

# Contract and Delivery Terms and Conditions

1. **General/Inclusion**  
 The Seller will sell only under the following terms:
  - (a) the Buyer acknowledges these terms and conditions apply to all current and future deliveries, regardless of any of its own terms presented at any time and even if the Buyer's own terms and conditions differ.
  - (b) any variations to our terms and conditions must be agreed to in writing and are only effective if they are signed by either corporate management or the responsible sales manager.
  - (c) any failure or delay in our response to differing terms and conditions of the Buyer or standard conditions communicated to us does not constitute our acceptance of said terms and conditions. This also applies to any failure or delay in our response to order confirmations that have been changed or modified.
  - (d) any variations to our terms and conditions in the Buyer's order confirmation will be deemed as a rejection of the order.
  - (e) if the Buyer nevertheless accepts our delivery, this will constitute agreement to our terms of delivery and the applicable payment terms will apply.
  - (f) unless otherwise provided for in our Contract and Delivery Terms and Conditions, the latest standard terms and conditions for the clothing industry shall apply.
2. **Data protection**
  - 2.1 All data is stored electronically and/or manually in accordance with data protection laws and other applicable legal provisions and/or regulations.
  - 2.2 Where necessary or appropriate for the transaction of business or in accordance with other laws, we may provide said data to third parties in accordance with applicable data protection laws.
  - 2.3 Data may be fully or partially transferred to the extent necessary or appropriate, in particular to our subsidiaries, agencies and representatives, branch locations, licensees, tax consultants and auditors, data centres and financial institutions.
3. **Severance**  
 If any of the provisions of these terms and conditions are invalid, unenforceable, or illegal for any reason, that provision (or part) shall be deemed deleted to the extent required, and the validity and enforceability of the remaining clauses shall remain unaffected.
4. **Quality of the goods**
  - 4.1 Our goods are produced industrially.
  - 4.2 Minor variations in size, shape, material properties and colour from the sample collection or brochures and other depictions of our goods are not considered defects.
  - 4.3 We are not responsible for advertising claims regarding the nature of goods made by our contract partners or their agents.
5. **Delivery**
  - 5.1 Goods are delivered ex works.
  - 5.2 Transport risks and shipping costs are accepted by the Buyer.
  - 5.3 Packaging costs will be charged only if the Buyer requests special packaging for shipping.
6. **Remote trade, social networks and resellers**
  - 6.1 The Buyer will primarily sell goods and, if applicable, license goods directly to end consumers. Where the Buyer wishes to sell to purchasers other than end consumers, it will only sell to purchasers (1) who meet the Seller's distribution standards and (2) after obtaining the Seller's written consent to the expansion of its sales structure since third parties may have exclusive distribution rights in certain regions and countries which both the Seller and its Buyers must respect.
  - 6.2 The Buyer agrees that it will not create its own distribution network or set up branches in any territories which have been allocated exclusively to another partner of the Seller or which the Seller has reserved for itself and that it will not actively solicit or supply customers in any such territories or advertise or store goods there. Similarly, the Buyer is not permitted to sell to any purchaser who it believes will resell the goods on a commercial basis in such territories. Cross-supplies by the Buyer to the holder of the respective exclusive distribution right are permissible.
  - 6.3 The Buyer must obtain the Seller's prior written consent to make any reference to the Seller or its relationship with the Seller on social media or social networks. Any publicity must not adversely affect the rights of the Seller, in particular the Seller's trademarks or third party rights. The Buyer will inform the Seller if it intends to sell the goods at a distance so that the Seller can check whether such rights are infringed.
7. **Acceptance default**
  - 7.1 If the Buyer does not accept the goods delivered ex works it is considered in default of acceptance and the Seller has the right, after granting an extension of 10 days, to either issue an invoice for any pending deliveries or withdraw from the agreement and claim damages.
8. **Seller default**
  - 8.1 If the Seller fails to deliver within the agreed delivery period, an extension of no more than 12 days will be automatically granted without notice.
  - 8.2 After expiry of this extension period, and if delivery has still not occurred, the Seller is considered to have withdrawn from the agreement.
  - 8.3 Damage claims by the Buyer against the Seller due to default are limited to cases of gross negligence, with the exception of claims for damages arising from death or personal injury caused by negligence.
  - 8.4 Partial deliveries are permitted with a discharging effect.
  - 8.5 Each partial delivery is considered an independent order and will be billed separately.
9. **Liability of the Seller**
  - 9.1 Subject to Clauses 9.2 and 9.3, the Seller's total aggregate liability under these terms and conditions (whether in contract, tort (including negligence), breach of statutory duty or otherwise) howsoever caused shall be limited to the amount paid by the Buyer for the relevant goods.
  - 9.2 The above limitation of liability does not apply to:
    - (a) death or personal injury caused by negligence;
    - (b) fraud or fraudulent misrepresentation;
    - (c) breach of obligations implied by Section 12, Sale of Goods Act 1979;
    - (d) defective products under the Consumer Protection Act 1987.
  - 9.3 Subject to Clauses 9.1 and 9.2, the following types of loss are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or

- corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.
10. **Period for bringing claims**
- 10.1 The limitation period for Buyer in relation to any claims under these terms and conditions, including in relation to product defects, is one year from the date the relevant goods are delivered.
- 10.2 In cases of gross negligence, or in cases of damage arising from death or personal injury caused by negligence due to any breaches by the Seller or one of its agents, the legal provisions regarding the standard statute of limitations and the start of the limitation period shall apply.
11. **Rights and obligations of the Buyer in the case of physical and legal defects**
- 11.1 Complaints regarding visible defects must be submitted to us immediately but no later than 12 business days of shipment of the goods or, in the case of non-visible defects, within 12 days of possible detection.
- 11.2 If the Buyer fails to report any defect claims on time, the Buyer relinquishes all claims to damages and replacement/repair as well as its right to withdraw from the agreement or reduce the purchase price.
- 11.3 Rejected goods must be returned to the Seller no later than 5 business days after the complaint is filed; defective goods are considered returned upon receipt by the Seller.
- 11.4 If the defect is accepted by the Seller, the Buyer has the right to have the goods replaced or repaired.
- 11.5 The Seller may elect whether to repair or replace the goods.
- 11.6 The Buyer has the right to withdraw from the purchase agreement or reduce the purchase price only if replacement or repair fails to remedy the issue twice within a reasonable time frame after a complaint is submitted.
- 11.7 If the Buyer chooses to withdraw from the agreement, it shall not be entitled to damages for the defect.
- 11.8 The Buyer shall not be entitled to any other claims regarding physical and legal defects unless the Seller has acted fraudulently or issued a guarantee.
12. **Burden of proof**
- The Buyer is responsible for the burden of proof for any claims, including the defect itself, the time of discovery of the defect and the timeliness of the complaint unless the circumstances require this to be the responsibility of Seller.
13. **Statute of limitations**
- 13.1 The Buyer's claims for material and legal defects in goods shall expire within one year. The limitation period begins on the date the goods are delivered.
- 13.2 The above restrictions do not apply to claims arising from death or personal injury caused by negligence.
14. **Remedies for the Buyer**
- 14.1 If the Buyer is forced to take back possession of the goods from the consumer due to defects, or if the consumer reduces the purchase price because of defects, and provided the Buyer has met its obligations to the Seller to immediately report defects, the Buyer's claims against the Seller due to physical or legal defects and any claims due to any breaches or expense reimbursement claims by the consumer against the Buyer due to failed replacement or repair of any breaches shall be limited to payment of a maximum of 120% of the net purchase price of the defective goods under the contractual relationship between the Buyer and the Seller.
- 14.2 This restriction does not apply to losses resulting from death or personal injury caused by negligence.
15. **Right to withhold payment, offset claims**
- The Buyer is not permitted to offset claims to which it is entitled under the purchase agreement or any other aspect of its business relationship with the Seller or to withhold payment of the purchase price unless the Buyer's claims are undisputed or legally enforceable through a settlement agreement or court judgment.
16. **Payments**
- 16.1 Invoices will be issued on the date of delivery or provision of the goods. Invoices are payable:
- within 10 days of the invoice date at a 4% discount,
  - within 11 to 30 days of the invoice date at a 2.25% discount,
  - within 31 to 60 days of the invoice date without any discount.
- 16.2 For direct debits, the advance notification period is shortened to 5 days. This does not apply if Seller and Buyer have agreed on payment in advance.
17. **Default interest**
- Default interest shall be 4% per annum over the Bank of England base rate, charged as of the due date without notice.
18. **Change in the economic circumstances of the Buyer**
- 18.1 The Seller may suspend all further deliveries under any ongoing agreements until all outstanding amounts due to the Seller from the Buyer are paid in full.
- 18.2 If the Buyer fails to fulfil the Seller's claims, including but not limited to non-compliance with the Seller's payment terms or circumstances that could impact the Buyer's creditworthiness, all outstanding amounts owed to the Seller shall become due immediately and subject to interest charges regardless of all other circumstances.
- 18.3 Such circumstances include, but are not limited to, situations where the Seller has obtained credit insurance to cover impending agreements and the Seller's insurance provider does not accept or forfeits all or part of the insured risk or if a promissory note or check is not executed, in which case any such claims of the Seller shall also become due immediately, provided they remain backed by a promissory note or were deferred under an agreement.
- 18.4 In these cases, the Seller is entitled to demand prepayment or a guarantee of its choice for all pending deliveries or to withdraw from the agreement after an appropriate grace period and demand compensation for damages.
- 18.5 The right to demand the return of goods subject to reservation of title at the Buyer's expense under Clause 19 remains hereby unaffected.
- 18.6 The Seller shall charge the Buyer a payment reminder fee of £6.00 plus VAT for each payment reminder sent after the due date of the Seller's claims, but not more than a total of £20.00 plus VAT, as flat compensation for reminder costs.
- 18.7 Payments received from the Buyer will always be applied to the oldest outstanding items plus any accrued default interest and costs, including those for legal action.
19. **Title and risk**
- 19.1 All goods supplied by the Seller shall remain the property of the Seller until all accounts, i.e. all goods sold under reservation of title by the Seller, are paid in full.
- 19.2 However, the Buyer may sell the goods as part of its ordinary course of business.

- 19.3 In the event of the resale of goods sold under reservation of title, the Buyer hereby waives any resulting claims along with any associated rights to the Seller.
- 19.4 Until title of the goods has passed to the Buyer, and subject to Clause 19.2, the Buyer shall:
- (a) store the goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
  - (c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify the Seller immediately if it becomes subject to insolvency, bankruptcy or other winding up procedure; and
  - (e) give the Seller such information as the Seller may reasonably require from time to time relating to:
    - (i) the goods; and
    - (ii) the ongoing financial position of the Buyer.
- 19.5 At any time before title to the goods passes to the Buyer, the Seller may:
- (a) by notice in writing, terminate the Buyer's right under Clause 19.2 to resell the goods or use them in the ordinary course of its business; and
  - (b) require the Buyer to deliver up all goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the goods are stored in order to recover them.
20. **Force majeure**
- 20.1 Neither party shall be in breach of any agreement between the Seller and Buyer in accordance with these terms and conditions or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from an event, circumstance, or cause beyond a party's reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.
21. **Assignment and other dealings**
- 21.1 The Seller may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under any agreement between the Seller and Buyer.
- 21.2 The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under any agreement between the Seller and Buyer without the prior written consent of the Seller.
22. **Entire agreement**
- 22.1 These terms and conditions constitute the entire agreement between the parties.
- 22.2 Each party acknowledges that in entering into any agreement under these terms and conditions it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.
23. **Waiver**
- 23.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 23.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
24. **Notices**
- 24.1 Any notice given to a party under or in connection with these terms and conditions shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
    - (i) Seller: [info@gerryweber.com](mailto:info@gerryweber.com)
    - (ii) Buyer: the owner or contact's e-mail address provided in the Customer Data form.
- 24.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
  - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
25. **Third party rights**
- 25.1 These terms and conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.
- 25.2 The rights of the parties to rescind or vary these terms and conditions are not subject to the consent of any other person.
26. **Governing law and jurisdiction**
- 26.1 Any agreement between the Seller and Buyer in accordance with these terms and conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 26.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any agreement between the Seller and Buyer in accordance with these terms and conditions or its subject matter or formation.