FIT Apparel Ltd Business-to-Business (B2B) Sales Terms and Conditions

1. Basis of Contract

1.1. These Terms and Conditions apply to all contracts (each a "Contract") between **Fit Apparel Limited** (registered in England & Wales, company number 15028188, registered office at Unit 15, Olympic Court, Whitehills Business Park, Boardmans Way, Blackpool, United Kingdom, FY4 5GU, VAT number 451154323) ("the Supplier") and its business customers (each a "Customer") for the sale of goods and products ("Goods") (including branded products) or the provision of services ("Services"), which may include print and design services. These Terms and Conditions do not apply to consumer customers (those purchasing for personal use or purposes outside of their business, craft, or profession). References to clauses are to clauses of these Terms and Conditions. Words such as "including" and "or otherwise" are illustrative and shall not limit the meaning of the words preceding them.

1.2. These Terms and Conditions shall apply to the exclusion of any other terms that the Customer seeks to impose, or which are contained in any order form, purchase order, letter, or other document issued by the Customer, or which are implied by trade, custom, practice, or course of dealing. The Customer waives any right it may have to rely on such terms.

1.3. The Customer's order for Goods and/or Services, as set out in any of the following:
(a) a purchase order form;
(b) the Customer's written acceptance of the Supplier's quotation; or
(c) any other written confirmation (including email) from the Customer that references the Supplier's quotation or proposal,
(each an "Order"), constitutes an offer by the Customer to purchase the Goods and/or Services specified in the Order, in accordance with these Terms and Conditions.

1.4. An Order is accepted by the Supplier when the Supplier issues a written acceptance of it, or, if earlier, when the Supplier delivers the Goods or provides the Services to the Customer.

1.5. The Customer is responsible for ensuring that the terms of each Order, including any applicable specifications for the Goods and/or Services ("Specification"), and any related artwork and/or designs submitted by the Customer, are complete, accurate and of good quality and resolution.

1.6. The Customer warrants that in entering into a Contract, it does so as a business and not as a Consumer.

1.7. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Supplier, except for those set out in these Terms and Conditions or an accepted Order. Any correspondence relating to an Order that predates the Order is deemed to be subject to contract as set out in the Order, along with these Terms and Conditions and any correspondence subsequent to the Order.

1.8. A quotation for Goods and/or Services given by the Supplier shall not constitute an offer. A quotation shall be valid for a period of 30 days from its date of issue, or for such other period as may be stated in the quotation.

---

2. General

2.1. The Goods and Services are as described in:
(a) the Supplier's catalogue;
(b) the Supplier's website (as modified by any applicable Specification); or
(c) the relevant quotation, invoice, or order confirmation (whichever is relevant to an Order).

2.2. Where Goods are manufactured, personalised, or Services are provided in accordance with a Customer-supplied Specification, the Customer:
(a) is solely responsible for ensuring that the Specification is accurate, suitable for its intended purpose, and free from errors;
(b) must ensure that the Supplier's use of the Specification does not infringe any third-party intellectual property rights or result in a violation of any applicable laws; and
(c) acknowledges that personalised Goods are non-refundable and non-cancellable once production has commenced.

2.3. The Supplier may amend the Specification of the Goods and/or Services if required by any applicable statutory or regulatory requirements, without prior notice.

2.4. Although every effort is made to describe Goods and Services accurately in catalogues, brochures and on the website, the Supplier does not warrant the accuracy of such descriptions and accepts no liability for minor variations in size, colour, or design. The Customer acknowledges that:
(a) variations in colour and finish may occur due to different manufacturing batches or screen display settings; and
(b) such variations do not constitute a defect or grounds for cancellation.

2.5. These Conditions shall apply to any replacement Goods supplied by the Supplier.

---

3. Delivery of Goods

3.1. The Supplier shall deliver the Goods to the location set out in the Order. (Delivery is only available within the UK.)

3.2. Unless otherwise agreed in writing by the Supplier, any dates quoted for delivery are approximate and the date and time of delivery are not of the essence.

3.3. The Supplier shall not be liable for any failure or delay in delivery of the Goods caused by the Customer's failure to provide adequate delivery instructions or any other instructions relevant to the Goods' supply.

3.4. If the Supplier fails to deliver the Goods (in whole or in part) or the Goods are damaged or lost in transit, the Supplier's liability shall be limited to replacing the relevant Goods within a reasonable time, refunding the relevant Goods' purchase price, or issuing a credit note.

3.5. The Supplier shall have no liability for failing to deliver the Goods (even if caused by the Supplier's negligence) unless the Customer gives written notice to the Supplier within five (5) business days of the date the Goods would, in the ordinary course of events, have been received.

3.6. The Supplier shall not be liable for any loss arising from damage caused to the Goods in transit unless such loss or damage is noted on the delivery note at the time of delivery, or reported to the Supplier in writing, along with a sample or photographic evidence of such damage, within five (5) business days of delivery.

3.7. Any claims regarding the quality of the Goods delivered must be made in writing to the Supplier within five (5) business days of delivery in accordance with Clause 5 below. Failure to do so will result in the Goods being deemed to comply with the Contract's terms regarding quality.

3.8. The Customer may not reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered. However, the Supplier shall make a pro-rata adjustment to the Order invoice. The quantity of any consignment of Goods as recorded by the Supplier upon dispatch from the Supplier's premises shall be conclusive evidence of the quantity received by the Customer, unless the Customer can prove otherwise. Any claims regarding the quantity of Goods delivered must be made in writing to the Supplier within five (5) business days of delivery, or such Goods will be deemed to comply with the Contract's terms regarding quantity.

---

4. Refunds and Returns

4.1. Personalised Goods:
Due to the personalised nature of certain Goods, the Customer acknowledges and agrees that they shall not be entitled to a cancellation, return, or refund once the Goods have been customised or personalised, in accordance with applicable regulations. This includes, but is not limited to, customised embroidery, screen printing, or any other alterations made to the Goods based on the Customer's specifications.

4.2. Plain Goods:
The Customer may return plain Goods for a refund or cancellation of the order under the following conditions:

- The Goods must be returned within 14 days from the date of delivery.
- The Goods must be in their original, unused, and unwashed condition, with all original sales tags and packaging intact.
- The Customer is responsible for the cost of return shipping unless the Goods are faulty or were delivered in error.

Refunds will be processed once the Goods have been returned and inspected to confirm that all conditions are met.

4.3. Faulty or Incorrect Goods:
If Goods are delivered in a condition that does not match the Customer's Order, or if the Goods are found to be of an unacceptable standard, the Customer must notify the Supplier within 7 days of delivery. In such cases, the Supplier will either provide a full refund, a replacement, or offer an alternative solution, as mutually agreed by both parties.

4.4. Refund Processing:
Once a refund request is approved, the Supplier will process the refund within 14 days of receiving the returned Goods, in the same method as the original payment.

4. 5. Non-Refundable Items:
The following items are non-refundable:

- Personalised or customised Goods, as outlined in Clause 4.1.
- Any Goods that have been used, washed, or altered after delivery.

4.6. Packaging and Labelling Requirements:
To ensure the Goods remain in resalable condition, the Customer must return all plain Goods with the original packaging and labels intact. Failure to do so may result in the refusal of the return or a partial refund.

4.7. Cancellation of Orders:
The Customer may cancel an Order for plain Goods at any time before the Goods are dispatched, provided that the cancellation is submitted in writing. Once dispatched, plain Goods cannot be cancelled. For personalised Goods, no cancellation is allowed once the customisation process has begun.

---

5. Quality of Goods

5.1. The Supplier warrants that on delivery, the Goods shall:

5.1.1. Conform in all material respects (to normal commercial standards) with their description and Specification;

5.1.2. Be free from material defects in design, material and workmanship; and

5.1.3. Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2. Subject to Clause 5.3, if:

5.2.1. The Customer gives notice in writing to the Supplier within five (5) business days of delivery that some or all of the Goods do not comply with the warranty set out in Clause 5.1; and

5.2.2. The Supplier is given a reasonable opportunity to examine such Goods; and

5.2.3. The Customer (if asked to do so by the Supplier) returns such Goods to the Supplier at the Customer’s cost;

The Supplier may, at its discretion, either:

(a) Repair, reprint, or replace the defective Goods; or

(b) Refund the price of the defective Goods and any applicable delivery charges in full; or

(c) Issue a credit note against any unpaid invoices for the Goods.

5.3. The Supplier shall not be liable for the Goods failing to comply with the warranty set out in Clause 5.1 if:

5.3.1. The Customer continues to use the Goods after giving notice in accordance with Clause 5.2;

5.3.2. The defect arises because the Customer has not followed the Supplier's oral or written instructions regarding the care and use of the Goods or, if there are none, good trade practice regarding the same;

5.3.3. The defect arises due to the Supplier following any drawing, design, or Specification supplied by the Customer;

5.3.4. The Customer alters or repairs the Goods without the Supplier's written consent;

5.3.5. The defect arises because of fair wear and tear, wilful damage, negligence, abnormal storage, or working conditions; or

5.3.6. The Goods differ from their description or Specification because of changes made to comply with applicable statutory or regulatory requirements.

5.4. Except as provided in this Clause 5, the Supplier shall have no further liability to the Customer regarding Goods not complying with Clause 5.1.

5.5. To the fullest extent permitted by law, the Supplier excludes the terms implied by sections 13 to 15 of the Sale of Goods Act 1979.

5.6. Any samples, illustrations, photographs, descriptive matter, specifications, measurements, and advertising issued by the Supplier, or any descriptions or illustrations in the Supplier's catalogues, brochures or websites, are issued or published solely to provide an approximate idea of the Goods and Services described. These do not form part of the Contract and do not have contractual force. The Supplier may vary any Specification without prior notice.

5.7. All sizes referred to in the Supplier's price lists, brochures and quotations are approximate unless the Supplier expressly agrees otherwise in writing.

5.8. Unless the Supplier expressly agrees otherwise in writing, the Supplier shall be deemed to have fulfilled its obligations under these Conditions by printing, cutting, embroidering, or otherwise branding the Goods within reasonable trade tolerances.

5.9. Whilst the Supplier will take all reasonable steps to match logo styles, font styles, Pantone colours or swatches, this cannot be guaranteed due to variations in production processes, material differences and other factors. Minor deviations in colour, font or finish shall not constitute a defect or give rise to a right to reject the Goods.

5.10. Any errors in proofs submitted to and approved by the Customer, as well as any errors in the Customer's original artwork, design files, or information provided by the Customer, are the sole responsibility of the Customer. Once proofs have been approved, the Supplier accepts no responsibility or liability for any such errors.

5.11. Although every effort will be made to supply Goods in accordance with the quality of any sample supplied to the Customer, this cannot be guaranteed.

5.12. The Supplier will make reasonable efforts to achieve the best possible colour reproduction on the Customer's printed Goods. However, the Customer acknowledges and accepts that variation is inherent in printing and other branding processes. The Supplier cannot guarantee an exact match in colour or finish between the Customer's artwork, any previously printed material (whether by the Supplier or another party), or any other materials supplied by the Customer and the printed Goods supplied by the Supplier.

---

6. Risk and Title

6.1. The risk in the Goods shall pass to the Customer upon delivery.

6.2. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cleared funds) for the relevant Goods.

6.3. Until title to the relevant Goods has passed to the Customer, the Customer must:

6.3.1. Store those Goods separately from all other goods held by the Customer so that the Goods remain readily identifiable as the Supplier's property;

6.3.2. Not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3. Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.4. Notify the Supplier immediately if it is unable to pay its debts as they fall due, becomes the subject of any formal insolvency proceedings, or is subject to an application or proposal for any formal insolvency procedure;

6.3.5. Provide the Supplier with such information relating to the Goods as the Supplier may require from time to time.

6.4. If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Clause 6.3.4, then, without limiting any other right or remedy the Supplier may have:

6.4.1. The Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

6.4.2. The Supplier may, at any time:

6.4.2.1. Require the Customer to deliver up all Goods in its possession which have not been resold; and

6.4.2.2. If the Customer fails to do so promptly, enter any premises of the Customer or any third party where the Goods are stored to recover them.

---

7. Supply of Services

7.1. The Supplier shall provide Services to the Customer in accordance with the Specification in all material respects and using reasonable care and skill.

7.2. The Supplier shall use reasonable endeavours to meet any performance dates specified in an Order. However, such dates shall be estimates only and time shall not be of the essence for the supply of the Services.

7.3. The Supplier reserves the right to make changes to the Services, if necessary, to comply with applicable law or safety requirements.

---

8. Price, Payment and Invoicing

8.1. The price of the Goods and/or Services shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's current catalogue, brochure or website as at the date of the Order.

8.2 The price of the Goods and/or Services is exclusive of delivery costs and VAT (unless otherwise stated). Delivery costs, if applicable, will be included on the main invoice and charged to the Customer, only if the Customer opts for delivery. Any additional costs for artwork, alterations from the original copy after an agreed proof, or additional printing costs will be charged in accordance with the details and policies contained in the Supplier's brochures, on its website, or as the Supplier shall inform the Customer in writing.

8.3. Payment is required by credit or debit card before any order is processed, unless credit facilities have been approved in advance with the Supplier. The Customer's card will be debited automatically when the Supplier accepts the Customer's Order.

8.4. Where credit facilities have been approved, the Supplier may invoice the Customer for Goods on or at any time after delivery or for Services on or at any time after performance. Each invoice shall be deemed complete and accurate unless the other party notifies the Supplier in writing within seven (7) business days of the date set out on the invoice.

8.5. The Customer shall pay each invoice in full and in cleared funds by the end of the month following the month the invoice was dated, to the bank account specified on the invoice. Time of payment is of the essence.

8.6. If the Customer fails to make any payment due to the Supplier by the due date, the Supplier may suspend delivery of any further Goods and/or provision of any further Services to the Customer. Additionally, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England from time to time, from the due date until the overdue amount is paid in full.

8.7. The Customer shall pay all amounts due to the Supplier in full, without any set-off, counterclaim, deduction, or withholding (except for any deduction or withholding required by law).

8.8. If the Supplier stores Goods for a Customer, it shall do so free of charge until the anniversary of the date the Goods were ready for delivery, but may charge thereafter. The Supplier shall inform the Customer of any charges at least one month before applying such charges. If the Supplier varies this clause (in accordance with Clause 17) so that a charge would apply to a Customer before the anniversary, it shall give the Customer at least one month's notice before applying such a charge.

---

9. Amended & Cancelled Orders

9.1. Changes to an Order (including Orders to be delivered in instalments) are generally not possible once submitted by the Customer. Any request to change an Order's quantity must be made in writing by the Customer to the Supplier before the Supplier commences work on the Order and such a request will only be accepted at the Supplier's discretion.

9.2. The Supplier may suspend or cancel any Order by written notice if:

9.2.1. The Customer fails to pay any amounts owed to the Supplier;

9.2.2. The Customer undergoes any of the events set out in Clause 6.3.4; or

9.2.3. The Customer breaches any of these Terms and Conditions.

9.3. The Customer may not cancel an Order unless the Supplier agrees to the cancellation in writing.

9.4. The Supplier may charge for a cancelled Order (including a partially cancelled Order), along with a charge for all work carried out up to the date the Supplier receives written notice of cancellation from the Customer.

9.5. Upon termination of the contract or cancellation of an Order, the Customer shall immediately pay to the Supplier all invoices and interest due to the Supplier.

9.6. Termination of the contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as of the termination date.

9.7. Clauses which expressly or by implication survive termination of the contract shall continue in full force and effect.

---

10. Limitation of Liability

10.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:

10.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable);

10.1.2. Fraud or fraudulent misrepresentation;

10.1.3. Breach of the terms implied by Section 12 of the Sale of Goods Act 1979;

10.1.4. Defective products under the Consumer Protection Act 1987; or

10.1.5. Any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

10.2. Subject to Clause 10.1:

10.2.1. The Supplier shall under no circumstances be liable to the Customer, whether in contract, tort, negligence, breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with the supply of Goods or Services to the Customer, including loss of profit, business revenue, contracts, opportunities, reputation, or goodwill; and

10.2.2. The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the supply of Goods or Services, whether in contract, tort, negligence, breach of statutory duty, or otherwise, shall in no circumstances exceed the price the Customer has paid for the Goods or Services to which the claim relates.

---

11. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations to the extent that such failure or delay is caused by an event beyond a party's reasonable control, or which could not have been foreseen, or, if it could have been foreseen, was unavoidable. Such events include, but are not limited to: industrial disputes, failure of transport networks, acts of God, war, terrorism, riot, interference by civil or military authorities, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical, or biological contamination, explosions, collapse of buildings, fires, natural disasters, epidemics, extreme adverse weather conditions, or default of suppliers or subcontractors.

---

12. Notices

12.1. Any notice or other communication given under or in connection with these Terms and Conditions or an Order shall be in writing, addressed to the relevant party at its registered office (if it is a company), or its principal place of business (in any other case), or such other address as that party may have specified in writing in accordance with this clause. Notices may be delivered personally, sent by pre-paid first-class post or another next working day delivery service, commercial courier, fax, or email.

12.2. A notice or communication shall be deemed to have been received:

- If delivered personally, when left at the address referred to in Clause 12.1;
- If sent by pre-paid first-class post or another next working day delivery service, at 9:00 AM on the second business day after posting;
- If delivered by commercial courier, on the date and at the time the courier's delivery receipt is signed;
- If sent by fax or email, on the business day after transmission.

12.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

---

13. Assignment and Other Dealings

13.1. The Supplier may at any time transfer its rights and obligations under these Conditions to another party.

13.2. The Customer may not transfer its rights or obligations under these Conditions without the prior written consent of the Supplier.

---

14. Severance

Each paragraph of these Conditions operates separately. If any court or relevant authority determines that any of these provisions are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

---

15. Waiver

A waiver of any right or remedy contained in these Conditions or available at law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. Third Party Rights

A third party shall not have any rights to enforce these Conditions under the Contracts (Rights of Third Parties) Act 1999.

---

17. Variation

The Supplier may revise and amend these Conditions from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements.

---

18. Governing Law and Jurisdiction

18.1. These Conditions, the contract between the parties, and any dispute or claim arising out of or in connection with these Conditions or an Order (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or any Order (including non-contractual disputes or claims).