

Pro-Style Embroidery Terms and Conditions of Trading

Amended September 2014

1. Definitions

The following definitions are used in and form part of these 'Terms and Conditions' of trading. In these 'Terms and Conditions':

- 'The Supplier'** shall mean Pro-Style Embroidery, its owner and all persons connected with Pro-Style Embroidery for the purposes of trading.
- 'Goods' and/or 'Services'** shall mean garments and other items supplied, whether embroidered, printed or not, by The Supplier, to any third party, and shall include but not be limited to embroidery and print-only services of items which are the property of any third party. 'The Supplier' and 'Pro-Style Embroidery' are interchangeable.
- 'The Customer'** shall mean any third party to whom goods and services are supplied, have been supplied or are to be supplied.
- 'Foreign Language' or 'Foreign Languages'** shall mean any and all languages which are not UK or US English.
- 'Enquiry' or 'Enquiries'** shall mean any request for information from a third party to The Supplier, whether or not that request results in an Order.
- 'The Order' or 'An Order'** shall mean confirmed requests for goods and services from a customer, for which, by placing the Order, be it in writing, by telephone, by email or any other means, The Customer has agreed to pay in full, within the time or times specified by The Supplier.
- 'Artwork'** shall mean any image supplied by any third party to The Supplier by physical or electronic means, from which The supplier is required to produce a stitch file or any file required for use in the printing process.
- 'Embroidery File'** shall mean a computer file produced using embroidery software, containing the electronic information necessary to produce an embroidery product.
- 'Delivery' and 'Collection'** shall mean the time at which The Customer takes possession of Goods or Services and these words may be interchangeable in these 'Terms and Conditions'. They need not necessarily be taken to mean specifically an act in which goods or services are dispatched by post or other courier nor an act by which a customer visits The Supplier's premises.
- 'In Writing'** shall mean any non-verbal communication written by hand, typewritten onto paper or transmitted by electronic and/or digital means.
- 'The Supplier Will/ Shall Not Be Liable'** shall mean that, to the fullest extent permitted at law The Supplier will not be liable for damages of any kind. This is a comprehensive limitation of liability that applies to all damages of any kind, including (*without limitation*), compensatory, direct, indirect or consequential damages, loss of data, income or profit, of or damage to property and claims of third parties.

2. Goods and Services

- 2.1. Supply of decorated goods.** The Supplier shall, at his absolute discretion, obtain garments and other textiles which he will machine embroider, print and supply in accordance with orders placed by customers and clients, subject to the substitution clause in these 'Terms and Conditions'.
- 2.2. Special Colour Threads.** The Supplier may need to buy in threads to match The Customer's required 'special colours', the costs of purchasing these threads plus any delivery charge made by the thread supplier will be additional to any quotation or estimate previously submitted to The Customer unless the quotation or estimate submitted specifically states the inclusion of special colour threads. All quotations and estimates are given based on The Supplier using his normal stocked thread colours.
- 2.3. Embroidery and print only services.** The Supplier shall, at his absolute discretion, supply machine embroidery and print services to customers and clients who provide their own garments and other textiles for embroidery.
- 2.4. Unembroidered or unprinted goods.** The Supplier shall, at his absolute discretion, obtain and supply goods without embroidery and in accordance with orders placed by customers and clients, subject to the substitution clause in these 'Terms and Conditions'.
- 2.5. Quality of supplied goods.** The Supplier endeavors to supply only goods from established and reputable sources, unless otherwise specified by the Customer.
- 2.6. Ownership of goods.** All goods supplied to The Customer by The Supplier shall remain the sole property of The Supplier until they have been paid for in full.
- 2.7. Customers' own goods.** Customers supply goods for embroidery, print and any other form of decoration entirely at their own risk. The Supplier Will Not Be Liable for any damages whatsoever arising out of or in connection with the use of the goods supplied.
- 2.8. Shortages.** Customers accept that sometimes spoilage may occur due to mechanical processes, in such cases The Supplier will at his cost replace the garments as soon as possible to make up the order but only where The Supplier has supplied said garments, if The Customer has supplied the garments The Customer has the option to replace the goods which The Supplier will decorate as agreed in the Order.
- 2.9. Substitution.** Pro-Style Embroidery does not normally carry stock; items are obtained to order. All items obtained by The Supplier on behalf of the Customer are subject to availability. The Supplier reserves the right to substitute garments when those ordered are unavailable. Prices will be agreed between The Supplier and The Customer before any substitutions are made.
- 2.10. Delivery Times.** The Supplier completes all orders as soon as possible but customers should allow up to 21 days (*after The Supplier takes delivery of all of the garments*) for delivery from the date of acceptance of an order by The Supplier. Any likelihood of overrunning that period will be notified to The Customer at the earliest possible time.
- 2.11. Special Deadlines.** The Supplier will endeavour to meet any special deadlines The Customer may have but will not accept any deadlines which may prove detrimental to pre-existing customers or work in progress. The supplier will not be liable for damages or loss of any kind due to missed deadlines caused by third parties or events outside of The Supplier's control. (*Also see clause 9.7*).

3. Ownership, Copyright and Acknowledgment of Artwork

- 3.1.** Notwithstanding and regardless of artwork, the ownership and copyright of all digitised and re-drawn designs and artworks provided by The Supplier is asserted and remains with Peter Kent, the owner and proprietor of Pro-Style Embroidery.
- 3.2.** The responsibility for ensuring that copyright and ownership laws are maintained in respect of all artwork supplied by The Customer for inclusion in an Order remains with The Customer. To the fullest extent permitted at law The Supplier shall not be liable for claims arising from the misuse or breach of copyright and/or ownership of artwork.
- 3.3.** The Customer agrees to allow The Supplier to use images of any and all finished products and embroidery patterns and designs for the purposes of advertising and marketing The Supplier's business. This shall include, but not be limited to publication of such images on The Supplier's website and on the internet in general.
- 3.4.** From time to time, The Supplier may wish to exhibit garments and/or other textiles bearing logos and/or designs owned by a Customer for the purpose of promoting The Supplier's business.

4. Orders and Ordering

- 4.1. a.** The Customer may make an order for goods from The Supplier by telephone, electronic mail, postal or in person. From the time an Order is accepted The Customer is considered to have entered into a contract with The Supplier, which is binding upon both parties.
- 4.1.b.** Where a 'Confirmation of Order' is required, The Customer shall check the Confirmation of Order and notify The Supplier of any errors or discrepancies at the earliest available opportunity. The Supplier will not be liable where The Customer has not, within a reasonable time, notified The Supplier of errors or discrepancies in the confirmation.

4.2. Where artwork is supplied by post or other courier either on floppy discs, compact discs, flash drives, memory sticks or any other electronic or digital storage device, or in physical form, items are submitted entirely at The Customer's own risk. No responsibility can be accepted by The Supplier for loss or damage to such items, howsoever caused. Additionally, The Supplier shall not be liable for damages arising from the loss or damage to any item supplied either by post or other courier or by electronic mail.

4.3. The Customer is responsible for ensuring the accuracy of the Order. Additionally The Customer is responsible for ensuring in every Order that The Supplier has been given accurate written instructions regarding content, colours, sizing and/or any changes or modifications to the design/s and garments required. By placing an Order for goods and services The Customer shall be deemed to have accepted and agreed to be legally bound by these 'Terms and Conditions'.

5. Acceptance of Orders

5.1. The Supplier will normally accept orders for goods and services subject to the exclusions listed later in these 'Terms and Conditions'.

6. Exclusions

6.1. The Supplier reserves the right to refuse to accept any order which contains, in the Supplier's opinion:

- a. Pornography of any description, either textual or graphic, even if it would otherwise be considered "soft".
- b. Material which is racist, sexist, ageist or inflammatory in any other way.
- c. Offensive, defamatory or libelous material.
- d. Material of a nature which may encourage, support or promote any illegal or banned organisation.
- e. Material of a nature which may encourage, support or promote any contraband or any other illegal or banned substance, item or activity.
- f. Material which may encourage, support or promote political change in any area of the world, other than by the accepted legal processes of that country.
- g. Material which may encourage, support or promote civil or military unrest in any area of the world.
- h. Material which may encourage, support or promote cruelty of any nature, either to humans or to any animal.

This list may not be exclusive and the final decision on whether or not to accept artwork lies solely and absolutely with The Supplier. The Supplier reserves the right to refuse to accept any Order on any grounds whatsoever without assigning a reason.

7. Catalogue(s)

7.1. Any and all statements, terms, prices and other information shown in catalogue(s) and price list(s) and/or merchandising provided by The Supplier form part of these 'Terms and Conditions' unless otherwise stated. Any part of any catalogue, price list or merchandising supplied by Pro-Style Embroidery may be varied from time to time at Pro-Style's supplier's absolute discretion.

8. Supplementary Terms and Conditions

8.1. Any and all special terms (*including but not exclusively notifications of discounts and temporary or permanent variations and special terms for specific customers or groups*) form part of these 'Terms and Conditions', regardless of whether or not they are included herein. These 'Terms and Conditions' may be quoted in whole or in part as part of any supplementary terms and conditions.

9. Prices and Payment

9.1. VAT. All prices are quoted exclusive of VAT.

9.2. Prices. Any and all prices and other information shown in The Suppliers catalogue, price list and/or merchandising form part of these 'Terms and Conditions' unless otherwise stated. The Supplier reserves the right to vary prices without notice at his absolute discretion. Where a price has been varied following the issue of a quotation, The Supplier will notify The Customer as soon as possible.

9.3. Quotations. Validity of quotations is at The Supplier's absolute discretion and may vary from quote to quote. Customers should request a confirmation that price/s quoted have not changed between the quote date and the order date. Quotations should not be confused with estimates.

9.4. Estimates. The Supplier may offer informal costing estimates from time to time, either verbally or in writing, but these are not binding upon any party in any way whatsoever. All prices submitted prior to creation of embroidery files are '*Estimates*' and not '*Quotations*', this is due to the number of stitches in the required design/s being unknown until they have been created.

9.5. Payment Terms. Payment terms are normally payment with Order. At his absolute discretion, The Supplier may offer payment on delivery, payment on collection or 30 Days' Net credit.

9.6. Credit Terms. Credit terms are offered to customers at The Supplier's absolute discretion, but will normally be limited to business customers with whom The Supplier has already dealt successfully. The period of credit is strictly 30 days Net, commencing with and including the date upon which an invoice is issued.

9.7. Overtime Rates. All work is calculated and quoted using normal 9.00 am - 5.00 pm 'Day Rate' figures. Jobs requiring overtime and weekend working will be charged at 'Overtime Rate' for the overtime hours worked. 'Overtime Rate' is 'Time and a Half' of the normal 'Day Rate'. Requests from customers or their agents for a previously unknown deadline to be met after The Supplier's quotation was accepted and the Order has been placed will be charged at 'Overtime Rate' for the period worked as 'Overtime' in order to meet the deadline. In circumstances where direct customer contact is not possible Customers agree to accept the 'Overtime' charges in order for The Supplier to meet the new deadline.

9.8. Overdue Accounts. Pro-Style Embroidery reserves the right to charge compound interest at 5% of the gross invoice value per month on overdue invoices, commencing on the 31st day following the invoice date. Pro-Style Embroidery will seek debt recovery by any legitimate and lawful means including, but not limited to, claims in the County Court and/or the employment of a licensed debt recovery agency.

9.9. Dishonored Cheques. Pro-Style Embroidery reserves the right to charge a minimum administration fee of £25 for dishonored cheques. This is the minimum charge and may vary, depending upon costs actually incurred by Pro-Style Embroidery in recovering the debt.

9.10. Discounts. The Supplier may, from time to time and at his absolute discretion, offer discounts based upon order quantity or for any other reason which The Supplier may assign. Discounts are not a right of The Customer and may be withdrawn at any time. Discounts are not negotiable. Initial setup and carriage charges are not included in discounts.

9.11. Trade Prices. The Supplier may, at his absolute discretion, offer trade prices to business customers for whom he is undertaking sub-contract work, but are not available to other business customers who are end-users or consumers of The Supplier's products. These prices are negotiable at the time that sub-contract work is accepted and will normally be agreed in writing with the business customer before work is undertaken. Trade prices are subject to periodic review and re-negotiation. Trade prices offered to one business customer may not necessarily be the same as those offered to another.

9.12. Methods of Payment. The following methods of payment are accepted by Pro-Style Embroidery. Payment is accepted in UK Sterling only.

- a. **Personal Cheque** – Accepted only when made payable to Pro-Style Embroidery and when fully supported by a current, valid guarantee card which guarantees the entire amount on the cheque.
- b. **Company-Type Cheques.** Cheques from legitimate businesses and unincorporated organisations, made payable to Pro-Style Embroidery, are accepted by arrangement.

- c. **BACS** – Payments are accepted into The Supplier's business account, details of which will be notified to The Customer on request. Customers should allow 4 - 5 working days for BACS payments to reach The Supplier's account.
- d. **Credit and Debit Cards** – The Supplier currently accepts no credit and debit cards.
- e. **Cash** – When presented in person. Notes may be subject to security checks.

10. Carriage (Shipping and Handling)

10.1. Delivery Charges. Carriage is normally charged according to weight and volumetric weight as designated by the carrier. Every Order and any addition to an Order is subject to a delivery charge to cover the carriage costs from Pro-Style's suppliers to Pro-Style and (*if requested at the time of the Order being placed*) from Pro-Style to The Customer. If Pro-Style has to source goods from more than one of their suppliers the carriage charges incurred from all suppliers will be passed on to The Customer.

10.2. Method. Goods will normally be shipped via the most cost-effective route. Carriers may include, but not be limited to the Royal Mail or any other courier service. The Supplier may also deliver goods personally by prior arrangement, for which a carriage charge will normally be levied.

10.3 Insurance and Claims. Goods will not normally be insured in transit unless The Customer specifically requests it. Costs of insurance, recorded delivery or registered post must be borne by The Customer and will be included in the carriage charge. The Supplier shall not be liable for claims arising from loss or damage to properly packaged goods in transit.

11. Returns.

Please refer to the Warranties and Liabilities clause of these 'Terms and Conditions'.

12. Foundation of Contract and Specifications.

12.1. No contract will subsist between The Supplier and The Customer for the sale of any goods unless and until The Supplier accepts the Order by e-mail, telephone, letter or other means.

12.2. Whilst The Supplier makes every effort to ensure that any and all goods descriptions and illustrations supplied by him are accurate and current, The Supplier is dependant upon the requirements of each individual customer. Completed goods may therefore differ slightly from advertised descriptions.

12.3. The Supplier cannot guarantee product availability. Should goods ordered be temporarily unavailable The Customer shall be notified of the delay in delivery as soon as possible and given the option to cancel the Order. If The Customer does not cancel the Order, The Customer shall be deemed to have accepted the new delivery date.

12.4. By placing an order for goods and/or services from The Supplier, The Customer acknowledges that he, she or they have read fully and understood these 'Terms and Conditions' and is entering into a contract based upon these 'Terms and Conditions' by which he, she or they agree to be legally bound.

13. Warranties and Liability.

13.1. The Supplier always uses good quality garments and substrates, but cannot guarantee nor offer a warranty upon the quality of manufacture of any garment or substrate nor upon the conditions in which the goods are transported during delivery. If The Customer should discover (*within 3 days of delivery*) that an item is faulty, then The Supplier will replace the goods, subject always to the goods having not been worn, used or soiled and being returned for inspection prior to any replacement being made. To claim under this guarantee The Customer must contact The Supplier and obtain returns authorisation. Once authorisation has been obtained The Customer should return the alleged faulty goods to the returns address given. The goods will then be inspected and if the alleged fault is found a replacement will be issued.

13.1.a. Returns of embroidered and printed goods are not accepted under any circumstances other than those described in sub-clause 13.1.

13.2. The guarantee detailed at sub-clause 13.1 is not relevant and does not exist where The Customer has supplied their own garment(s) or other substrate(s).

13.3. Every care is taken to ensure that all goods submitted for embroidery and printing by a customer are returned in the condition in which they were received. However, it should be understood that they will be subjected to a mechanical process during embroidery and printing. Any and all items submitted to The Supplier, which are the property of The Customer or any third party on whose behalf The Customer is acting, are submitted entirely at The Customer's own risk.

13.4. The Supplier will not be liable for damages arising out of or in connection with the use of Pro-Style Embroidery, including use outlined at sub-clause 13.3 and clause 2.6.

13.5. Sizing information provided by garment manufacturers is beyond the control of Pro-Style Embroidery and Pro-Style Embroidery shall not be liable for the fitting of garments which are supplied correctly and in accordance with the sizes specified by The Customer in their Order. Pro-Style Embroidery does not provide sizing advice.

13.6. The Customer accepts that due to the dyeing process they may see a shade difference between products of the same colour.

13.7. For the avoidance of doubt, where goods are sold under a consumer transaction the statutory rights of The Customer are not affected by these 'Terms and Conditions'.

14. General.

14.1. If any provision of these 'Terms and Conditions' is declared by any judicial or any other competent authority to be void, void able, illegal or otherwise unenforceable or indications to that effect are received by either party from any competent authority then that provision shall be limited or eliminated to the minimum extent necessary so these 'Terms and Conditions' shall otherwise remain in full force and effect and enforceable.

14.2. These 'Terms and Conditions' supersede any prior agreement between the parties whether written or oral under such prior agreements.

14.3. These 'Terms and Conditions' shall be governed by and construed in accordance with the laws of England and the English Courts shall have non-exclusive jurisdiction to decide any dispute concerning these 'Terms and Conditions' or the subject matter of these 'Terms and Conditions'.

14.4. No waiver by The Supplier of any breach of these 'Terms and Conditions' by The Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

14.5. The acceptance and fulfillment of Orders are on the basis that The Customer has read, understood and accepted all these 'Terms and Conditions' and is aware that from time to time amendments may be made to these 'Terms and Conditions' without notice.

Hard copies of these 'Terms and Conditions' can be obtained directly from Pro-Style or may be viewed and downloaded as a PDF file on the Pro-Style website - www.pro-stylekent.com