

Terms and Conditions of Sale

1. Definitions

'Company' means Importiva Ltd (registered number 15208828) whose registered office is at 862-864 Washwood Health Road, Birmingham, B8 2NG.

'Customer' means the person, firm, company, organisation or public authority whose order for goods is accepted by the Company.

'Goods' means products that the Customer agrees to purchase from the Company (whether or not the Company provides services to create, amend or adapt those Goods).

'Total Price' means all sums due to the Company in respect of the Goods.

2. Applicable Terms and Conditions

2.1. All quotations are provided, purchase orders accepted and Goods delivered by the Company subject to and upon the following terms and conditions of sale to which no addition or variation (including any special terms and conditions agreed between the parties) shall apply unless specifically agreed in writing by the Company.

2.2. All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these terms and conditions.

2.3. No other terms and conditions shall apply notwithstanding any provisions to the contrary which may appear on the order form or purchase order or any other document issued to or by the Customer.

3. Prices

3.1. Prices quoted are correct at the date of the quotation and may be subject to

3.2. All prices are exclusive of VAT, which will be charged at the rate ruling on the date that the Goods are dispatched.

4. Payment Terms

4.1. Unless otherwise agreed, a 30 % deposit is required when placing an order and balance payment on delivery of goods.

4.2. All invoice queries must be notified in writing to the Company by the Customer within seven working days of the invoice date.

4.3. Time for payment shall be of the essence.

4.4. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment, at a rate of 2% above the Bank of England's base rate from time to time in force, and shall accrue at such a rate after as well as before any judgment.

5. Title and Risk

5.1. Risk in the Goods shall pass from the Company to the Customer upon delivery of the Goods.

5.2. Even though risk in the Goods has passed to the Customer in accordance with clause 5.1, the Customer will not become the owner of the Goods until the Customer has paid in full the Total Price and all other sums which may be due from the Customer to the Company.

5.3. Until the Customer has become the owner of the Goods the Customer shall hold the Goods on behalf of the Company and accordingly must:

5.3.1. act in good faith regarding the Goods;

5.3.2. keep the Goods properly stored, protected and insured;

5.3.3. ensure that the Goods can always be identified as belonging to the Company;

5.3.4. not allow anyone else to obtain any right or claim over the Goods that would conflict with the rights of the Company;

5.3.5. return the Goods to the Company immediately if required by the Company to do so;

5.3.6. allow the Company:

5.3.6.1. to take back the Goods if the Customer fails to return them in accordance with clause 5.3.5, and

5.3.6.2. to enter the Customer's premises (even if they are locked or secured) for that purpose, and

5.3.7. if the Goods are held by someone else on the Customer's behalf:

5.3.7.1 ensure that the Company has the right to enter that person's premises to recover the Goods, and

5.3.7.2 If the Company so requests exercise any right that the Customer may have against the person holding the Goods to ensure that the Company's rights to the Goods are protected.

5.4 If the Customer sells or otherwise disposes of the Goods (or any part

of them) before the Total Price has been paid, any money that it receives for the Goods (or any part of them), including insurance proceeds, must be held by the Customer on trust for the Company separate from any money of the Customer or third parties, and paid as soon as possible to the Company on account of the Total Price.

5.5 The Company may sue for the Total Price even though the Customer is not yet the owner of the Goods.

5.6 This clause 5 shall not prevent or hinder the Company from enforcing any other rights that it may have against the Customer.

6. Delivery

6.1. The Company will use reasonable endeavours to comply with agreed dispatch, collection and delivery dates where stated but such dates are estimates only and are not fundamental to the contract for

6.2. The Company reserves the right to alter delivery dates due to circumstances outside of the Company's control such as delays in artwork/pre-production sample approval by the Customer; courier delays; any issues arising during the manufacturing process and other adverse situations, such as extreme weather

7. Supply of Goods

7.1. All manufactured goods are subject to a +/- 10% tolerance. The Customer will only be charged for the actual quantity produced.

7.2. The Company accepts no liability for errors or omissions in artwork once the artwork proof and pre-production sample proof have both been approved by the Customer and the Goods are in bulk

7.3. The Company will use reasonable endeavours to ensure that the Goods supplied at the time of delivery correspond to the specification(s) and pre-production samples approved by the Customer but no warranty of correspondence is given.

7.4. The Customer is under a duty to inspect the Goods upon delivery or collection and must inform the Company of any discrepancies in the Goods as soon as it is reasonably possible to do so. The Company will be under no liability for any damages, defects or shortages that would be apparent upon reasonable careful inspection of the Goods, and in any event will be under no liability unless a written complaint detailing the alleged damage or shortage is delivered to the Company within three



working days of delivery of the Goods.

7.5. In all cases where defects or shortages are notified, the Company shall be under no liability in respect thereof unless the Customer allows the Company to inspect the Goods and/or packaging as supplied before they are used, altered or modified by the

7.6. The Company undertakes to uplift and replace or credit (at the Company's discretion) faulty, damaged or incorrectly supplied Goods and pay any carriage costs when the error is clearly on the part of the

7.7. The Company does not accept responsibility for reasonable wear and tear of Goods or for Goods that have not been properly cared for or have not been treated in accordance with the Company's instructions or recommendations instructed.

7.8. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law.

8. Returns Policy

8.1. The Company is not obliged to accept the return of any Goods that have been supplied in accordance with the contract between the Company and the Customer.

8.2. The Company will not accept return of any Goods unless an authorisation number has been issued by the Company.

8.3. If the Company is to accept the return of Goods it will only accept Goods that are undamaged and in a marketable condition.

9. Cancellation of Orders

9.1. The Company is not obliged to accept the cancellation of any order by the customer.

9.2 If the Company is to agree to any cancellation by the Customer agreement will be conditional on payment of a work in progress charge which would be advised by the Company's appointed Account Manager at the time of cancellation.

10. Limitation of the Company's Liability



10.1. The Company does not exclude liability for death or personal injury caused by the Company's negligence or breach of statutory duty.

10.2. Subject to clause 10.1 if the Company is unable to resolve a Customer issue, the Company's liability is limited to the replacement or cost of the Goods sold to the Customer in respect of which the liability arises.

10.3. Subject to clause 10.1 under no circumstances whatsoever shall the Company be liable for consequential loss or damage to the Customer or for economic loss howsoever arising.

11. Termination

11.1. Without prejudice to any other right or remedy which either the Company or the Customer may have, either of them may terminate their contract at any time by giving notice in writing to the other party (which will take effect as specified in the notice) if:

11.1.1. the other party is in substantial breach of that contract and, if the breach is one that can be put right within seven days, the breach has not been put right within seven days after the other party has been given notice specifying the breach and requiring it to be remedied; or

11.1.2. the other party is unable to pay its debts as they fall due, or an order is made or a resolution is passed for the winding up of the other party, or party commits an act of bankruptcy or has a bankruptcy petition presented against him or her, or an administrator or administrative receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party offers to make or makes any composition with its creditors, or any of the other party's assets are taken by any of its creditors, or the other party takes or is subject to any similar or equivalent action as a result of debt.

11.1.3. The provisions of clauses 5 and 12 shall survive the termination of the contract.

12. General

12.1. **Force majeure:** the Company is not liable for any delay or failure to deliver Goods or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, acts of God, strikes, lock outs and other industrial disputes, failure of suppliers or contractors, breakdown of systems or network access, flood, fire, explosion, accident or war.



12.2. Confidentiality: the Company and the Customer will act in good faith at all times and shall not disclose any confidential information, facts, knowledge, documents, prices, data, software or computer records without prior written authorisation from the other party.

12.3. Data Protection: the Company is registered under the Data Protection Act 2018 and will only use personal data in accordance with the Company's privacy policy which can be found at www.importivaltd.com

12.4. Modern Slavery: both the Customer and the Company shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes of practice from time to time in force including but not limited to the Modern Slavery Act 2015.

12.5. Anti-Bribery: both the Customer and the Company shall comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

12.6. Copyright: the copyright in these terms and conditions and in any sales materials and documentation produced by the Company belongs to the Company and reproduction in whole or in part without the express written permission of the Company is strictly prohibited.

12.7. Intellectual Property: the Customer warrants that if it requests the Company to incorporate in the Goods anything that is protected by any intellectual property right it will either own such rights or have right to allow the Company to use them for that purpose and the Customer shall indemnify the Company against all costs claims and demands arising from any claim by a purported owner of such intellectual property rights in relation to the Goods.

12.8. Governing Law: these terms shall be governed by, and construed in accordance with, the laws of England and the parties hereby submit to the jurisdiction of the English Courts.

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