



# TERMS & CONDITIONS<sup>v2021.1</sup>

## 1. Definitions

- 1.1. "Company" means The Wurlin Ltd. T/A UmbrellaWorkshop, and the BagWorkshop.
- 1.2. "Purchaser" or "client" shall mean the person or organisation that buys or has agreed to buy the goods.
- 1.3. "Goods" and "services" means any item or service supplied by Wurlin Ltd.
- 1.4. "Specification" shall mean the specification agreed between the Company and the Purchaser in respect of any Purchase Order describing the nature of the services to be provided and/or the appearance and functions of the goods to be supplied and any performance criteria, which such goods or services are, required to fulfil.
- 1.5. "Contract" means the agreements between the Company and the Purchaser for the goods/services and incorporating these terms and conditions and any special conditions detailed in the order unless otherwise agreed.

## 2. Ruling Conditions

All Contracts entered into by the Company are subject to conditions to the exclusion of any and all printed terms and conditions of the Purchaser. These conditions cannot be varied, suspended or added to except with the prior written consent of the Company.

## 3. Contracts

- 3.1. Separate Contracts - Each Order placed by the Purchaser shall, on acceptance by the Company, be treated as a separate Contract. If there shall at any time be more than one Contract in the course of performance between the Company and the Purchaser, any question, dispute or difficulty which may arise in respect of one such Contracts, or the terms on which it may be settled, shall not affect in any way the performance of the other such Contracts, nor shall the Purchaser be entitled to exercise in relation to any other such Contracts any right of set-off or counter claim arising under any other Contract.
- 3.2. If, subsequent to any Contract of sale, which is subject to these conditions, a Contract of sale is made with the same Purchaser without express reference to any conditions, such Contract shall be deemed to be subject to these Conditions.

## 4. Price

- 4.1 Unless otherwise agreed in writing, the price of the goods and/or services shall be that ruling at the date of despatch or the services that are provided.





4.2 Unless otherwise stated carriage and/or postage and VAT are excluded.

4.3 The Purchaser is responsible for the payment of all costs relating to the delivery, packaging, and other applicable taxes and levies in relation to the Goods.

4.4 Any additional cost incurred with productions of samples and/or the preparations of dies, blocks, screens, engraving templates and jacquard will be priced separately and quoted accordingly by the Company to the Purchaser prior to acceptance by the Company of the Purchaser's order. Any such items will remain the property of the Company. In some circumstances a small- order charge may be applicable. This will be identified separately on the quotation.

4.5 The price of goods may be subject to variation to take account of variations in labour, materials or other costs since the date of the Company's quotation or (if no quotation is issued) the Purchaser's Order. The Company accordingly reserves the right to adjust the invoice price payable by the amount of an increase or decrease in such costs after the price is quoted and the invoice so adjusted shall be payable as if it were the original Contract price.

## 5. PAYMENT

5.1 All initial orders require a 50% deposit with the balance due within 15 days when the goods or services are invoiced by the Company. Production or sampling will not start until funds are cleared. Schedules and delivery times will be dependent on when deposit is received and will be deemed as the start date of the contract.

5.2 Where credit terms have been agreed, Payment for the goods or the services must be made strictly to the terms when the goods or services are invoiced by the Company. Failure to respect terms will result in the removal of credit terms. Payment terms are clearly indicated on Invoice.

5.3 The Company reserves the right to charge interest on overdue sums at the rate of 4% per annum above the base rate for the time being of Lloyds bank plc calculated on a daily basis from the due date of payment until the date upon which payment is made.

5.4 After three (3) reminders by email or by phone, A £60 ex VAT administration charge will be levied on any account that requires formal recovery procedures to be implemented.

5.5 If the Purchaser fails to make payment by the due date or when required, the Company may (without prejudice to any other remedy which it may have) cancel this contract and/or any other Contract between the Purchaser and the Company and/or suspend delivery until payment is made.

5.6 The Company reserves the right to vary the price of the goods by notice to the Purchaser given at any time before delivery if, and to the extent that there is any increase in the price or cost of the goods to the Company by reason of any foreign exchange fluctuations, changes in currency regulations, alterations in duties or import, variations in the cost of raw materials, labour, services or transport, or by any reason or cause (whether or not of the same nature of the foregoing) beyond the control of the Company.



5.7 The Company shall be at liberty to adjust the price to take into account any alteration made by the Purchaser to the Specifications supplied to the Company provided that no alterations shall be binding on the Company unless accepted by the Company in writing.

5.8 The Purchaser shall not be entitled to withhold payment of any amount payable under the Contract (or any other contract between the parties) because of a disputed claim of the Purchaser in respect of faulty Goods or any other breach of contract, nor shall the Purchaser be entitled to set-off against any amount payable under the Contract (or any other contract between the parties) to the Company any monies which are or are purported to be payable by the Company.

5.9 If any amount of the invoice is disputed by the Purchaser, the Purchaser shall inform the Company of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Seller the value of the invoice less the disputed amount in accordance with these payment terms.

5.10 Where the Seller requires payment of a deposit, the Client acknowledges that the deposit is not returnable.

5.11 Where payment is made by credit card or bank debit card, a 3% charge is levied in respect to credit charges applied by our credit card processor.

## 6. Delivery

6.1 Delivery will be deemed to have taken place at the moment when the goods pass out of the possession or control of the Company.

6.2 Artwork for bespoke items must be supplied in accordance with the proposed schedule, (unless otherwise specified within 7 days), failure to do so could affect requested delivery date on purchase order. Delivery requirements of goods begin at point of approval for such items.

6.3 Delivery and completion dates are given in good faith but shall not be binding upon the Company as a term of the Contract or otherwise and shall not be of the essence of the Contract. No liability will be accepted for any losses, costs, damages, or expense suffered by the Purchaser as a result of failure to meet such date/s.

6.4 The Company shall be entitled to deliver the goods at any time on or before the specified date unless otherwise specified by the Purchaser. The Company may at its discretion deliver part or in whole the consignment before the specified date.

6.5 In the event that a delivery date is quoted to the Purchaser in writing but delivery is not made within six months after such date the Purchaser may by notice in writing cancel the Order without liability to the Company for breach of Contract or otherwise for such failure to make or delay in delivery.

6.6 The Company shall not in any event be liable for any special, consequential or indirect loss or damage (including but without limitation, any loss of or in respect of profit, wages or overheads) suffered by the Purchaser as a result of any delay in a failure of delivery.

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6.7 All claims for non-delivery of any consignment shall be made in writing to the Company and any carrier engaged by the Company within five (5) working days after the date of despatch shown on the Company's invoice.

6.8 All claims for short delivery / quality / damage shall be made in writing to the Company within five (5) days from delivery of the consignment in question. The Company shall be given an adequate opportunity to examine the goods returned.

6.9 All claims for damage to or deterioration of the goods in transit shall be made in writing to the Company within five (5) days from delivery of the goods. The Company shall be given adequate opportunity to inspect the goods in question and the original packing on goods returned.

## 7. Passing Of Risk & Property Ownership

7.1 Goods supplied to the Purchaser will remain the property of the Company until such time as the Purchaser has paid to the Company the agreed price in full and cleared funds for all the goods under the Contract and any other contract between the parties.

Until title to the goods passes to the Purchaser: -

7.2 The Purchaser acknowledges possession of the Goods solely as a bailee of the Company until such time as the full price thereof is paid in full and cleared funds to the Company.

7.3 The Purchaser will protect, store and identify the goods by reasonable means so that they can be recognised as the property of the Company.

7.4 If the Purchaser is in breach of any of its obligations to the Company, or the order or

7.5 The Contract for the supply of goods is cancelled, or capable of being cancelled, and provided the goods are still in existence and have not been resold, the Company may (a) by notice to the Purchaser require redelivery to it of the goods; and/or (b) with or without previous notice, retake possession of the goods and sell the goods. For the purpose of this clause the Purchaser irrevocably authorises the Company's representatives to enter the premises on which the goods are situated and remove the goods at the Purchaser's expense.

7.6 The Purchaser's right to possession of the Goods shall cease if it does or suffers to be done any act or thing, which would or might entitle the Company to treat the Contract as having been repudiated for any reason.

## 8. Force Majeure

8.1 The Company shall be entitled to delay or cancel delivery or to reduce the amount of the Goods delivered if it is prevented from, hindered or delayed in supplying, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its reasonable control, including



but not limited to strikes, lockouts, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant machinery or shortage or unavailability of labour and raw materials from normal source of supply and the Company shall not be responsible to the Purchaser for any resulting loss or damage suffered by the purchaser.

8.2 If the performance of the Contract by the Company shall be prevented by any circumstances of force majeure, the Company shall have the right to be discharged from further performance of and liability under the contract price less a reasonable allowance for such part of the Contract that has not been performed by the Company.

## 9. Samples

9.1 All samples are supplied upon approval and are on a loan basis whereby we require their return unless otherwise agreed. Any samples shall be returned within 30 days of their despatch by the Company, such samples shall be deemed to have been sold to the Purchaser on the 31st day after the despatch of the said goods and shall be invoiced.

9.2 Products shown in the Company's catalogue or any similar literature bearing the name or logo of an identifiable company, firm or organisation is not a representation that the Company has supplied such goods. The illustrations are intended to illustrate the effect obtainable by marking with the name and logos and for no other purpose.

## 10. Preproduction Samples

10.1 Pre-production samples are manufactured to test product design/features and manufacturing processes. These are manufactured as piece work using small batches of material and components. There may be variations in construction, components and material (colour, quality, and composition) for full production runs.

## 11. Production Quantities

11.1 All Orders are subject to the supply of 10% under or over the actual quantity ordered. Whilst the Company will endeavour to minimise the possibility and quantity of over and under runs, where they have occurred, invoice totals will be adjusted to reflect the aforementioned under or over run as applicable.

## 12. Specifications, Warranty & Defects

12.1 All goods are sold subject to their specifications. The Company reserves the right to alter the specifications. No warranty shall apply unless the Purchaser complies strictly with the instructions contained therein.

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12.2 It is incumbent upon the Purchaser to supply the Company with full and precise instructions. In the event of an order being inadequately specified the Company's artistic interpretation shall be accepted without demur.

12.3 The Company shall at the request of the Purchaser at the time an order is placed, on completion of proof artwork provide a copy to the Purchaser for approval. In such event the Company shall not proceed with the Contract until authorised by the Purchaser. In the event that the Purchaser fails or refuses to authorise confirmation of the Contract the cost of the proof artwork shall be for the account of the Purchaser.

12.4 Where the Purchaser supplies products or printing the Purchaser agrees to supply sufficient products to allow for the wastage inherent in the printing process and acknowledges that up to 2.5% wastage may occur at each printing phase. The Company shall use its best endeavours to minimise such wastage but shall have no responsibility for the replacement or cost of products damaged during the printing process subject to the limits stated above.

12.5 All recommendations made and materials supplied by the Company must be tested and approved by the Purchaser prior to use. Subject to the above the Company guarantees that in the event that the goods are defective and failing to comply with the specifications as defined above and which render the goods to be unusable by the Purchaser, the Company will replace the same (or part thereof) free of charge if the Purchaser notifies the Company of the claim within 28 days of the date of invoice. The Company's liability is limited solely to the replacement value of the defective goods and in no event shall the Company be liable for loss of profit, indirect damage, or for consequential or special loss or damage, sustained by the Purchaser (Clause 12 also refers).

### 13. Product Tolerances

13.1 Dimensions and specifications supplied by the company are by way of general description and not binding in any way.

13.2 Unless separately agreed on the Order Confirmation, the Company will work within manufacturing tolerances to supplied dimensions and descriptions. Please check with The Company as to the exact dimensional tolerance for a specific product or material.

13.3 The Company reserves the right to make changes to any specified dimension and product description at any stage.

#### **Fabric Colour Tolerance**

13.4 The Company quality controls all of the fabric we manufacture for structural defects and extreme colour variations. We do however accept that fabric is dyed in batches to guide colours. Therefore there may be very slight tone and hue differences between batches of fabric.

13.5 Where we are supplying fabrics and print to a specific Pantone colour. The Purchaser accepts that colour is subjective and the colour match to Pantone will be to the discretion of the Company.





### **Fault Tolerances**

13.6 During the manufacturing process of fabrics faults are inevitable. In our quality control all faults which are outside the norm are sorted out. Minor faults like e. g. knobs, oil-spots, thread breakage, thick and thin places, slubs, jutting threads which are not longer than 5 – 10 cm are marked and thus are no reason for complaint.

13.7 According to the guidelines and recommendations of the UK textile industry following divergences for the delivery of fabrics are inside the tolerances:

- Length divergence  $\pm 3\%$
- Weight divergence  $\pm 3\%$
- Width divergence  $\pm 3\%$
- After washing a fabric will shrink 5%

Within the bounds of our quality assurance we try to fall below these tolerances and to deliver you a quality which is considerably above the standard of the textile industry.

## **14. Consequential Loss**

14.1 Nothing in this clause will be deemed to exclude or restrict the Company's liability for death or personal injury resulting from the Company's negligence.

14.2 The Purchaser will determine the suitability of the goods for its intended use and will not rely upon any representations made by or on behalf of the Company. The Company's liability will never exceed the limitations in Clause 11 above.

14.3 The Company will not be liable for any consequential or indirect loss or damage suffered by the Purchaser (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever, whether this loss or damage arises from a breach of duty, in Contract or in Tort or in any other way (including loss or damage arising from the Company's negligence).

14.4 Except as set out in these conditions all warranties and conditions, whether express or implied, statutory or otherwise (including conformity with description, sample, fitness for purpose or merchantable quality) are excluded.

## **15. Cancellation**

15.1 Once a Contract exists between the Purchaser and the Company the same cannot be cancelled by the Purchaser except with the Company's consent and on terms, which will indemnify the Company against all loss including, without exception, loss of profits.

15.2 If there is an appointed Receiver or Administrator of the Purchaser's property or assets or any part of them, or a court order is made or a resolution passed for the winding up of the Purchaser (except





for the purpose of amalgamation or reconstruction) or if the Purchaser commits any act of bankruptcy, or any bankruptcy petition is presented against the Purchaser, the Company may by notice in writing to the Purchaser cancel all Orders and Contracts between the Company and the Purchaser or any part of them remaining unfulfilled.

## 16. Copyright

16.1 The Company assumes that by passing artwork etc. to them the Purchaser has the legal right to the property in it, and requires the Purchaser to indemnify the Company from all and any claims arising from alleged breach of copyright etc. For the sake of good order the Company hereby declares that it is not knowingly party to any misuse of registered or copyrighted designs and/or materials, and under no circumstances will it accept any actions against itself whether direct, conjoined or ex part, and the Company accepts no liability for Purchaser's mistakes or transgressions in this (or any other) field.

## 17. Governing Law

17.1 All Contracts made between the Company and the Purchaser shall be construed with and governed in all respects by English Law and the Purchaser agrees to submit to the jurisdiction of the English Courts.

**Please refer to our Ethics Policy in regards to how we treat both clients and suppliers both fairly, ethically and for mutual benefit of all.**

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