

JUSTSO Clothing & Merchandise Ltd

Terms & Conditions

These Client Terms and Conditions of Business ("Terms") set out the terms and conditions on which JUSTSO Clothing & Merchandise Limited, a company registered in England and Wales with company number 6846334 and having its place of business at Unit 7B Builders Square, Court Hill, Littlebourne, Canterbury, Kent, CT3 1XJ shall supply you ("Client" or "you") with such services ("Services") and merchandise ("Merchandise") as set out in the quote requested by you ("Quote") and/or subsequent order acknowledgement ("Order Acknowledgment"). By requesting a Quote from JUSTSO Clothing & Merchandise Limited, you hereby agree to be bound by the Terms herein.

IT IS HEREBY AGREED between the parties hereto as follows:

1. SERVICES AND MERCHANDISE In consideration for the payment of any fixed prices agreed for the Services and the Merchandise and/or such time and material charges accrued through the performance of the Services and the provision of the Merchandise ("Charges") and subject to the Terms herein, JUSTSO Clothing & Merchandise Limited shall provide the Client the Services and the Merchandise as set out in the Order Acknowledgment sent by JUSTSO Clothing & Merchandise Limited to the Client.

For the avoidance of doubt, JUSTSO Clothing & Merchandise Limited shall not be obliged to provide the Services and the Merchandise unless it receives confirmation ("Confirmation") from the Client. Such Confirmation may be given by the Client in writing (including by email) or orally, and may be provided at any time after JUSTSO Clothing & Merchandise Limited has provided the Client with a Quote for the Services and/or the Merchandise. Commencement by JUSTSO Clothing & Merchandise Limited of the Services and/or the provision of the Merchandise to the Client on receipt of the Confirmation shall be deemed to be acceptance by the Client of the terms contained in such Order Acknowledgment and of these Terms herein, and accordingly your contract with JUSTSO Clothing & Merchandise Limited shall be formed at this time. JUSTSO Clothing & Merchandise Limited shall use all reasonable skill and care in the performance of the Services and the provision of the Merchandise in accordance with the Terms herein. The Client acknowledges and agrees that JUSTSO Clothing & Merchandise Limited may rely on third party suppliers to provide the Services and/or Merchandise. Consequently, any completion dates set out in the Order Acknowledgment are estimates only. Both parties agree that any such estimate is given in good faith by JUSTSO Clothing & Merchandise Limited and does not constitute a contractually binding completion date. For the avoidance of doubt, JUSTSO Clothing & Merchandise Limited shall not be liable in any way for any failures to meet such estimated completion date.

2. CHARGES AND PAYMENTS The Services and the Merchandise shall be provided on either a fixed price or on a time and materials basis or a combination of both, in accordance with the Order Acknowledgment.

Unless otherwise expressly set out to the contrary in the Order Acknowledgment, the cost of postage and packaging and any other reasonable expenses reasonably incurred by JUSTSO Clothing & Merchandise Limited in the performance of its obligations herein shall be borne by the Client. JUSTSO Clothing & Merchandise Limited shall invoice the Client for the amount due in accordance with the Order Acknowledgment. JUSTSO Clothing & Merchandise Limited shall also invoice the Client for any additional costs agreed between the parties after provision of the Order Acknowledgment to the Client. The Client shall pay JUSTSO Clothing & Merchandise Limited all amounts due within thirty (30) days from the date of the invoice, in full and without discount, deduction, set-off or counterclaim of any kind. Notwithstanding the foregoing, JUSTSO Clothing & Merchandise Limited shall be entitled to request payment in advance from the Client for sums which are calculated based on pro-forma invoices sent to the Client prior to the commencement of the Services or delivery of the Merchandise. All Services and Merchandise provided by JUSTSO Clothing & Merchandise Limited shall be subject to JUSTSO Clothing & Merchandise Limited "unders and overs" ("Unders and Overs") of plus or minus 10% in respect of all orders. Where delivery of the Merchandise contains less than the number of units set out in the Order Acknowledgment (and/or any subsequent agreement between the Client and JUSTSO Clothing & Merchandise Limited) within the Unders and Overs set out herein, JUSTSO Clothing & Merchandise Limited shall only invoice you for the number of units actually delivered. Where delivery of your Order contains more than the number of units set out in the Order Acknowledgment (and/or any subsequent agreement between the Client and Outstanding Branding) within the Unders and Overs set out herein, JUSTSO Clothing & Merchandise Limited shall invoice you for the number of units delivered. All Charges hereunder are exclusive of any applicable value added taxes and any other applicable taxes of any nature whatsoever, which will be added onto the invoice and shall be payable by the Client in accordance with the law applicable from time to time. Should the Client fail to make any payments due under these Terms by the due date for payment to JUSTSO Clothing & Merchandise Limited, then JUSTSO Clothing & Merchandise Limited shall be entitled to, without prejudice to any other right or remedy, charge the Client interest on the amount outstanding on a daily basis at the rate of five (5) per cent per annum above the base rate of Bank of England from time to time in force, such interest to be calculated from the due date for payment thereof to the date of actual payment.

3. CLIENT'S OBLIGATIONS The Client shall perform its obligations in accordance with these Terms and shall provide at no charge to JUSTSO Clothing & Merchandise Limited all such documents, materials, data and any other information ("Client Material"), assistance and services necessary to enable JUSTSO Clothing & Merchandise Limited to perform its obligations under these Terms including without limitation to the generality of the foregoing:

- appointing an authorised person ("Authorised Person") who shall make binding decisions on behalf of the Client with regard to the Terms herein, including any changes to the Services and/or Merchandise and notifying JUSTSO Clothing & Merchandise Limited of the identity and contact details of such Authorised Person and any changes to such details;
- procuring such instructions and information as may reasonably be requested by JUSTSO Clothing & Merchandise Limited as soon as reasonably practicable after the time such request is made;
- procuring that all copyrighted material provided to JUSTSO Clothing & Merchandise Limited by the Client or any third party at the Client's direction for JUSTSO Clothing & Merchandise Limited's use in the Services and/or the Merchandise is provided in accordance with valid licence or sub-licence terms, as appropriate, for such use;
- ensuring that all consumables necessary for the provision of the Services and/or the Merchandise are in good condition and fit for their purpose;
- executing promptly any and all licences and consents which may be required by JUSTSO Clothing & Merchandise Limited, pursuant to these Terms, including for the avoidance of doubt, consent to use such information, data and any other material (or part thereof) made available to JUSTSO Clothing & Merchandise Limited in respect of the performance of the Services and the provision of the Merchandise so as to enable JUSTSO Clothing & Merchandise Limited to properly fulfil its obligations hereunder;
- providing promptly upon request from JUSTSO Clothing & Merchandise Limited such funds as are required to pay third party disbursements in advance;
- procuring the availability of the Authorised Person for the purpose of reviewing the Services and/or the Merchandise and, where appropriate, to procure such Authorised Person's sign-off of the Services and/or the Merchandise. For the avoidance of doubt, if a sign-off is requested and no response is received by JUSTSO Clothing & Merchandise Limited within the time specified by JUSTSO Clothing & Merchandise Limited, if a particular timescale is required to complete the order in a timely fashion, or if not stated, then within a maximum of seven (7) days, then JUSTSO Clothing & Merchandise Limited shall not proceed with any actions that would follow sign-off. The Client further understands that in the event of any delay of a sign-off, all further actions shall be delayed including without limitation, the delivery dates for the Merchandise;

(f) if the Services, the Merchandise or any part thereof is rejected by the Client, JUSTSO Clothing & Merchandise Limited shall be entitled to charge the Client a reasonable sum for the work completed up until the time of such rejection; and
(g) if the Client cancels the Services or rejects the Merchandise at any time, JUSTSO Clothing & Merchandise Limited shall be entitled to charge a reasonable sum for the Services and/or the Merchandise provided prior to such cancellation of the Services and/or the rejection of the Merchandise. For the avoidance of doubt, the parties agree that such sum shall reflect the proportion of the time spent in the performance of the Services and the provision of the Merchandise. Notwithstanding the foregoing, any materials acquired in order to perform the Services and provide the Merchandise shall be paid for in full by the Client. All such sums together with any sums payable by JUSTSO Clothing & Merchandise Limited to third parties in relation to the Services and the Merchandise shall immediately fall due for payment.

For the avoidance of doubt, JUSTSO Clothing & Merchandise Limited shall not in any way be liable for any loss, damage or delay in providing the Services caused by or arising from the Client's failure to comply with its obligations under these Terms and, in the event of such failure, the time for performance of JUSTSO Clothing & Merchandise Limited's obligations under these Terms shall be extended by an equivalent period of time.

4. INTELLECTUAL PROPERTY RIGHTS Provided that JUSTSO Clothing & Merchandise Limited is unaware of any infringement of any third party intellectual property right at the time of its performance of the Services and that the Services are performed in good faith, JUSTSO Clothing & Merchandise Limited shall not be liable in any way to the Client for any breach of such rights subsequently notified to either party.

Nothing in these Terms shall serve to transfer from JUSTSO Clothing & Merchandise Limited to the Client, all patents, trademarks, design rights, copyright and all other intellectual property rights whether registered or unregistered throughout the world ("Intellectual Property Rights"), and all right, title and interest in the JUSTSO Clothing & Merchandise Limited Intellectual Property Rights shall remain exclusively with JUSTSO Clothing & Merchandise Limited and/or those of its licensors. Except for the rights expressly granted in these Terms, nothing in these Terms shall serve to transfer from the Client to JUSTSO Clothing & Merchandise Limited any of the Intellectual Property Rights in the Client Materials and all right, title and interest in and to the Client Material shall remain exclusively with the Client.

The Client hereby grants JUSTSO Clothing & Merchandise Limited a non-assignable, non-transferrable licence to use the Client Materials to perform the Services and provide the Merchandise.

5. RISK AND PROPERTY Ownership of the Merchandise shall not pass to the Client until JUSTSO Clothing & Merchandise Limited has received payment of the Charges in accordance with these Terms.

Risk in the Merchandise shall pass to the Client upon delivery.

If the Client fails to accept delivery of the Merchandise for any reason, or if JUSTSO Clothing & Merchandise Limited is unable to deliver the merchandise on the estimated delivery date due to actions attributed to the Client:

- risk in the Merchandise shall pass to the Client (including for loss or damage caused by JUSTSO Clothing & Merchandise Limited's negligence); and
- the Merchandise shall be deemed to have been delivered, and JUSTSO Clothing & Merchandise Limited may retain and store the Merchandise with a third party until delivery, whereupon the Client shall be liable for all related costs and expenses, including without limitation, costs for such additional storage and insurance.

For the avoidance of doubt, such circumstances include but are not limited to situations where JUSTSO Clothing & Merchandise Limited has attempted to deliver the Merchandise, the Merchandise has been signed for and then the Merchandise has failed to reach the Client; or a courier is not permitted to enter into a location to deliver the Merchandise to the Client. The Client acknowledges and agrees that it is the Client's responsibility to ensure that delivery

6. TERM AND TERMINATION These Terms shall commence on the date of Outstanding Branding's receipt of the Confirmation and, unless otherwise set out to the contrary, shall terminate upon the completion of the Services by JUSTSO Clothing & Merchandise Limited and delivery of the Merchandise to the address as set out in the Order Acknowledgment.

7. LIMITATION OF LIABILITY All warranties, representations, guarantees, conditions and terms, other than those expressly set out in these Terms whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

JUSTSO Clothing & Merchandise Limited accepts liability for death or personal injury that is due to the negligence of JUSTSO Clothing & Merchandise Limited or its employees in the performance of the Terms herein.

JUSTSO Clothing & Merchandise Limited shall not be responsible for products or services supplied to JUSTSO Clothing & Merchandise Limited by third parties on behalf of the Client or directly to the Client by third parties. Responsibility for decisions taken on the basis of information, suggestions and advice given by JUSTSO Clothing & Merchandise Limited to the Client shall remain solely with the Client.

JUSTSO Clothing & Merchandise Limited shall not be liable for any failure or damage caused by the Services and/or the Merchandise unless the failure can be directly and solely attributed to JUSTSO Clothing & Merchandise Limited. In no event shall JUSTSO Clothing & Merchandise Limited be liable to the Client for any consequential, indirect or special losses, loss of profits or revenue, loss of savings, interest or production, loss of business or business benefit, loss of contracts, loss of management time, loss of expectations, loss of reputation, loss of fashion appeal, loss of income or any other losses arising out of or in connection with the Services whether such losses or damages arise in contract or tort. In the event that JUSTSO Clothing & Merchandise Limited fails to comply with its obligations under these Terms, then it shall be entitled to be given a reasonable opportunity to rectify any errors and to re-perform its obligations and provide the Services hereunder.

If JUSTSO Clothing & Merchandise Limited's failure to comply with its obligations is not remedied as above then the total amount of JUSTSO Clothing & Merchandise Limited liability to the Client for all losses, damages, costs, claims and expenses howsoever and whenever arising under these Terms shall not exceed in aggregate the amount paid to JUSTSO Clothing & Merchandise Limited under these Terms.

The sum set out in this clause 7 represents the total liability accepted by JUSTSO Clothing & Merchandise Limited for any claims arising under or in connection with these Terms.

8. CONFIDENTIALITY Neither Party shall during the term of these Terms (except in the proper provision of the Services) or after it has ended (except as required by law) disclose to any person any confidential information or trade secrets relating to the other party's business. Such matters include (but will not be limited to) information or secrets relating to: corporate and marketing strategy, business development and plans, sales reports and research results, design sketches, design prototypes, business methods and processes, technical information and know-how relating to the other party's business and which is not in the public domain, including inventions, designs, techniques, database systems, formulae and ideas; business contacts, lists of customers and suppliers and details of contracts with them; and any document marked "confidential".

During the term of these Terms, either party shall use all reasonable endeavours to prevent the publication or disclosure of any such information or secrets. These restrictions shall not apply during or after the termination of these Terms, in respect of information which has become available to the public generally, otherwise than through unauthorised disclosure.

9. MISCELLANEOUS References to clauses and schedules shall be to clauses and schedules of these Terms. The Quote and Order Acknowledgment(s) forms part of these Terms and shall be interpreted accordingly.

The waiver by either party of its rights in respect of any breach of any provision of these Terms shall not be taken or held to be a waiver in respect of any subsequent breach thereof.

JUSTSO Clothing & Merchandise Limited reserves the right to amend these Terms, on the provision of not less than thirty days' notice in writing or by email. If you do not agree to such amended Terms, you must inform JUSTSO Clothing & Merchandise Limited within seven days of receipt of such notification. If you do not do so, you will be deemed to have accepted the amended terms.

Neither party or any of its employees, servants, agents or sub-contractors shall be under any liability whatsoever to the other party for any non-performance, defective performance or delay in the performance of any of the services or work to be supplied hereunder caused directly or indirectly by an Act of God, by delays or non-performance of third party suppliers, or by any other event or circumstance beyond the reasonable control of that party.

If any part of these Terms is found to be unreasonable, invalid or unlawful under any enactment or rule of law the Court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof and enforce these Terms as if the offending part or parts had not been included.

The clause headings in these Terms are inserted for ease of reference only and shall not affect the construction or interpretation of these Terms.

Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against JUSTSO Clothing & Merchandise Limited and such third parties shall not be entitled to enforce any term of these Terms against JUSTSO Clothing & Merchandise Limited.

These Terms constitute the entire contract between the parties. Other than as expressly stated otherwise in these Terms, neither party shall be under any liability for any representations made prior to or during the operation of these Terms.

These Terms shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Courts of England.

Updated September 2015