

1. **Agreement**
- 1.1 These terms and conditions form the basis of the legal agreement under which we, International Insignia Ltd. , will supply to you goods and items which you have ordered from us and we have agreed to supply you.
- 1.2 Each order will constitute a separate supply agreement between us.
- 1.3 A supply agreement is made only upon these terms and conditions. No additional, or alternative, terms or conditions will apply to a supply agreement unless we and you, between us, through our authorised representatives, agree otherwise in writing.
- 1.4 We will be entitled to cancel a supply agreement at any time if you have exceeded or will exceed your authorised credit limit with us, or if any invoices rendered to you for goods previously supplied are overdue.
2. **Specification of goods**
- 2.1 All descriptions and other details provided in relation to goods are subject to confirmation by us and may be changed without notice. All sizes are approximate "to fit" sizes and are given as a general guidance only. Colours, shades, materials and sizes of goods may vary to a minor extent from those illustrated.
- 2.2 All goods are subject to availability. We may cancel a supply agreement, or offer suitable alternative items, if the goods ordered are out of stock or no longer available.
- 2.3 We will rely upon your orders being correct in entering into a supply agreement and reserve the right to refuse to take back goods which are ordered in error or are no longer required. Any such goods returned to us by agreement must be returned to us within twenty working days of agreement, undamaged, unmarked and unused. You are to pay us a handling charge equivalent to 15% of the invoice value of the returned goods plus VAT.
- 2.4 Orders involving embroidery, overseas procurement or any production work cannot be cancelled and must be paid for in full, unless written notice of cancellation is received before any production or decoration has commenced. The customer will be required to cover any costs incurred by the Company up to the point of cancellation.
- 2.5 The International Insignia Ltd. does not accept responsibility for spoilage on customer's own supplied garments.
3. **Prices and payment**
- 3.1 The price for the goods shall be the price or prices specified by us in any relevant quotation tender or estimate or shall be the price or prices specified in our price list current at the date of order. We reserve the right to revise our prices at any time without prior notice.
- 3.2 Unless we expressly state otherwise in writing, all prices are ex-works and are exclusive of carriage postage packaging insurance value added tax and any levy or other tax which may be payable in respect of the goods. The contract price will be inclusive of carriage for orders of £300.00 or more (not taking into account VAT) to be delivered within England, Wales or mainland Scotland, (excluding Scotland Highlands and Islands and Northern Ireland). Otherwise carriage will be charged at £7.00 for first box and £5.00 per box after that plus VAT per delivery unless quoted carriage extra. We reserve the right to revise these charges at any time. All deliveries to offshore islands will be charged extra.
- 3.3 You are to pay the contract price plus carriage, postage and any other ex works items specified in the invoice within thirty days after the relevant invoice has been sent to you. Payment is to be made in full in pounds sterling , in cash or in cleared funds without deducting or setting off any amounts which we may owe to you.
- 3.4 We will be entitled to charge you interest at 3% above the base rate of HSBC bank plc (or such other clearing bank as we may nominate to you in writing) on all amounts payable by you under a supply agreement which are not paid when due from the time when those amounts first became payable up until the time when they are paid in full and whether that is before or after a court judgement.
- 3.5 Any payments received from you for goods supplied may be appropriated by us and applied towards discharging any amounts owed to us by you in respect of any goods previously supplied where payments is overdue and if so applied will not be deemed to have been received for the goods for which those amounts were tendered.
- 3.6 Returned and un-represented cheques will be charged £20.00 per representation.. We reserve the right to revise these charges at any time.
- 3.7 If you pay by credit card, we reserve the right to make an additional charge to cover any additional administrative expense which we may thereby incur.
- 3.8 Custom or special orders are subject to a 50% deposit, due upon placement of order.
4. **Delivery and/or collection**
- 4.1 Delivery of the goods will be deemed to have taken place.
- 4.1.1 upon you collecting them from our premises, which you must do within two working days after we notify you that the goods are ready for collection (if the goods are to be collected by you). Collection times are between 9am – 5pm on a working day (when the order has been placed at least 2 hours prior to collection).
- 4.1.2 Immediately upon us delivering the goods to any agreed or usual place for delivery (if we are to deliver the goods).
- 4.1.3 Immediately upon us posting them (if we are to deliver them by post). You must accept delivery of all goods which are in good condition and which are as ordered.
- 4.2.1 If we are to deliver the goods to you within mainland UK then we will arrange for delivery to be made to the agreed or usual place of delivery on the next working day, following the day of despatch
- 4.2.2 if we are to deliver the goods to you by post then we will post them to you by first class post.
- 4.2.3 If we are to deliver the goods to a non mainland UK address then we will use all reasonable efforts to deliver the order within 1 week of despatch
- 4.3 Unless we agree otherwise in writing, all delivery dates are estimated dates which we will use reasonable endeavours to achieve. We may deliver the goods to you in advance of any agreed or estimated delivery dates if we give you reasonable prior notice of early delivery.
- 4.4 If you fail to take delivery of the goods or to give us sufficient instructions to enable us to deliver them, then we may: -
- 4.4.1 store the goods at your risk until actual delivery and charge you for the additional costs which we may incur as a result of your failure or
- 4.4.2 invoice you for the goods and upon not less than three working days notice to that effect sell the goods at the best price reasonably obtainable. If we do that then you are to pay us the amount of the invoice and the reasonable costs of storage and sale minus the proceeds of sale (which we may use towards settlement of the invoice) or
- 4.4.3 cancel the relevant supply agreement
- 4.5 If we deliver the wrong or damaged goods to you then you are to notify us within five days of delivery giving us full details of the damaged or incorrect goods. We will accept returns of such damaged or incorrect goods notified to us in writing with the relevant time period and will give you a refund. Refund or replacements claimed outside of the relevant time period will be at our discretion. We will collect the damaged or wrong goods from your premises but any wrongly ordered goods will need to be returned under customers own cost.
- 4.6 You are to notify us in writing of non-delivery of part of a consignment within 5 working days of the delivery of the remainder of that consignment and of non-delivery of the whole of a consignment within five working days of the date upon which delivery was scheduled to take place. If you notify us of non-delivery within the stated time limits then we will give you the option of a credit or a further delivery of the missing goods. If you do not notify us within the stated time limits then we shall not be liable to you for non-delivery.
5. **Risk property and insurance**
- 5.1 All risk in the goods (including their loss or destruction) will pass to you: -
- 5.1.1 Immediately upon the date when delivery takes place (or would have taken place but for your act or default)
- 5.1.2 Immediately upon the goods leaving our premises (if we are to deliver them to a third party at your request).
- 5.1.3 Immediately upon the goods having been posted (if we are to deliver the goods by post).
- 5.2 The property in and title to the goods will not pass to you until we have received payment in full of all amounts due to us in respect of the goods and of all the amounts due in respect of other goods previously delivered and invoiced to you.
6. **Warranties and Conditions**
- 6.1 We undertake that the goods will, in all material respects, comply with any general description which we may be submitted to you, will be of satisfactory quality and reasonably fit for the purpose for which they were manufactured subject to normal usage. Unless specifically stated otherwise.
7. **Exclusion / Limitation of our liability to you**
- 7.1 With the exception of death or personal injury caused by our negligence our liability to you is limited to the invoice value (not including VAT) of the goods which fail to comply with the express undertaking given in condition 6 above. You agree that in return for the undertakings given in condition 6 all warranties representations guarantees conditions and other terms which would be implied into a supply agreement by law are excluded.
- 7.2 We will be deemed to be in breach of this supply agreement if we are unable to comply with our contractual obligations because of any event or circumstance which is in any way wholly or primarily beyond our control or not due to our act or default and in any such event or circumstance we will be entitled to extend the time for complying with our obligations under a supply agreement by a reasonable time and (if we are still not able to comply with our obligations after such reasonable extension) either of us may thereafter terminate the supply agreement in question by written notice to the other.
- 7.3 We will not be liable to you for loss of profits or of a market or for any type of special indirect or consequential loss.
8. **Intellectual property rights**
- 8.1 All copyrights trademarks patents and other industrial or intellectual property rights which may arise as a result of, or be displayed or incorporated in, any written or printed material or any brochure which we may produce either our property or that of third parties and is not to be reproduced used or exploited in any manner whatsoever. You will indemnify us from and against all costs claims and liabilities which we may suffer incur as a result of you using reproducing or exploiting any such industrial or intellectual property rights without the consent of the proprietor
9. **Retention of Title**
- 9.1 The goods shall be at the Buyer's risk as from delivery
- 9.2 In spite of delivery having been made property of the goods shall not pass from International Insignia Ltd. until :-
- 9.2.1 the buyer shall have paid the price plus VAT in full; and
- 9.2.2 no other sums whatever shall be due from the Buyer to International Insignia Ltd.
- 9.3 Until property in the goods passes to the buyer in accordance with clause 9.2 the buyer shall hold the goods and each of them on a fiduciary basis as bailee for International Insignia Ltd.. The buyer shall store the goods (at no cost to International Insignia Ltd.) separately from all other goods in its possession and marked in such a way that they are clearly identified as the sellers property.
- 9.4 Until such time as property in the goods passes from International Insignia Ltd. the buyer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the seller. If the buyer fails to do so International Insignia Ltd. may enter upon any premises owned occupied or controlled by the buyer where the goods are situated and repossess the goods.
- 9.5 The buyer shall insure and keep insured the goods to the full price against "all risks" to the reasonable satisfaction of International Insignia Ltd. until the date that property in the goods passes from International Insignia Ltd., and shall whenever requested by the seller produce a copy of the policy of insurance. Without prejudice to the other rights of the seller, if the buyer fails to do so all sum whatever owing by the buyer to International Insignia Ltd. shall forthwith become due and payable".
10. **General matters**
- 10.1 A supply agreement shall be governed by the Laws of England and shall be subject to the exclusive jurisdiction of English Courts of Law.
- 10.2 A working day is any day from Monday to Friday except for Good Friday, Easter Monday, Christmas Day and any statutory bank or public holiday.
- 10.3 We both agree that these terms and conditions strike a reasonable balance between our respective interests. If any of these terms and conditions shall be invalid or unenforceable for any reason then that shall not affect the validity of the remainder of these terms and conditions which will remain in full force and effect but as if any such invalid or unenforceable term or condition had never formed part of it.