

## APS Promotions Limited – Terms and Conditions

These Terms and Conditions are the standard terms for the sale of goods by A.P.S Promotions Limited, a company registered in England under number 04721173, of 204 St Andrews Road, Northampton, NN2 6DA, whose registered office is at 132 Kingsley Park Terrace, Northampton, NN2 7HJ (“the Company”).

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Client” means you, the individual Consumer, firm or corporate body placing an Order with us. Where any person is entering into this Contract on behalf of a business, that person confirms they have the authority to enter into the Contract on behalf of that business and the business shall be the Client in the context of this Contract;

“Consumer” means a consumer as defined by the Consumer Rights Act 2015;

“Contract” means the contract for the purchase and sale of the Goods, as explained in clause 2;

“Goods” means the goods which are to be supplied by us to you as specified in our Quotation where applicable and/or your Order;

“Order” means your acceptance of the Quotation and/or order for the Goods;

“Quotation”, where applicable, means our quotation for providing the Goods, which remains open for acceptance for a period of 30 days and shall constitute our entire scope of works; and

“Website” means [www.aps-promotions.com](http://www.aps-promotions.com).

1.2 Unless the context otherwise requires, each reference in these Terms & Conditions to:

1.2.1 “we”, “us” and “our” is a reference to the Company and includes our employees and agents;

1.2.2 “you” and “your” is a reference to the Client and includes your employees and agents;

1.2.3 “writing” and “written” includes emails and similar communications;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.5 “these Terms and Conditions” is a reference to these Terms & Conditions;

1.2.6 a clause is a reference to a clause of these Terms and Conditions;

1.2.7 a “Party” or the “Parties” refer to the parties to these Terms & Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 No terms or conditions stipulated or referred to by the Client in any form whatsoever shall in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

1.5 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.

### 2. The Contract

2.1 The acceptance of our Quotation, electronically or otherwise, or the placement of an Order, creates a legally binding Contract between you and us and includes the acceptance of these terms and conditions, which shall apply between us. Before accepting our Quotation or placing your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 You are responsible for the accuracy of any information you submit to us and for ensuring that our Quotation reflects your requirements. Our Quotation is based on the information you provided to us at the time. Should any errors or discrepancies become evident which affect the price, or should any changes be required after acceptance of the Quotation, we reserve the right to make adjustments to it.

### 3. Description and Specification of Goods

3.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in our sales and marketing literature and on our Website. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process and differences in the colour reproduction of electronic displays.

3.2 If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

3.3 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

3.4 All Goods are bespoke and will be produced to your specifications and requirements, therefore, please ensure that all information that you provide to us is correct, accurate and complete.

3.5 It is your responsibility to provide measurements where applicable and the Goods will be manufactured to the information provided by you.

3.6 We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including, but not limited to, those described in these terms and conditions).

### 4. Design & Customisation

4.1 We will provide a visual proof, which must be accepted by you before we will proceed to manufacture. We will require you to confirm this by email and attach the relevant accepted visual. It is your responsibility to check for mistakes, including spelling mistakes, at this stage and we accept no responsibility for the same.

4.2 We reserve the right to charge for artwork design and amendments, as well as for amendments to any proofs we send. We will provide you with an estimated timeframe for any designs and a fixed cost. Any changes required by you over and above the timeframe allowance specified will be charged for at our standard hourly rate. Any such design work remains our property, and you will not be able to use it, until we have received payment for the Goods in full, at which point we shall grant you a licence to use the design for the sole purpose for which it was created. You will not be entitled to otherwise use, alter, adapt or reproduce the design work without our written permission.

4.3 Where we are required to colour match any design and/or logo, the Client must specify the pantone or colour reference included therein. We will endeavour to match your requirements as closely as possible but the colour may differ dependant on the colour of the garment to which it is applied and due to unavoidable variances in the

composition of the garment.

4.4 The Goods will be produced as shown on the accepted visual proof, however, please note certain colours may look different on electronic displays.

4.5 The design and/or logo size will be the same on all sizes of clothing, unless you request otherwise.

4.6 Samples can be requested but these must be returned to us within a reasonable period, in the same condition they were provided to you, or they will be chargeable.

4.7 Any originals or articles entrusted to us are left at your own risk.

### 5. Orders

5.1 Certain Goods will only be supplied in the minimum units stated in our Quotation, or in multiples of those units. Orders received for quantities other than these minimum units will be adjusted accordingly.

5.2 As all Goods are bespoke, Orders cannot be cancelled by you under any circumstances once you have accepted our Quotation. In the event of cancellation, any Goods not paid for will be invoiced and payable in accordance with clause 6.

5.3 We will only accept changes to Orders if we are reasonably able to accommodate your request without additional work. If your Order is changed, we will inform you of any change to the price in writing.

5.4 We may cancel your Order at any time before we despatch the Goods in the following circumstances:

5.4.1 If the Goods are no longer in stock and we are unable to re-stock (if, for example, the Goods are discontinued); or

5.4.2 If an event outside of our control continues for more than 60 days (please see clause 13 for events outside of our control).

5.5 If we cancel your Order under sub-clause 5.4 and you have already paid for the Goods under clause 6, the payment will be refunded to you within 14 days. If we cancel your Order, the cancellation will be confirmed by us in writing.

### 6. Price and Payment

6.1 The price of the Goods will be as detailed in our accepted Quotation. Any prices shown on our Website are illustrative only.

6.2 Our prices may change at any time but these changes will not affect any Orders that we have already accepted.

6.3 All prices quoted exclude VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.

6.4 Our prices exclude the cost of delivery. Delivery costs (if delivery is required) will be added on to the final sum due.

6.5 All payments must be made in full in advance upon placing your Order.

6.6 At our sole discretion, we may offer to invoice you for the Goods on or at any time after the Goods have been ordered.

6.7 All invoices are payable within 14 days from the date of invoice, unless otherwise agreed. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not yet passed to you.

6.8 We reserve the right to amend, reduce and cancel any credit limits offered, without notice.

6.9 The time for payment shall be of the essence of the Contract.

6.10 If you do not make payment to us by the due date, we reserve the right to charge all business clients interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

### 7. Delivery

7.1 We will provide an estimated delivery or collection date for the Goods. Please note that such estimated dates may vary according to their availability, your location and circumstances beyond our control.

7.2 Delivery will be deemed to have taken place when the Goods have been collected, or delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.

7.3 Orders will be despatched by courier, unless otherwise specified. Orders sent by courier may incur redelivery charges if we are unable to deliver the Goods at your chosen delivery address. In any event, should your Order not arrive by the estimated delivery date, you should contact us in writing as soon as possible so we can investigate.

7.4 The responsibility (or the “risk”) for the Goods remains with us until they have been collected, or delivery is complete as defined in sub-clause 7.2, at which point it will pass to you. Please note, however, that if you do not wish to use our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.

7.5 You own the Goods once we have received payment in full for them and once delivery has taken place in accordance with clause 7.2.

7.6 We reserve the right to charge for storage if you fail to collect or take delivery of the Goods or any part of them on the agreed date.

### 8. Signage Fitting

8.1 Where we have agreed to fit any signage, we will arrange a date and time for this. You will need to be present at the agreed date and time in order to provide us with access and confirm the location at which the signage is to be fitted.

8.2 In the event we are unable to gain access in accordance with clause 8.1, we reserve the right to charge for the aborted visit and any costs incurred by us in rearranging the fitting.

8.3 It is your responsibility to arrange for all electrical works to be carried out where necessary, both before and after the signage has been fitted.

8.4 We will supply scaffolding, ladders and any other access equipment we may require. However, if there are any particular site conditions or we may need any specialist equipment, please advise us at the time of placing your Order.

8.5 It is your responsibility to ensure the location at which the signage is to be fitted is appropriately constructed, in good condition and suitable to hold the weight of the signage. When we arrive on site, if we believe this is not the case, we will contact you to advise of this and to arrange a return visit. This will be decided at our sole discretion. We may charge for the aborted visit.

## 9. Consumer Returns Only

- 9.1 If you receive Goods that are incorrect, caused by a mistake made by us in production or delivery, you have the right to return them in exchange for a refund or a replacement, subject to the provisions of this clause 8.1. Goods which are incorrect as a result of incorrect information that you have supplied to us cannot be returned, as set out in sub-clause 3.6. If you wish to return incorrect Goods to us under this clause 8.1 you must do so within 7 calendar days of taking delivery, in their original condition, accompanied by proof of purchase.
- 9.2 If you receive Goods that are damaged or faulty, you have the right to return them in exchange for a refund or replacement, subject to the provisions of this clause 8.2. If you wish to return Goods to us under this clause 8.2, please do so as soon as reasonably possible after discovering the damage or fault, and in any event within 30 calendar days from the date of delivery. Please contact us to inform us of the fault and to arrange the return and your refund or replacement. This clause 8.2 only applies to Goods that are damaged or faulty when you receive them. Faults or damage caused by normal wear and tear or improper treatment do not entitle you to return Goods under this clause 8.2. We may require you to prove that the Goods in question were faulty on receipt if you return them to us under this clause 8.2.
- 9.3 This clause does not apply if you purchased the Goods having been told by us of the particular damage or fault (if, for example, the Goods were sold as seconds).
- 9.4 You may return Goods to us in person during our business hours of 9am to 5pm or you may return them by recorded delivery. For Goods returned under this clause 8, we will reimburse you for any reasonable postage costs. Please contact us in writing before arranging the delivery and we will advise how to proceed.
- 9.5 Upon receipt of the returned Goods, we will investigate the error and should the claim be found to be correct, refunds or replacements will be issued to you within 14 days of our receipt of the Goods if you return Goods to us by post or similar delivery service or if we collect the Goods from you.

## 10. Business Returns Only

- 10.1 If, on delivery, any of the Goods are defective in any material respect and either you lawfully refuse delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" and you give written notice of such defect to us within 24 hours of such delivery, we shall at our option:
- 10.1.1 replace the defective Goods within 14 days of receiving your notice; or
  - 10.1.2 refund to you, or reduce our invoice for, the price for those Goods (or parts thereof, as appropriate) which are defective;
  - 10.1.3 but we shall have no further liability to you in respect thereof and you may not reject the Goods if delivery is not refused or notice given by you as set out above.
- 10.2 In all cases where defects or shortages are complained of, we shall be under no liability in respect thereof unless we are given an opportunity to inspect the Goods before you or any third party uses, alters or modifies them.
- 10.3 Subject to sub-Clauses 9.1 and 9.2, we shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.
- 10.4 No Goods may be returned to us without our prior agreement in writing. Any Goods returned, which we are satisfied were supplied with defects of quality or condition that would not be apparent on inspection, shall either be replaced free of charge or, at our sole discretion we shall refund or credit to you the price of such defective Goods but we shall have no further liability to you. We reserve the right to reject Goods that have been washed or worn.
- 10.5 We shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subjection to normal conditions, failure to follow our instructions (whether given orally or in writing), misuse or alteration of the Goods without our prior approval, or any other act or omission on your part, or that of your employees or agents or any third party.

## 11. Business Client Default

- 11.1 If you fail to make any payment on the due date or if any event listed in clause 10.2 occurs, without prejudice to any other right or remedy available to us, we shall be entitled to:
- 11.1.1 cancel the Order and/or suspend any further deliveries to you;
  - 11.1.2 appropriate any payment made by you to such of the Goods (or goods supplied under any other Contract between you and us) as we think fit;
  - 11.1.3 demand immediate payment for any Goods delivered but not paid for, notwithstanding any previous agreement or arrangement to the contrary;
  - 11.1.4 repossess any Goods in which we retain title. You irrevocably authorise us to enter onto your premises during normal business hours for the purpose of repossessing the Goods in which we retain title.
- 11.2 This condition applies if:
- 11.2.1 you fail to perform or observe any of your obligations hereunder or are otherwise in breach of the Contract;
  - 11.2.2 you become subject to an administration order or enter into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) become bankrupt or (being a company) go into liquidation;
  - 11.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets;
  - 11.2.4 you cease, or threaten to cease, to carry on business; or
  - 11.2.5 we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly.

## 12. Confidentiality and Intellectual Property

- 12.1 Both parties agree to regard as confidential the contract and all information obtained by either party relating to the business and/or Goods and will not use or disclose to any third party such information without the other's prior written consent, provided that this undertaking shall not apply to information which is in the public domain other than by reason of that party's default.
- 12.2 You warrant that any image, document or instruction supplied or given by you shall not cause us to infringe any intellectual property rights, including any letter patent, registered design or trade mark in the execution of our services and shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of your

information.

- 12.3 We reserve the right to refuse to produce or reproduce any works that in our sole opinion we deem to be of an illegal, immoral or libellous nature.
- 12.4 The provisions of this clause 11 shall survive the termination of the Contract.

## 13. Our Liability

- 13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We are not responsible for any loss or damage that is not foreseeable.
- 13.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 13.3 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a Consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.5 Nothing in these Terms and Conditions seeks to exclude or limit our liability with respect to your rights as a Consumer, where applicable, including your rights under the Consumer Rights Act 2015.
- 13.6 Notwithstanding clauses 12.3 and 12.4, under no circumstances will we be liable to you by reason of any representation or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any indirect or consequential loss or damage whatsoever including, but not limited to, loss of profit, loss of business, business interruption or for any loss of business opportunity (whether caused by our negligence, or that of our servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you.

## 14. Events Outside of Our Control (Force Majeure)

- 14.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.
- 14.2 If any event described under this clause 13 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions, we will inform you as soon as is reasonably possible. Our obligations under these Terms and Conditions will be suspended, any time limits that we are bound by will be extended accordingly and we will inform you when the event outside of our control is over with details of any new dates, times or availability of Goods as necessary. If the event outside of our control continues for more than 60 days, we will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible.

## 15. How We Use Your Personal Information (Data Protection)

- 15.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 15.2 We may use your personal information to provide our Goods and services to you and to inform you of new products and services available from us. You may request that we stop sending you this information at any time.
- 15.3 We will not pass on your personal information to any other third parties without first obtaining your express permission.

## 16. Other Important Terms

- 16.1 We may sub-contract or transfer (assign) our obligations and rights under these Terms and Conditions (and the Contract, as applicable) to a third party without your consent. If the Contract is assigned (if, for example, we sell our business), you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and the Contract) without our express written permission.
- 16.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 16.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

## 17. Governing Law and Jurisdiction

- 17.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2 Any dispute, controversy, proceedings or claim between us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.