

Terms & Conditions of Purchase

These are the terms and conditions that govern the supply of product from OnBrand Workwear Limited to you. These terms constitute the entire agreement between us in relation to your purchase.

Please ensure that you read these terms carefully before you submit your order to us.

1. INTERPRETATION

1.1 Definitions:

OnBrand :

OnBrand Workwear Limited (“we” or “us”) of Southgate House, Southgate Street, Gloucester, Gloucestershire, GL1 1UB (registered in England and Wales with company number 15510076).

Bespoke Products:

Products manufactured or stocked to your specification such as personalised products.

Business Day:

A day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours:

The period from 09:00 to 17:00 on any Business Day.

Conditions:

The terms and conditions set out in this document as amended from time to time in accordance with clause 11.5.

Contract:

The contract between OnBrand and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer:

The business who purchases the Goods from OnBrand (“you”). You are considered a business if you are an individual acting for purposes relating to a trade, business, craft or profession, whether acting personally or on the business behalf.

Delivery Location:

Defined in clause 5.2.

Force Majeure Event:

any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, the departure of the United Kingdom from the European Union or default of suppliers or subcontractors.

Goods:

The goods (or any part of them) set out in the Order.

Intellectual Property Rights:

Any patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and 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 subsist or will subsist now or in the future in any part of the world.

Order:

The Customer's order for the Goods, as set out in the Customer's purchase order form or any other form acceptable to OnBrand.

Promotional Material(s):

Any catalogues, brochures, product information sheets or other marketing materials created by OnBrand for the purposes of marketing or promoting the Goods.

Specification:

Any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and OnBrand as specified in any Order.

Warranty Period:

has the meaning given in clause 5.1

1.2 Interpretation

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written excludes fax but not email.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when OnBrand either:

(a) issues a written acceptance of the Order, at which point the Contract shall come into existence; or

(b) impliedly accepts the Order by commencing performance or the delivery of the Goods, in whole or in part at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, designs, illustrations or advertising produced by OnBrand and any illustrations or content contained in OnBrand catalogues, brochures or Promotional Materials are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force. All Intellectual Property Rights in the promotional material shall remain the property of OnBrand. The Customer shall not acquire any Intellectual Property Rights, in any trademarks, logos or brand names of OnBrand.

2.6 A quotation for the Goods given by OnBrand shall not constitute an offer. A quotation shall only be valid for a period of 15 Business Days from its date of issue.

3. GOODS

3.1 The Goods are described in OnBrand's catalogue / literature as modified by any applicable Specification.

3.2 To the extent that the Goods are Bespoke products, manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify OnBrand against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by OnBrand in connection with any claim made against OnBrand for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with OnBrand's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 OnBrand reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and OnBrand shall notify the Customer in any such event.

3.4 The Customer shall be wholly responsible for determining whether the Goods are fit for purpose where they are to be used for a particular or special purpose and whether they are to be used for a particular or special purpose and the Customer agrees, and acknowledges and accepts that OnBrand is a supplier of the Goods only and nothing is to be taken as a warranty, representation or otherwise that OnBrand has provided any design advice upon which the Customer is entitled to place any reliance.

4. BESPOKE PRODUCTS

If you order bespoke products you need to abide by the following terms:

4.1 You are responsible for ensuring the accuracy and correctness of any specification, measurements, instructions or other information (“Bespoke Specification”) you provide us for manufacturing or personalising products.

4.2 You are responsible for and have obtained all necessary licences, consents and permissions required for us to Bespoke Products to you at the time of placing the order.

4.3 We will not accept the return of any Bespoke Product if the fault, loss or liability arises directly or indirectly from your Bespoke Specifications.

5. DELIVERY

5.1 The standard costs of delivery will be displayed on the website or can be obtained from the Customer’s account manager. Where possible OnBrand shall ensure that each delivery of the Goods is accompanied by an appropriate delivery note.

5.2 OnBrand shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (“Delivery Location”). At our discretion we may deliver the goods in instalments. Each instalment is to be treated as a separate contract, and you must accept and pay for instalments accordingly.

5.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. OnBrand shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer’s failure to provide OnBrand with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.5 If OnBrand fails to deliver the Goods, its liability shall be limited to a refund of any monies paid in respect of the undelivered Goods. OnBrand shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer’s failure to provide OnBrand with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.6 If OnBrand notifies the customer that the Goods are ready for delivery and the Customer fails to accept delivery of the Goods within 14 Business Days of OnBrand notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or OnBrand's failure to comply with its obligations under the Contract in

respect of the Goods, OnBrand shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).

5.7 If 10 Business Days after the day referred to in clause 5.6 (being the date 10 Business Days following the date on which OnBrand notified the Customer that the Goods were ready for delivery) the Customer has not taken actual delivery of them, OnBrand may resell or otherwise dispose of part or all of the Goods.

5.8 If OnBrand delivers up to and including 5.0% more or less than the quantity of Goods ordered the customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, OnBrand shall make a pro rata adjustment to the invoice for the Goods.

5.9 The Customer must notify us in writing of any claim for non-delivery or damage to the goods in transit within 7 days of either the date of the invoice for them or (if sooner) delivery of them to them and they must return such damaged or defective goods to OnBrand. Our liability in respect of such claim notified to us within 7 days is limited to the replacement of the goods or credit of the price, at our discretion, and does not extend to any indirect or consequential loss.

6. WARRANTY

6.1 We provide a warranty that on the date of delivery the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 6.2.

6.2 The warranty in clause 6.1 does not apply to any defect in the Products arising from:

- (a) fair wear and tear.
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party.
- (c) if you fail to use the Products for their intended purpose, or if you use them other than in accordance with any care or usage instructions accompanying them.
- (d) any alteration, repair, or modification carried out by you or by a third party; or
- (e) any specification provided by you.

6.3 Goods which have been worn, customised, made to order, have been embroidered or which are not from OnBrand's standard stock cannot be returned unless they are defective.

7. Returns Policy

7.1 You have no right to return the goods without written consent. This can be obtained by providing the following information to OnBrand's customer support team at:

sales @Onbrand-workwear.co.uk / (01452) 452191

(a) Customer account number / Sales order number / Purchase order number;

(b) Product name of garments you wish to return;

(c) Number of garments you wish to return;

(d) Reason for return;

7.2 You may not return bespoke product or receive a refund unless they are damaged or faulty.

7.3 Once approved OnBrand will provide a returns reference to be included within the return package. The Customer must return the Goods at their own cost. Without the returns reference OnBrand will not process the return for a refund or a credit (where applicable). Any postage costs incurred by the Customer will not be refunded unless OnBrand agrees in writing that the Goods are faulty or OnBrand has supplied incorrect items. Returned goods must not have been worn, are still in their original packaging and fit to be returned to stock for resale.

7.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

7.5 These Conditions shall apply to any repaired or replacement Goods supplied by OnBrand.

8. TITLE AND RISK

8.1 The risk in the Goods shall pass to you on completion of delivery to you or your designated recipient.

8.2 Title to the Goods shall not pass to the Customer until the later of:

(a) OnBrand receives payment in full (cleared funds) for the Goods and all other goods previously supplied by us; or

(b) Completion of Delivery.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) hold the goods on a fiduciary basis as our bailee;

(b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as OnBrand's property;

(c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery. On request you must produce the policy of insurance to us;

(e) not pledge, create a lien over or create or allow the creation of any security interest or encumbrance over the goods.

(f) notify OnBrand immediately if it becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(d); and

(g) give OnBrand such information as OnBrand may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Customer.

8.4 At any time before title to the Goods passes to the Customer, OnBrand may:

(a) by notice in writing, terminate the Customer's right under clause to resell the Goods or use them in the ordinary course of its business; and

(b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9. PRICE AND PAYMENT

9.1 The price of the Goods shall be:

(a) OnBrand's standard price list in force at the date of delivery; or

(b) such other price as agreed in writing between OnBrand and the Customer; or

(c) The price as quoted by OnBrand in response to a bespoke request where no standard price applies.

9.2 OnBrand may, by giving notice to the Customer at any time up to five Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond OnBrand's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give OnBrand adequate or accurate information or instructions.

9.3 The price of the Goods:

(a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to OnBrand at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

9.4 OnBrand may invoice the Customer for the Goods on or at any time after the completion of dispatch.

9.5 Should the Customer have any queries with regards to the delivery of the order referred to on the invoice and require proof of delivery, this request should be submitted in writing to OnBrand within 30 days of receipt of the invoice to enable recovery of the proof of delivery. Should the proof of delivery request not be submitted within this timescale, the invoice will become due and payable within the relevant credit terms applicable.

9.6 The Customer shall pay each invoice submitted by OnBrand:

(a) on delivery of invoice for goods received, unless agreed credit terms have been agreed in writing between OnBrand and the customer, in which case the Customer must pay in accordance with them; and

(b) in full and in cleared funds to a bank account nominated in writing by OnBrand, and

(c) time for payment shall be of the essence of the Contract.

9.7 All customers must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.8 If the Customer fails to make a payment due to OnBrand under the Contract by the due date, then, without limiting OnBrand's remedies under clause 11, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 8% a year

above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

9.9 We will exercise our statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) if you do not pay amounts due to us at the due date.

10. LIMITATION OF LIABILITY

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

10.3 Subject to clause 10.2, OnBrand's total liability to the Customer shall not exceed £500.

10.4 Subject to clause 10.2, the following types of loss are wholly excluded: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.

10.5 This clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1 Without limiting its other rights or remedies, OnBrand may terminate this Contract and cancel all other contracts with the Customer with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

11.2 Without limiting its other rights or remedies, OnBrand may suspend provision of the Goods under the Contract or any other contract between the Customer and OnBrand if the Customer becomes subject to any of the events listed in clause 11.1(b) to clause 9.1(d), or OnBrand reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting its other rights or remedies, OnBrand may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.4 On termination of the Contract for any reason the Customer shall immediately pay to OnBrand all of OnBrand's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, OnBrand shall submit an invoice, which shall be payable by the Customer immediately on receipt.

11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of

delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

13. GENERAL

13.1 OnBrand may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

13.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of OnBrand.

13.3 Each party:

(a) undertakes that it shall not at any time during the Contract and for a period of 2 years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by 13.3(b);

(b) may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13.4 The Contract constitutes the entire agreement between the parties and each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.5 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.6 Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy and a delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 13.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.8 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.9 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.