

SALES AGREEMENT

TERMS AND CONDITIONS

1 ABOUT THESE TERMS

1.1 These terms and conditions, including the details set out in the acceptance of your order (the Contract) set out the terms on which you can purchase the goods set out in the relevant order confirmation (Goods).

1.2 Please read these terms and conditions carefully. These terms tell you who we are and other important information. They describe how we sell our Goods, set out your rights and responsibilities and tell you what to do if there is a problem. These terms also limit our liability.

1.3 Please note that we reserve the right to update, change or replace any part of these terms and conditions at our sole discretion. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

1.4 We will collect some personal data about you in order to process your order (e.g. your name, email address, payment details and delivery information). For information regarding how we process personal data, please see our privacy policy at .

1.5 These terms cover the terms and conditions if you purchase Goods in one of our stores, over the phone, or at some other location arranged with you.

2 WHO ARE WE?

2.1 We are THEFASHIONFACTORY LTD, registered in England with company number 15444017 whose registered address is Unit 1, Kimberley, Melton Mowbray, LE14 4DA.

2.2 We are Clothing design and manufacturing and in the business of selling fashion clothing .

2.3 If you have any questions about your Contract, please contact us using the details below:

Email: sales@fashion-factory.co.uk

3 PLACING AN ORDER

3.1 In order to engage us to provide you with Goods, please speak with one of our staff members, either in store, by email or over the phone.

3.2 If you place an order at some other location than one of our stores, your order will only be accepted when we send you a written acceptance of the order by email. When we send you an email confirming the order, a contract between you and us will be created to abide by this Contract.

3.3 We reserve the right to refuse to supply the Goods for any reason (for example, due to lack of stock). If this happens, we will notify you as soon as possible and if you have paid for the Goods in advance, we will arrange a refund to payment details you provided before.

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3.4 If you have ordered any Goods with us and you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

4 DESCRIPTION OF OUR GOODS

4.1 Whilst we display the colours of the Goods, as accurately as possible, there may be minor variations between the Goods and any samples provided in store, in our marketing materials or on any product packaging.

4.2 If we make the Goods based on a description of any measurement provided by you, you are responsible for ensuring that information is correct.

4.3 When providing our Goods to you:

4.3.1 we will provide our Goods to you in accordance with this Contract;

4.3.2 we will comply with all applicable laws relevant to the supply of the Goods;

4.3.3 our Goods will conform, in all material respects, with the description set out in the relevant order confirmation;

4.3.4 our Goods will be of satisfactory quality.

4.4 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.

When buyer supplies materials the supplier is not responsible for any faults regarding material quality or colour differences.

5 DELIVERY

5.1 We will deliver your selected Goods to you according to your chosen delivery address.

5.2 The delivery charges will be as follows:

Deliveries will be charged at the providers rate plus packaging

5.3 While we make every effort to deliver our Goods to you on your chosen delivery date or as soon as reasonably possible and in any event within 14 days from approval of product days of accepting your order, time of delivery is not guaranteed. Orders may be delayed if buyer insists on changing the production plan around with additional orders. Delays will also incur if buyer is late on payments.

6 PRICE AND PAYMENT

6.1 Final prices are given at time of sampling.

6.2 Prices for our Goods may change at any time. This will not affect existing orders unless:

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6.2.1 the information you provided us in relation to your order was materially different from the information we required in order to provide the Goods (for example, measurements, weights etc.); or

6.2.2 there has been an error regarding the pricing of any of our Goods and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order.

6.3 We will charge the Price to the credit or debit card that you have provided at the time we accept the order. All amounts due must be paid in full in advance.

6.4 All credit card and debit card payments need to be authorised by the relevant card issuer.

6.5 If you are purchasing our Goods as a business customer, you may set up an invoice account with us. Your invoice will be sent to the email address you provided when you placed your order and must be paid by you On delivery of goods, if payment is late more than 3 times then payment will be expected before dispatch from then on.

6.6 If your payment is not received by us when due, we may charge interest on any balance outstanding at the rate of 2% per year above the Bank of England's base rate (or where the Bank of England's base rate is less than 0%, interest shall be charged at 2% per year).

7 IF THE GOODS ARE FAULTY

7.1 Where the Goods do not meet their descriptions:

7.1.1 you must notify us in writing within 5 days of receipt of the Goods and any deliverables setting out the nature and extent of the faults or defects;

7.1.2 you are responsible for the cost of returning the Goods to us; and

7.1.3 we shall, at our option, remedy the fault with the Goods or refund (in whole or in part) the Price for the faulty Goods.

8 YOUR OBLIGATIONS

8.1 You agree that:

8.1.1 you will provide complete and accurate information when placing an order;

8.1.2 you are responsible for making sure that the information you provide us in order to enable us to provide the Goods is correct;

8.1.3 you will comply with this Contract, and any other documents referred to in it, when placing an order for Goods.

8.2 In reading and accepting these terms and conditions, you are aware of and understand your rights and responsibilities, and if you are not sure, you have contacted us sales@fashion-factory.co.uk for help or more information.

9 OUR LIABILITY TO YOU

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9.1 We are not liable to you for any losses you incur where the Goods are delayed or cannot be delivered because you fail to make information available to us or fail to provide us with adequate instructions or information to allow us to deliver the Goods.

9.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage. If we are affected by an unforeseeable event, we will promptly write to you to let you know if this means we are unable to fulfil the Contract.

9.3 Nothing in this Contract excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

9.4 Subject to the below, our liability under or in connection with this Contract (regardless of whether

such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the price for the Goods paid by you.

9.5 We will not be liable to you under or in connection with this Contract (regardless of whether such

liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

9.5.1 consequential, indirect or special losses; or

9.5.2 any of the following (whether direct or indirect):

9.5.3 loss of profit;

9.5.4 loss or corruption of data;

9.5.5 loss or corruption of software or systems;

9.5.6 loss or damage to equipment;

9.5.7 loss of use;

9.5.8 loss of opportunity;

9.5.9 loss of savings, discount or rebate (whether actual or anticipated); or

9.5.10 harm to reputation or loss of goodwill.

10 TERM AND TERMINATION

10.1 This Contract shall start on the date your order is accepted by us and shall go on until:

10.1.1 all Goods have been delivered as per the order confirmation and the Price for the Goods has been paid in full, in which case the Contract shall expire; or

10.1.2 the Contract is terminated in accordance with clause 7 (if the goods are faulty) if the goods are faulty.

10.2 We may terminate any and all Contracts we have with you at any time by contacting you in writing if:

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10.2.1 you commit a serious breach of the Contract;

10.2.2 you do or take part in anything illegal when purchasing our Goods; or

10.2.3 you fail to pay any amount due under this Contract.

10.3 You can cancel your order under clause 7 (if the goods are faulty).

10.4 Our right to terminate does not affect any of your rights.

11 GENERAL

11.1 Interpretation of this Contract: In this Contract:

11.1.1 a person means an individual, a firm or a company (whether or not having a separate legal identity from its members or owners);

11.1.2 clause, schedule and paragraph headings shall not affect the interpretation of this Contract;

11.1.3 references to statutes, regulations or other legislation or enactments referenced herein shall be deemed to be references to that enactment as amended, supplemented, re-enacted or replaced from time to time;

11.1.4 the words include, including and similar words or expressions will not limit the meaning of the words that come before them;

11.1.5 reference to writing or written includes email but not any other form of electronic communication; and

11.1.6 each of the parties shall be referred to as a party or together, the parties.

11.2 Costs: Each party is responsible for its legal and other costs in relation to the preparation and performance of this Contract.

11.3 Survival of terms: The parties intend the following terms to survive termination:

Clause 6

Clause 7

Clause 9

Clause 10

Clause 11

and all clauses required for their interpretation.

11.4 Relationship of the parties: The parties are independent businesses and not partners, principal

and agent, or employer and employee, or in any other relationship of trust to each other.

11.5 Third party rights: For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Contract is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

11.6 Assignment and other dealings: No party may assign, subcontract or encumber any right or obligation under this Contract, in whole or in part, without the other party's prior written consent or

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except as expressly permitted in this Contract.

11.7 Entire Agreement: This Contract, and any document referred to in it, contains the whole agreement between the parties relating to its subject matter and supersedes any prior contracts, representations or understandings between them unless expressly referred to in this Contract. Each party acknowledges that it has not relied on, and will have no remedy in respect of, any representation

(whether innocent or negligent) made but not covered in this Contract. Nothing in this clause limits or

excludes any liability for fraud or fraudulent misrepresentation.

11.8 Variation: No amendment or variation of the Contract will be valid unless agreed in writing by an authorised signatory of each party.

11.9 Severability: If any clause in this Contract (or part of a clause) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause

(or part of it) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Contract as soon as possible.

11.10 Waiver: No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

11.11 Notices: Notices under this Contract must be in writing and sent to the other party's address or email address, as set out in the order. Letters sent in the United Kingdom will be deemed delivered 3 business days (excluding English Bank Holidays), after sending. Emails will be deemed delivered the same day (or the next business day, if sent on a non-business day or after 5pm on any business day at the recipient's location).

11.12 Governing law and jurisdiction: This Contract is governed by the law of England and Wales. All disputes under this Contract will be subject to the exclusive jurisdiction of the courts of England and Wales