

## LOOKFLY LTD – TERMS & CONDITIONS OF BUSINESS

### 1. AGREEMENT

These terms and conditions form the basis of the legal agreement under which Lookfly Ltd, will supply you ("The Customer") goods, products and items that you have ordered from us and we have agreed to supply you.

### 2. DISPATCHES AND DELIVERIES

For all orders placed via the Lookfly online shop [www.lookfly.com](http://www.lookfly.com), please allow for up to 5 working days for dispatch from our premises. All orders placed via the Lookfly online shop are sent Royal Mail 1<sup>st</sup> Class post unless otherwise requested. If you believe your parcel to be lost, then please contact Lookfly Ltd to investigate further. Please allow 10 working days for Royal Mail deliveries up to 7kg and 3 working days for guaranteed delivery items dispatched through 3<sup>rd</sup> party couriers. Please allow 28 days delivery for orders overseas.

On receipt of your order, we advise you check your invoice/dispatch note carefully and ensure that the contents comply accordingly.

In order to permit Lookfly Ltd to claim against its carriers, any claim by customers for non-delivery or short delivery must be made in writing within 14 days from date of posting for UK customers and 35 days for overseas customers.

Unless otherwise requested, "to follow" items will be forwarded as available.

For all UK-based Custom Team Uniform and Custom-made Accessory orders that cannot be delivered to you in person, Lookfly will ship to you using a guaranteed next day delivery courier service unless otherwise requested. Prices for this service may vary but as a general guide standard orders up to 30KG cost £15.00 including VAT.

For orders that are required before a certain time next day or with special instructions, please contact a member of the Lookfly team before your dispatch date.

Quotes will be supplied for the best method of shipment for overseas orders.

### 3. WARRANTY

We undertake that the goods will, in all respects comply with any general description that we may have submitted to you, will be of satisfactory quality and be reasonably fit for the purpose for which they were manufactured subject to normal usage.

### 4. RETURNS

#### i) Lookfly Ltd Products or Third Party products supplied by Lookfly Ltd:

In the event of an item being damaged and the damage in your opinion is due to defective materials or poor workmanship, and of which you feel have had justified use, we request that they be returned for our inspection immediately. Under no circumstances must the item be continually worn, when in your opinion they are damaged.

Goods must be returned in the same condition and packing as they were dispatched and directed to our address. Any breach in this condition may result in credit being refused or reduced.

We rely upon your order being correct at the time of purchase and we reserve the right to refuse to take back goods that we believe were ordered in error or that are no longer required. However, we do offer 14 days unconditional approval on all correctly purchased items from Lookfly Ltd except for Custom Team Uniforms and Custom-Made Accessories. You can claim full refund (less P&P) on unsoiled items returned to us within 14 days, or alternatively, if you wish, you may exchange your item. Refunds and exchanges may only be processed once we have received your returned item and on the condition that it is still suitable for resale.

#### ii) Lookfly Ltd Custom Team Uniforms & Accessories:

Lookfly Ltd will not accept the return of goods that are correctly delivered as ordered and whilst we will make every effort to deliver on dates agreed by Lookfly Ltd and the customer, Lookfly Ltd will not accept returned goods on the grounds that they were delivered late.

In the event that goods supplied are damaged and the damage in your opinion is due to defective materials or poor workmanship, a credit or replacement will be issued if a repair is not reasonably possible. Under no circumstances must item be continually worn, when in your opinion they are damaged.

Lookfly Ltd reserves the right to inspect the alleged defective goods before authorizing action. In the event that Lookfly Ltd takes action to

correct defective goods, Lookfly Ltd will send you confirmation of this action. Your replacement will be dispatched free of charge within 5 working days of corrective action.

### 5. ORDER CANCELLATION

Lookfly Ltd will only accept cancellation of Custom Team Uniforms Custom-made Accessory orders prior to manufacturing.

### 6. SPECIFICATION OF GOODS

We pride ourselves on the high quality of our work when creating Custom Team Uniforms and Custom Team Accessories. We manufacture, print and embroider using the highest quality materials, to ensure that every job is completed to the highest standards, and under normal circumstances every garment is inspected by at least two people before being packed for shipping.

The nature of the screen-printing and vinyling process is such that there will inevitably be some tiny variations in the positioning of prints on garments within a batch; this is usually undetectable, and is an unavoidable characteristic of the technique.

There are also occasional slight variations in colour and size integrity within a batch of shirts – this, along with consistency of garment build quality, is something completely outside our control, and we must ask you to understand that such variations must be accepted as normal, and not "faults" (within the standard tolerances prevalent in the garment manufacturing industry).

It is also an inevitable characteristic of fabric garments that some slight shrinkage may occur after washing; we choose the garments we supply carefully to ensure that we use brands with the best shrink-resistance characteristics.

Cotton (and other garment fabrics) is not a rigid material; stretching is inevitable during the process of being worn, washed etc., so we use additives in our inks to enable printed designs to stretch and maintain their integrity during the course of normal use, and avoid the "cracking" found on lower-quality prints. However, under extreme stress even our prints may be subject to some slight degradation, and of course over long periods of time (and cycles of washing) a small amount of wear-and-tear is inevitable. Our prints are properly cured so that they won't come off, even under extreme conditions, but minor degradation as described, while rare, does occasionally happen and is normal, not an indication of a fault with the print or the garment.

All descriptions and other details provided in relation to goods are subject to confirmation by us and may be changed without notice. All sizes are approximate "to fit" sizes and are given as a general guidance only. Colours, shades, materials and sizes of goods may vary to a minor extent from those illustrated.

All goods are subject to availability. We may cancel a supply agreement or offer suitable alternative items if the goods ordered are out of stock or no longer available.

Please note that protective wear products and medical supports are only designed to reduce the impact and severity of an injury sustained. Lookfly Ltd accepts no responsibility for any injury sustained whilst wearing Lookfly Ltd products or products supplied by Lookfly Ltd.

### 7. PRICES

Whilst every effort will be made to maintain the prices indicated by Lookfly Ltd in any of our communication, it may not always be possible for reasons beyond our control. Lookfly Ltd therefore reserves the right to discontinue any products and change prices when necessary to take into account any currency fluctuations, tax duty or levy which may be imposed in respect of the goods. All prices include VAT where applicable. All new quotes and prices cancel all previous quotes and prices from Lookfly Ltd. For all orders including those from overseas customers, prices are initially given in UK £ Sterling.

### 8. PAYMENT

We accept the following payment methods:

- i) All major credit cards and PayPal accounts. Payments by this method are subject to additional handling fees.
- ii) UK Cheques, EURO Cheques, UK postal orders, Bankers Draft and UK £ Sterling cash
- iii) International bank transfers and internet bank transfers

Returned cheques will be subject to all incurred service charges. All bank charges for transfers are responsibility of the customer.

## 9. VAT

VAT at the standard rate of 15% is included in all retail prices advertised on our general website, Lookfly shop website and on our order confirmation forms. A VAT invoice is supplied with all UK/EU Custom Team Uniform and Custom-made Accessory orders. VAT invoices for other types of sales are available on request.

## 10. OVERSEAS ORDERS

For all orders within the EU, a VAT rate of 15% will be included in the price of your order. There are no duty charges when shipping within the EU. For all orders outside of the EU and UK, the VAT rate of 15% is not applicable and will not be charged on your goods. However, customers are responsible for any brokerage costs, customs tax, duty and all other applicable taxes on exit of goods from the UK/EU.

## 11. TERMS OF CREDIT

Under normal circumstances, Lookfly Ltd requires a deposit of 40% of the total cost before manufacturing on Custom Team Uniforms and Custom-made Accessories will take place, with the remainder to be paid prior to the dispatch of goods. No Custom Team Uniforms and Custom-made Accessories orders will be released unless payment for the order has been received in full. Some customers may find it easier to pay 100% in advance rather than pay 40% deposit first.

Invoices are normally issued within 7 days of the shipment of goods, although a VAT invoice for the full amount can be supplied to you with your confirmation if required.

For all non-custom purchases made from Lookfly Ltd, payment is required in advance unless a Company Purchase Order is supplied.

For orders supplied with a Company Purchase Order, our credit terms are strictly 15 days from date of invoice. Lookfly Ltd will charge interest on overdue invoices exceeding 15 days at a rate of minimum 1.5% per month.

Lookfly Ltd reserves the right to ask overseas customers and customers with a poor credit history to pay 100% in advance for their Custom Team Uniform and Custom-made Accessory orders before manufacturing takes place.

## 12. NON-PAYMENT

Please be aware that by placing an order you are entering into a contractual arrangement on behalf of your self and (if applicable) your band/organization/society, regardless of your individual business status, age or other considerations.

In the event of non-payment of an invoice by a customer, Lookfly Ltd will pursue collection of the outstanding debt by whatever means required. Lookfly Ltd will then invoice the customer for any fees incurred.

## 13. RISK PROPERTY AND INSURANCE

All risk in the goods (including their loss or destruction) are deemed the responsibility of the customer from the date the delivery takes place (or would have taken place but for your act or default), once the goods have left our premises (if we are to deliver them to a third party at your request), or once they have been posted (if we are deliver the goods by post). Title to the goods shall only pass to the customer when payment in full has been made and the customer shall permit Lookfly Ltd and its representatives to enter the customer's premises and to repossess the goods at any time after payment has become due.

## 14. RE-SALE

Lookfly Ltd products are sold to the customer on the express condition that the customer will not sell or supply such goods to any person, company or corporate whatsoever for re-sale by such person, company or corporation, without the permission of Lookfly Ltd.

## 15. INTELLECTUAL PROPERTY RIGHTS

All copyrights, trademarks, patents and other industrial or intellectual property that are produced by Lookfly Ltd or as a result of Lookfly Ltd remains the property Lookfly Ltd and must not be reproduced, used or exploited in any manner whatsoever.

## 16. LOOKFLY CUSTOM UNIFORMS – ADDITIONAL TERMS OF BUSINESS

### i) Quotations and Order Confirmations

We are happy to quote over the phone. However, if you wish to place an order we will normally follow this up with an Order Confirmation (which we will email to you as a detailed quote in Acrobat .pdf format). We may take your written acceptance of the Order Confirmation as our authority to start work on the order, regardless of whether a deposit payment has been sent, to ensure that we can achieve your delivery deadline. This acceptance can be sent by email or by post. It must be accompanied by the name and phone number of the person in your organisation

accepting the quotation. Quotations and Order Confirmations are valid for 28 days. Please check that our Order Confirmation details your exact garment type, colour and size requirements as once an order has been confirmed we may be unable to change the composition of the order (other than to add to it) as we work to very short lead times and manufacture/source garments specifically for each job.

### ii) Minimum Order

The minimum order for Lookfly Custom Uniforms where screen printing is not required is 1 garment. For orders that required screen printing, the minimum order is 12 garments. Garments can be made up of any combination of custom shirt, long-sleeve or vest or include cotton t-shirts, Long-sleeves, vests or hoodies, as long as the screens being used for print are the same throughout. Print colour changes within order batches are permitted but are charged a fee per screen per change.

### iii) Print Screens and Artwork

Print screens are held on file for between 12 and 18 months and set up costs will not be charged again if screens are used once within this time period. We try to keep artwork stored digitally once it has been submitted to us but we cannot be held responsible for the loss or damage to artwork files between orders.

Our preferred file format for receiving artwork is Adobe Illustrator or Photoshop EPS, PSD or Jpeg files. Please ensure that all non-vector format files are 300dpi or higher with your sizes set to the size you wish to see it printed. Please also supply your print dimensions and preferred colour requirements by email.

For colour prints, please specify Pantone numbers where possible. If no Pantone number is given, please provide a colour proof. If no precise colour information is given, we will work from your written or verbal instructions but can accept no responsibility if your description differs from the final outcome.

Please remember that printing onto garments is not the same as printing onto paper, and exact colour-matching is not a straightforward process: we mix inks specifically for each job, and will do our very best to get as close as possible to your specified requirements, but it's always possible that there may be very slight differences between a colour mixed to a Pantone reference and the same colour printed on a shirt.

If you are having problems with your artwork please contact any member of the Lookfly team. We are all skilled designers and are happy to design or help with any reasonable artwork ideas.

For embroidery, unless you have an existing file (.DST), your design will have to be digitized, and will be subject to a setup charge. To receive a quote on digitization setup costs for a logo, please send us your design.

### iv) Turnaround Time

Our turnaround time is approximately 4-6 weeks (excluding statutory bank or public holidays) for Custom Team Uniform orders including printing, naming and numbering, and 2-3 weeks (excluding statutory bank or public holidays) for Lookfly Lite and cotton garment orders. We will discuss delivery dates ahead of manufacturing to ensure that all efforts are made to deliver in time for major events.

Any changes to the manufactured part of your order during the confirmation stage or after confirmation may be subject to increased lead times for delivery.

## 17. REGISTERED OFFICE

Lookfly Ltd is registered at Andrew M Girling & Co (Accountants) 11, High St, Ruddington, Nottingham, Nottinghamshire NG11 6DT

Lookfly operates from Lookfly Ltd, Unit D4, The Ropewalk, Off Station Road, Ilkeston, Derbyshire, DE7 5HX

## 18. GENERAL MATTERS

A supply agreement shall be governed by the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts of Law. A working day is Monday to Friday except Good Friday, Easter Monday, Christmas Day and any statutory bank or public holiday.

We both agree that these terms and conditions strike a reasonable balance between our respective interests. If any of these terms and conditions shall be invalid or unenforceable for any reason then that not shall affect the validity of the remainder of these terms and conditions that will remain in full force and effect but as if any such invalid or unenforceable term or condition had never formed part of it.