- (a) the full Price for the Goods plus VAT; and
- (b) all other sums that are due to the Supplier from the Customer.
- 6.3 Until title in the Goods passes (as set out in Condition 6.2), the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) store the Goods (at no cost to the Supplier) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;
- (c) not remove, destroy, deface or obscure any identifying mark or packaging relating to the Goods;
- (d) maintain the Goods in satisfactory condition, keep them insured on the Supplier's behalf for their full Price against all risks from the date of delivery and provide the Supplier with a copy of the insurance policy on request;
- (e) notify the Supplier immediately if any of the events listed in Condition 6.5 occur; and
- (f) deliver up the Goods to the Supplier on demand.
- 6.4 The Customer may only resell the Goods before title has passed if such sale is a sale of the Supplier's property on the Customer's own behalf as principal, made in the Customer's ordinary course of business and at the full market value.
- 6.5 The Customer's right to possess the Goods shall end immediately if it:
- (a) has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager or administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer, or the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (b) the Customer suspends, ceases or threatens to cease to carry on all or substantially the whole of its business or the Customer suffers or allows any execution, sequestration or such other process to be levied on its property or obtained against it or encumbers or in any way charges any of the Goods; or
- (c) the Customer fails to observe or perform any of its obligations under the Contract; or
- (d) any event occurs or proceeding is taken, with respect to the Customer, in any jurisdiction to which it is subject that has a similar or equivalent effect to any of the events listed in Condition 6.5(a) and (b).
- 6.6 The Supplier shall be entitled to recover payment for the Goods notwithstanding the fact that title in any of the Goods has not passed from the Supplier to the Customer.
- 6.7 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to access (which shall include, without limitation, vehicular access) any premises owned, occupied or controlled by the Customer where the Goods are or may be stored to inspect the Goods or (where the Customer's right to possession has ended in accordance with Condition 6) recover them.
- 6.8 If before title to the Goods passes to the Customer any of the events listed in Condition 6.5 occur, or the Supplier reasonably believes any such event is about to occur and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy of the Supplier, the Supplier may at any time require the Customer to deliver up the Goods or use its rights in Condition 6.7 to recover the Goods, the Price (plus VAT) shall become immediately due and payable (notwithstanding any previous agreement or arrangement to the contrary) to the Supplier and the Supplier shall be entitled to cancel the Contract or suspend further deliveries under the Contract without any liability to the Customer.
- 6.9 If the Supplier repossesses any Goods or the Customer delivers up any Goods, in accordance with Condition 6, the Contract for those Goods shall be rescinded.
- 7. PRICE**
- 7.1 Unless otherwise agreed by the Supplier in Writing and subject to Conditions 7.2 and 7.3, the price for the Goods shall be the price stated in the quotation or Order Acknowledgement provided by the Supplier to the Customer in accordance with Conditions 2.4 and 2.5 together with any applicable delivery and/or insurance costs ("Price"). The Price does not include value added tax (VAT) or any applicable import or export duties, or other duties or taxes, which shall be payable by the Customer to the Supplier or the relevant third party at the prevailing rate at the date of the invoice and in the manner prescribed by law.
- 7.2 The Price is based on the cost of materials, labour, sub-contracts, transport, taxes, exchange rates, currency regulations, duties, insurance and all other relevant costs at the date of the quotation and/or Order Acknowledgement.
- 7.3 The Supplier reserves the right to vary the Price, by giving notice to the Customer prior to delivery, to take account of any variation (howsoever arising) in these costs, the imposition of any new taxes or duties or any changes to the Agreed Artwork between the quotation or Order Acknowledgement date and the delivery date.
- 7.4 In addition to the Price, the Customer shall pay for:
- (a) any increase in costs due to changes to the delivery date or address or to the quantity or specification of Goods (including (without limitation) the artwork to be incorporated in the Goods) required by the Customer; and
- (b) any additional work or costs as a result of the Customer providing inadequate or inaccurate instructions or information to the Supplier or as a result of the Customer failing to comply with any of the Conditions or any Additional Terms; and
- (c) any slow-moving Stock or disposal costs incurred in accordance with Condition 9.
- 7.5 Any additional costs payable by the Customer under Condition 7.4 will (at the Supplier's option) be invoiced by the Supplier at the time the work is carried out or as part of the Price in accordance with Condition 8.1.
- 8. PAYMENT**
- 8.1 Unless otherwise agreed in Writing by the Supplier, the Supplier shall be entitled to issue an invoice at any time prior to, on, or at any time after, actual or deemed delivery. Payment shall be made by the Customer on or before the due date, notwithstanding the fact that delivery may not have taken place and/or title in the Goods may not have passed to the Customer. Receipts for payment shall only be issued if requested in writing by the Customer. Any query or dispute in relation to an invoice from the Supplier must be submitted in Writing, with appropriate details, by the Customer within 10 days of the invoice date.
- 8.2 Unless otherwise agreed in Writing, for Account Customers each invoice submitted by the Supplier shall be paid within 30 days. For Customers without an Account invoices shall be paid at the time of the Order or on receipt of the Supplier's invoice, as directed by the Supplier. Time for payment shall be of the essence.
- 8.3 The Supplier reserves the right, in its absolute discretion, to cancel the Account.
- 8.4 The Supplier reserves the right to suspend the Account if it decides, for whatever reason, that it requires security from the Customer, other than that already provided (if any), for the performance and discharge of the Customer's obligations under any Contract or for any other reason it considers reasonable. The Customer agrees to use its best endeavours to ensure that any security required by the Supplier (including, but not limited to, a third party providing a guarantee) is provided. The Supplier may decide to reinstate the Account if the Customer provides the security required or meets any other conditions required to be satisfied by the Supplier.
- 8.5 If the Supplier exercises its right to cancel or suspend the Account, in accordance with Conditions 8.3 and 8.4 respectively, all sums owed to the Supplier by the Customer at the date of cancellation or suspension shall become immediately due and payable and the Supplier may continue trading with the Customer on the basis set out in Condition 8.2 for Customers without an Account.
- 8.6 No payment shall be deemed to be received until the Supplier has received cash or cleared funds and all sums payable to the Supplier under a Contract shall become immediately due and payable on its termination, howsoever arising. All payments shall be made to the Supplier as indicated on the Order Acknowledgement and/or invoice (the latter of which shall prevail) issued by the Supplier.
- 8.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer.
- 8.8 Without prejudice to any of its other remedies, if any amount due from the Customer is not paid in accordance with the Contract the Supplier may do all or any of the following:
- (a) treat any or all Contracts as repudiated by the Customer;
- (b) without notice suspend or cancel delivery of the Goods under the Contract, and any other Contract, until the Customer pays the outstanding amount(s) in full;
- (c) appropriate any payment made by the Customer under any other Contract with the Supplier to pay for any outstanding amounts as the Supplier may, in its sole discretion, think fit;
- (d) charge interest at the annual rate of 8% above the base rate of Bank of England (a part of a month being treated as a full month for the purpose of calculating interest);
- (e) claim interest and/or compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended);
- (f) invoice the Customer for any and all costs incurred by the Supplier recovering monies owed (including without limitation, legal costs on an indemnity basis).
- 8.9 On termination of the Contract, howsoever caused, the rights of the Supplier in this Condition 8 shall remain in effect.
- 9. STOCKHOLDING**
- 9.1 If the Customer requests that certain Goods are manufactured and/or held in stock ("Stock"), then the Supplier will have no obligation to manufacture or hold Stock unless specifically agreed in Writing with the Customer.
- 9.2 The Supplier will provide details to the Customer of all Stock (requested to be held by the Customer under a Contract or deemed allocated to hold for the Customer under a framework agreement with a Customer) at regular intervals and, unless agreed otherwise in Writing, shall produce slow-moving Stock (Stock held for 2 months or more) reports at appropriate intervals (usually at least every 6 months). Unless agreed otherwise in Writing, the Supplier shall be entitled to invoice the Customer for all slow-moving Stock held any time after 30 days from the date the slow-moving Stock report was sent to the Customer and the invoice shall be payable in accordance with Condition 8. Before, at or after the time of issuing the invoice the Supplier shall provide the Customer with the opportunity to have the relevant Stock delivered to the Customer or disposed of within 60 days (at the Customer's cost). If the Customer does not arrange for or accept delivery within that time period, the Customer shall be deemed to have chosen to have the relevant Stock disposed of and the Supplier shall accordingly be entitled to destroy, or otherwise dispose of, the Stock without further liability to the Customer. The Customer shall remain liable for payment of all invoiced Stock and any reasonable disposal costs.
- 10. CANCELLATION**
- 10.1 Unless agreed otherwise in Writing by the Supplier, the Customer is not entitled to cancel the Contract. Unless agreed otherwise by the Supplier in Writing, if the Customer cancels a Contract (with or without the Supplier's consent/agreement), the Customer shall be liable to pay the Price and any other amounts due to the Supplier

- under the Contract in full (less any delivery and/or insurance costs/charges that are no longer applicable) to the Supplier in accordance with its invoice.
- 10.2 Any amounts payable by the Customer under Condition 10.1 shall, if not already invoiced by the Supplier, be invoiced by the Supplier within 60 days of the cancellation date, or, as the case may be, the Supplier shall issue a revised invoice to reflect any delivery and/or other costs or charges that are no longer applicable, within 60 days of the cancellation date, and shall be payable by the Customer in accordance with Condition 8.
- 11. INFINITY'S WARRANTIES**
- 11.1 Subject to Conditions 11.4 to 11.8, the Supplier warrants that the services provided by the Supplier to produce the Goods shall be provided with reasonable skill and care, and that the products supplied as Goods shall conform in all materials respects with their description and applicable specification under the Contract and shall be free from any defects in workmanship, construction or materials (but only to the extent that such are within the control of the Supplier) at the time of delivery and that and, unless otherwise agreed by the Supplier in Writing, the Supplier provides no other warranty in respect of the Goods.
- 11.2 Where there is, or it is alleged that there is, any defect in workmanship, construction or materials in respect of the Goods which is outside the control of the Supplier, as reasonably decided by the Supplier, the Supplier will endeavour (but does not guarantee) to transfer the benefit of any warranty or guarantee for the Goods given to the Supplier by the relevant manufacturer of the stock or materials supplied to the Supplier to produce the Goods.
- 11.3 If a manufacturers' warranty applies to the Goods and the Supplier has agreed to assist the Customer to make a claim under the warranty this will be subject to the Customer's compliance with these Conditions, the terms of the manufacturers' warranty and any reasonable conditions/instructions imposed by the Supplier.
- 11.4 Subject to Conditions 11.5 to 11.8, if the relevant Goods do not conform with the warranty provided by the Supplier in accordance with Condition 11.1, or any other warranty provided by the Supplier in Writing in respect of the Goods, the Supplier shall, at its option, if the breach relates to the goods replace such Goods (or the defective part) and if the breach relates to the services performed on such Goods re-perform the services to the standard required or issue a credit note at the pro rata Contract rate to the Customer provided that the Customer:
- (a) gives written notice of any breach of the warranty to the Supplier within 10 days of the time when the Customer discovers or, in the case of latent defects, when the Customer ought to have discovered such; and
- (b) gives the Supplier a reasonable opportunity, after receiving the notice, to examine the relevant Goods and the Customer (unless agreed otherwise and subject to a reasonable handling charge in the circumstances for collection by the Supplier) returns the relevant Goods (or the relevant part) to the Supplier's premises at the Customer's expense.
- 11.5 Condition 11.4 shall not apply if the defect arises as a result of normal wear and tear, the Customer's negligence or failure to comply with the Conditions or failure to follow the Supplier's or the manufacturers' oral or written instructions as to the storage, specification, use or maintenance of the Goods or (if there are none) good trade practice or the Customer makes any further use of the Goods or alters, modifies, mishandles or repairs the Goods before or after giving notice to the Supplier in accordance with Condition 11.4.
- 11.6 If the Supplier complies with Condition 11.4, it shall have no further liability for a breach of the warranty in Condition 11.1 in respect of such Goods. If delivery of the Goods is not refused by the Customer and the Customer fails to notify the Supplier in accordance with Condition 11.4 (a) the Customer shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or breach of warranty and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.
- 11.7 Any Goods returned by the Customer pursuant to Condition 11.4 shall belong to the Supplier and these Conditions shall apply to any replacement Goods supplied.
- 11.8 The Supplier's reasonable opinion as to the cause of the defect shall be final and binding unless the Customer can provide conclusive evidence to the contrary.
- 12. LIMITATION OF LIABILITY**
- 12.1 Subject to the other Conditions and any Additional Terms, Condition 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of any breach of the Contract and any representation, statement, tortious act or omission, including negligence, arising under or in connection with the Contract and in respect of any use made (including, without limitation, any alterations or modifications) or resale by the Customer of any of the Goods, or any product incorporating the Goods.
- 12.2 Subject to Conditions 12.3 and 12.4:
- (a) the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or loss of data (in each case whether direct, indirect or consequential) or any claims for special, indirect or consequential loss, damages or compensation whatsoever (howsoever caused) which arise under, out of or in connection with the Contract;
- (b) the Supplier's total liability in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the Contract shall be limited to the Price or £50,000 (whichever is the greater).
- 12.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 Nothing in the Conditions excludes or limits the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraud or fraudulent misrepresentation or for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability for.
- 12.5 These Conditions are intended to govern business-to-business contracts. Nothing in these Conditions is intended to, nor shall, affect any consumer's statutory rights.
- 13. FORCE MAJEURE**
- 13.1 The Supplier reserves the right to defer the date of delivery of the Goods or cancel the Contract (in each case without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, labour disputes (other than in relation to the Supplier's own workforce), or restraints or delays affecting suppliers or carriers, or inability or delay in obtaining supplies of adequate quality, provided that, if the event in question continues for a continuous period in excess of 30 days, the Customer shall be entitled to give notice in Writing to the Supplier to terminate the Contract.
- 14. INDEMNITY**
- 14.1 The Customer shall be liable to pay the Supplier (on written demand) for, and indemnify, and keep indemnified, the Supplier against, all reasonable costs, expenses and losses sustained or incurred by the Supplier (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, damage to property, loss of opportunity to deploy resources elsewhere and legal costs on an indemnity basis) arising directly or indirectly from the Customer's fraud,
- negligence or failure to comply, or unreasonable delay in complying, with any of the Conditions or for breach of any of the Conditions.
- 15. GENERAL**
- 15.1 The Supplier may, in its absolute discretion, reject any artwork submitted by the Customer and/or cancel the Contract altogether if it reasonably considers the artwork to be unsuitable or inappropriate, likely to damage its reputation and/or goodwill, or requires the consent from a third party to be used. If the Supplier considers that appropriate amendments can be made to the artwork to proceed with the Contract then it shall propose such amendments in accordance with Condition 3.8 and the remainder of that Condition shall apply. If the Supplier considers that proof of a third party's consent or other authority is required to proceed with the Contract then the Customer shall, in accordance with Condition 5.4(c), promptly obtain such and send it to the Supplier. If the Customer fails to provide such proof or authority within 14 days, or such other timeframe set out in Writing by the Supplier, the Supplier shall be entitled to terminate the Contract by notice and to issue an invoice to the Customer for an amount it considers reasonable in the circumstances to reflect the work undertaken up to the date of termination.
- 15.2 If there are any differences between the information within the quotation and the Order Acknowledgement in respect of any Contract the latter shall prevail.
- 15.3 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.
- 15.4 All Intellectual Property Rights in any documents or materials provided by one party to the other party under the Contract shall belong to the originating party. Metal, film, electronic files and images and other materials owned by the Supplier and used by the Supplier to produce the Goods shall remain the exclusive property of the Supplier and the Intellectual Property Rights in the final version of the Goods shall become the exclusive property of the Supplier unless agreed otherwise in Writing. The Supplier grants the Customer a non-exclusive royalty free licence of its Intellectual Property Rights in the Goods for the sole purpose of the use of the Goods by the Customer for the normal use for this type of product. If the Customer wants to use the Supplier's Intellectual Property Rights in the Goods for any other purpose then it should contact the Supplier for its consent in Writing to do so. The Customer grants the Supplier a non-exclusive royalty free licence of its Intellectual Property Rights for the sole purpose of performing its obligations under the Contract.
- 15.5 The Customer warrants that it owns or otherwise has the right to use and/or licence the use of the Intellectual Property Rights in any materials provided by the Customer to the Supplier to provide the Goods.
- 15.6 The Customer's property and all property supplied to the Supplier by or on behalf of the Customer shall, whilst in the possession of the Supplier or in transit to or from the Customer, be deemed to be at the Customer's risk unless otherwise agreed in Writing and the Customer must insure accordingly.
- 15.7 The Supplier may assign all or any of its obligations under the Contract to any person, company or organisation. The Customer shall not be entitled to assign any of its obligations under the Contract without obtaining the Supplier's consent in Writing.
- 15.8 Except as permitted by law, the Customer (including its employees and agents) shall not use or disclose, and shall use its best endeavours to prevent use or disclosure of, any confidential information about the Supplier, its employees or agents, its business or the Goods that has come into its possession or knowledge as a result of the Contract except for the purposes of the Contract.
- 15.9 If any Condition is found by any court to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining Conditions, and the remainder of such Condition, shall continue in full force and effect. In the event that such court decides that such Condition is not severable, the parties agree to substitute such Condition with a legal, valid, enforceable and reasonable Condition that achieves, to the greatest extent possible, the same commercial effect as the original Condition.
- 15.10 Failure or delay by the Supplier to enforce, or partially enforce, any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall be in Writing, shall not be deemed to be a waiver of any subsequent breach or default, and shall in no way affect the other provisions of the Contract.
- 15.11 The Contract at the date of manufacture (if applicable, and if not then the date of delivery) contains the entire agreement between the parties and supersedes any previous agreements, arrangements, undertakings or quotations (whether made orally or in Writing).
- 15.12 All notices sent by the Customer to the Supplier must be sent to the Supplier at its registered office address or by email (info@infinitypromotionalclothing.co.uk) or facsimile or as otherwise agreed by the Supplier. The Supplier may send notices to the Customer at the email or postal address, or by facsimile to the number, provided by the Customer to the Supplier.
- 15.13 All communications between the parties about the Contract, including any notices to be sent or received under the Contract, must be in Writing. Notices shall be deemed served on delivery if delivered by hand, 48 hours after posting if sent by post, and on completion of transmission if sent by email or facsimile.
- 15.14 The formation, construction, performance, validity and all aspects of the Contract shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.
- 15.15 The parties agree that the Contract and any dispute or claim arising out of or in connection with it or its subject matter or its formation, existence, construction, performance, validity and all other aspects of the Contract (including non-contractual disputes or claims) shall be as far as legally possible governed by and construed in accordance with the laws of England and Wales.
- 15.16 The parties agree that Conditions 15.14 and 15.16 shall be applied without regard to the principles of conflict of laws and without regard to the CISG UN Convention.
- 15.17 Where the Customer is based within the EU, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, claim or difference arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) and shall be subject to English law (in line with Condition 15.14).
- 15.18 Where the Customer is not based within the EU the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or difference that relates to non-payment of any sum due to the Supplier from the Customer and the parties irrevocably agree that any other dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination or the legal relationships established by the Contract, the ability to enforce any judgment obtained and any non-contractual disputes or claims, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this Condition 15.18. It is agreed that:
- (a) the arbitration tribunal shall consist of 1 arbitrator;
- (b) the seat of the arbitration shall be London;
- (c) the language of the arbitration shall be English; and
- (d) the governing law shall be English law in accordance with Condition 15.14.