

## Hambleside Merchandise Limited - TERMS AND CONDITIONS OF SALES FULFILLED VIA ONLINE STORE

1. These Terms and Conditions govern the sale and supply of products by Hambleside Merchandise Limited, company number 04933881 (the "Company") to its business customers domiciled within the United Kingdom (each a "Buyer") via the Company's online store (the "E-Store").
2. These Terms and Conditions supersede any terms and conditions proposed by the Buyer and may not be varied except by a written instrument signed in writing by a director of the Company.
3. Capitalised terms where used herein correspond with the following definitions:
  - (a) "Confirmation Email" means an email communication from the Company confirming its acceptance of an Order from the Buyer, which will contain an estimated time of delivery and a unique reference number;
  - (b) "Contract" means the contract for the purchase and supply of Goods between the Buyer and the Company, which is formed on acceptance of an Order by the Company;
  - (c) "Goods" means the products specified in an Order;
  - (d) "Intellectual Property Rights" means all copyright, design rights, trademarks, patents, registered designs, moral rights, trade names, goodwill, know-how, confidential information and anything analogous to any of the foregoing;
  - (e) "Order" means an order placed by the Buyer via the E-Store for the supply of Goods;
  - (f) "Specification" means the technical description of the Goods provided by the Buyer contained in or referred to in an Order, including without limitation the construction, finish, appearance, colour and size of the Goods.
4. The Buyer's use of the E-Store is subject to registration via the Company's secure online portal at [www.hambleside-merchandise.co.uk/customer/account/login/](http://www.hambleside-merchandise.co.uk/customer/account/login/). During registration, the Buyer will set login details which will allow the Buyer access to the E-Store and the opportunity to submit Orders through the Buyer's online account.
5. The Buyer shall at all times maintain strict confidentiality of its login name, password and other confidential information in relation to its use of the E-Store, and will be solely responsible and liable for activities and amendments to the Buyer's online account. The Buyer's use of the E-Store will be entirely at its own risk save only where the Buyer sustains loss or damage as a direct result of the Company's negligence or to the extent liability cannot be limited in law.
6. Each Order placed by a Buyer shall be deemed an offer and shall be subject to acceptance by the Company by way of a Confirmation Email. On receipt thereof the Buyer shall become bound by these Terms and Conditions. If an Order cannot be accepted for any reason (including for example but without limitation withdrawal of a component product of the Order or if an aspect of the Specification cannot be fulfilled) the Company will promptly notify the Buyer via email. The Company is unable to accept Orders from Buyers situated overseas.
7. All Orders are subject to the Company's receipt of a valid debit or credit card authorisation from the Buyer. The Company reserves the right to carry out credit checks in respect of Orders exceeding GBP£500.00 in value and may decline to fulfil an Order if a Buyer's credit is found to be impaired.
8. Title in the Goods supplied to a Buyer shall not pass until full payment has been made for the Goods at the price specified in the relevant Confirmation Email. In any case of full or partial non-payment, The Company shall be entitled to repossess or trace the Goods or the proceeds of sale in the Buyer's hands or in the hands of any liquidator or receiver and enter onto any of the premises where the materials are located in order to exercise this right.
9. In respect of all Orders to be shipped, the risk in the Goods shall pass to the Buyer immediately on delivery.
10. Once an Order has been received and accepted by the Company, cancellation will only be accepted at the Company's discretion. In the event the Company elects to accept the Buyer's cancellation, the Company reserves the right to charge and invoice for all artworks, tooling, design plans and reasonable administrative charges in respect of all work that has been carried out up to the effective date of cancellation.
11. It is the sole responsibility of the Buyer to provide an adequate written Specification for the Goods, including branding and design details, measurements and any other pertinent information necessary for the Company's fulfilment of an Order. All drawings and information supplied by the Buyer in conjunction with the order will be deemed to be technically correct and referenced accordingly during manufacture. Oral instructions will serve as guidance only and will not be binding. Where a Buyer provides a Specification stating that the Goods should be of a certain construction, finish, appearance, colour or size, such Specification shall be subject to reasonable commercial variation so as to be compliant with the Company's manufacturing processes or to ensure uniformity of the finished Goods. The Company may also make variations to the Specification of the Goods to reflect changes to any relevant laws and regulatory requirements.
12. Quotations supplied via the E-Store reflect the Company's current rates at the time of the Order and exclude VAT and delivery charges. Delivery quotations supplied via the E-Store reflect the Company's best estimate of its normal courier's charges and are subject to change on prior written notice.
13. Full payment for the Goods is to be made at the time an Order is placed by way of debit or credit card.
14. The Company may charge the Buyer interest pursuant to the Late Payment of Commercial Debt Regulations (2013) in the event that any amount payable to the Company remains unpaid by the due date set out in the relevant Confirmation Email. In addition, failure of the Buyer to make due payment in respect of Goods ordered under any Contract with the Company shall entitle the Company at its discretion to delay, suspend or cancel further deliveries to the Buyer.

15. Any delivery dates supplied via the E-Store or following acceptance of an Order are given in good faith and in the expectation that the Company will be able to fulfil them. Notwithstanding the foregoing, the Company will use all reasonable endeavours to ensure the Goods are delivered within the later of thirty (30) days following acceptance of the Order, or the estimated delivery time specified in the Confirmation Email. The Buyer accepts that time is not the essence in this Contract and the Company shall be under no liability for loss, damage or expense suffered by the Buyer or any third party arising from the failure of the Company to deliver on any specified date or time or place.
16. All Intellectual Property Rights originating with the Company in connection with an Order (including without limitation copyright in respect of all published material or design rights in the Goods) remains vested in the Company and do not pass to the Buyer on fulfilment of the Order. Any Intellectual Property Rights in respect of material provided to the Company by the Buyer for the purposes of fulfilling the Order shall remain vested with the Buyer.
17. Samples of the Company's products supplied to a Buyer by the Company at the specific request of the Buyer may, at the Company's discretion, be charged for. Such charge will not be credited in full even if the samples are subsequently returned. The Company will be entitled to charge a 25% handling fee based on the sale value of the samples to cover the cost of returns.
18. When the Goods are made or adapted by the Company in accordance with the Buyer's specifications the Buyer shall indemnify the Company against all costs, damages, claims and expenses (including reasonable legal fees) incurred by the Company in respect of the infringement or alleged infringement by such Goods of any patents, registered designs, trade marks, copyright or other Intellectual Property Rights belonging to third parties.
19. THE COMPANY RESERVES THE RIGHT TO SUPPLY UP TO 10% OVER OR UNDER THE QUANTITY OF GOODS ORDERED, AND CHARGE ACCORDINGLY.
20. The Company shall not be liable for:
  - a) The failure to perform any obligation if such failure was caused by circumstances beyond the Company's control or;
  - b) Delay howsoever caused in performing any obligation or;
  - c) Interruption of delay in fulfilling its obligations hereunder by reason of implementing a Specification change requested by the Buyer.
21. Any implied warranties or conditions in respect of Goods or other services supplied by the Company are hereby expressly excluded and the Company shall not be liable for any loss injury or damage arising directly from the use, application or storage of such Goods except where such liability cannot be limited in law. Without prejudice to the foregoing the Company may be prepared to consider claims concerning the quality of the Goods (including, at the Company's sole discretion, arranging for replacement thereof) provided that such claims are notified to the Company in writing within three (3) working days of receipt of the goods by the buyer and are limited to the invoice value of the Goods. However, the Company expressly excludes liability for any such claims arising by reason of:
  - a) Defects caused by the wilful or accidental damage, negligence, incorrect storage, movement of buildings or the components, installation (except by the Company or its servants or agents), or application with or without the Company's prior knowledge;
  - b) Defects arising during manufacture as a result of an inadequate or incomplete Specification from the Buyer pursuant to clause 11;
  - c) Defects caused by fair wear and tear;
  - d) Defects involving any surfacing or other material applied to the Company's products without the Company's prior approval.
22. The Company does not guarantee the suitability of the Goods for any specific purpose.
23. Tools made for the manufacture of Goods to be supplied to the Buyer shall remain the property of the Company even though the Buyer may have been charged in respect of such tools.
24. All claims for damage to, or partial loss of Goods in transit must be submitted in writing to both the carrier with a courtesy notice to the Company within three (3) days of delivery. In the case of non-delivery of the whole consignment, claims must be submitted in writing to the carrier with a courtesy notice to the Company within seven days of receipt by the buyer or the buyer's agent of notification of despatch of Goods. In the absence of notification of claims within the terms mentioned above the Goods shall be deemed to have been delivered in accordance with the Contract.
25. Delivery will be made by a courier of the Company's selection, unless the Buyer elects to arrange collection itself. In the event of the Buyer failing to collect the Goods at a pre-arranged time having made arrangements to do so, the Buyer shall be liable to reimburse the Company for any additional storage, labour and transportation costs. The Buyer shall be responsible for providing appropriate labour and facilities for unloading at the agreed delivery point.
26. The Company and the Buyer confirm their intent not to confer any rights on any third parties by virtue of the Contracts (Rights of Third Parties) Act 1999.
27. The Contract shall be governed by and continued in accordance with English Law. The Buyer hereby submits to the exclusive jurisdiction of the English courts.

**July 2016**

**Hambleside Merchandise Limited. Registered in England No. 04933881.**

**VAT NUMBER 823 3955 22. Registered Office: 2 Lancer House, Hussar Court, Westside View, Waterlooville, Hampshire, PO7 7SE UK.**