

DOUBLE RETAIL LIMITED
TERMS AND CONDITIONS OF SUPPLY

1. Meaning

1.1. In these Conditions the following phrases have the following meanings:

“Background IPR”	any Intellectual Property Rights other than Foreground IPR that is used in connection with the Goods and/or Services;
“Client”	means the person, firm, company or organisation specified on the Order Confirmation;
“Client Material”	means, but shall not be limited to, any written documents, plans, designs, drawings, pictures, photographs or other images, or any information in any form provided by the Client to Double Retail;
“Commencement Date”	means the date of the Order Confirmation;
“Confidential Information”	means any commercial or technical know-how, material or data obtained by one party from the other, whether in written, electronic or other visual or readable form or which is communicated orally;
“Data Protection Legislation”	means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (EU 2016/679) and any other directly applicable European Union regulation relating to privacy;
“Delivery”	delivery of the Goods to the location agreed in the Order Confirmation;
“Double Retail”	means Double Retail Limited, 30 Queen Square Bristol BS1 4ND (company no. 06789712);
“Expiry Date”	means the date which is 12 months from the Commencement Date or each anniversary thereof;
“Goods”	means the goods provided by Double Retail to the Client as specified in an Order Confirmation;
“Foreground IPR”	means all Intellectual Property Rights which have been developed or created solely for the purpose of providing the Goods and /or Services under these Conditions;
“Intellectual Property Rights”	means any patents, design rights, trade marks, service marks (in each case whether registered or not), copyright, database rights, know-how, trade or business names, rights in confidential information, goodwill and other similar rights existing in any part of the world;

“Order”	means the acceptance by the Client of a Quotation for purchase of Goods and/or Services;
“Order Confirmation”	means Double Retail’s written acknowledgment of an Order;
“Price”	means the price payable for the Goods and/or Services as detailed in the Order Confirmation;
“Quotation”	means Double Retail’s written quotation for the sale of Goods and/or Services to the Client;
“Services”	means the services to be provided by Double Retail to the Client as detailed in the Specification;
“Specification”	means the specification agreed by Double Retail and the Client for the Goods and/or Services and which for the avoidance of doubt shall include Double Retail’s technical drawings and designs;
“UK Data Protection Legislation”	means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation;
“Working Day”	a day other than a Saturday or Sunday or other public or statutory holiday in England and Wales;
“Year”	means each consecutive period of 12 months starting on the Commencement Date.

2. Supply of the Services

- 2.1. The Goods and/or Services shall be provided to the Client in accordance with the Specification, the Quotation and these Conditions. The Quotation shall detail the Goods and/or Services to be provided and shall be valid for 30 days. A binding contract shall come into force on the date of the Order Confirmation.
- 2.2. Double Retail may at any time without notifying the Client make any changes to the Goods and/or Services which are necessary to comply with any safety or statutory requirements, or which do not materially affect the nature or quality of the Goods and/or Services.
- 2.3. The Client is responsible for checking that the Specification is accurate and meets its requirements.

3. Term

- 3.1. These Conditions shall apply from the Commencement Date and shall unless otherwise terminated in accordance with clause 13, continue for a fixed period of 12 months.
- 3.2. These Conditions may be renewed for further periods of 12 months by mutual written agreement, such agreement to be reached within one calendar month of the Expiry Date in each Year.

4. Delivery

- 4.1. Double Retail undertakes to use its reasonable endeavours to provide the Goods and/or Services by the dates specified in the Order Confirmation. All dates are approximate only and time is not of the essence in this regard. Double Retail shall not be liable to the Client if it is prevented or delayed from performing any of its obligations under these Conditions by reason of any act or omission of the Client.
- 4.2. Goods shall be delivered to the place of delivery set out in the Order Confirmation ("**Delivery**"). For the avoidance of doubt, Delivery may mean collection by the Client from the supplier's premises. If Delivery is at the supplier's premises, the Client is responsible for complying with any relevant export and import duties or licences. Delivery shall be completed on the arrival of the Goods at the location agreed in the Order Confirmation.
- 4.3. If the Client fails to accept Delivery of any of the Goods when Delivery is completed, or Double Retail (or its suppliers) is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licence or authorisations:
 - 4.3.1. risk in the Goods shall pass to the Client;
 - 4.3.2. the Goods shall be deemed to have been delivered;
 - 4.3.3. Double Retail (or its suppliers) may store the Goods until Delivery (or acceptance of Delivery) and the Client shall pay Double Retail all costs and expenses incurred including storage and re-delivery;
 - 4.3.4. Double Retail may re-sell or dispose of the Goods if the Client has not accepted Delivery or Delivery has not taken place within 10 Working Days (or as otherwise stated in the Order Confirmation) after Delivery was completed.
- 4.4. Any liability of Double Retail for non-delivery shall be limited to the direct cost incurred by the Client in obtaining replacement Goods in the cheapest market available less the price of the Goods (excluding management time).
- 4.5. Any liability of Double Retail for late Delivery shall be limited to the following: Double Retail shall notify the Client promptly of any potential late Delivery and shall use its reasonable endeavours to deliver the Goods as soon as reasonably possible by a method chosen by Double Retail.

5. Risk and Title

- 5.1. The Goods are at the risk of the Client from the time of Delivery and the Client should ensure that it has adequate insurance in place to cover this.
- 5.2. Ownership of the Goods shall not pass to the Client until Double Retail has received in full all sums due to it in respect of the Goods or otherwise under these Conditions.
- 5.3. Until ownership of the Goods has passed to the Client:
 - 5.3.1. the Client shall maintain the Goods in its possession in a satisfactory condition and keep them insured on behalf of Double Retail for their full price;
 - 5.3.2. the Client grants Double Retail and its employees and agents an irrevocable licence to enter the premises where the Goods are stored to recover them.
- 5.4. Following Delivery, the Client is responsible for any damage or loss caused to the Goods in transit. The Client notes that the Goods packaging is fit for dedicated transport only unless otherwise stated in the Order Confirmation.

6. Quality and Defects

- 6.1. Double Retail warrants that the Services shall be provided using reasonable skill and care and as far as possible in accordance with the Specification.

- 6.2. On receipt of the Goods at a handling and distribution centre, the Client shall procure that its agent must inspect the packaging of the Goods and inform Double Retail as soon as reasonably possible if it discovers any defect with the Goods. The Client must obtain photographic evidence of the defect. Double Retail is not liable for damage incurred during transit where the Client's agents are used or for damage caused by the Client's receiver.
- 6.3. Subject to clause 6.2, Double Retail warrants that on at the point of manufacture and for a period of 12 months from the date of manufacture ("**Warranty Period**") the Goods will:
- 6.3.1. conform in all material respects with the Specification; and
 - 6.3.2. be free from material defects in design, material and workmanship.
- 6.4. Subject to clauses 6.2 and 6.3, if the Client:
- 6.4.1. gives written notice of the defect to Double Retail within 3 business days of the time when the Client or Client's agents or customers reasonably discovers the defect together with photographic evidence of the defect;
 - 6.4.2. removes the Goods from the trading floor (if applicable);
 - 6.4.3. ceases to make any further use of the Goods;
 - 6.4.4. does not attempt to repair the Goods without the written consent of Double Retail;
 - 6.4.5. provides Double Retail with a reasonable opportunity to examine the Goods and (if requested) return the Goods to Double Retail at Double Retail's cost for examination;
- then Double Retail shall at its option, repair or replace the defective Goods (or part thereof) or refund the price of the defective Goods (or part thereof) in full.
- 6.5. Double Retail shall not be liable for Goods' failure to comply with the warranty set out in clause 6.3 in any of the following events:
- 6.5.1. the Client breaches any of the conditions in clause 6.4;
 - 6.5.2. the defect arises because the Client failed to follow Double Retail or the manufacturer's instructions as to the storage, installation, use and maintenance of the Goods;
 - 6.5.3. the defect arises as a result of fair wear and tear, wilful damage or vandalism, negligence or abnormal storage or working condition;
 - 6.5.4. the Goods have a specified shop life of less than 12 months (as set out in the Order Confirmation) and the Client uses them beyond their specified shop life.
- 6.6. Except as provided in this clause 6, Double Retail shall have no liability to the Client in respect of the Goods' failure to comply with the warranty in clause 6.3.
- 6.7. The terms implied by sections 13-15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded.
- 6.8. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7. Price and Payment

- 7.1. Subject to clause 7.2 The Price shall be payable in accordance with the rates, payment dates and in the currency specified in the Quotation. All Prices are exclusive of VAT where applicable. Double Retail only trades in GBP, American Dollars and Euros.
- 7.2. If any currency fluctuation increases the costs of the Goods prior to Delivery, Double Retail reserves the right to increase the Price at any time by notification to the client prior to Delivery. Such increase will be added to the balance of the final payment due from the Client.

- 7.3. The due date for payment of all sums due to Double Retail shall be 30 days from the date of the invoice unless otherwise stated in the Order Confirmation. Double Retail may suspend provision of the Goods and/or Services in the event that the Client fails to make any payment on the due date.
- 7.4. No payments shall be deemed to have been received by Double Retail until it has received cleared funds.
- 7.5. All payments payable to Double Retail under these Conditions shall become due immediately on termination of these Conditions despite any other provision.
- 7.6. The Client shall make all payments due under these Conditions without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 7.7. If the Client fails to pay any sum due under these Conditions on the due date, Double Retail shall be entitled, without limiting any other rights it may have to charge interest on the outstanding amount at the rate of 4% above the base lending rate from time to time of the Bank of England accruing on a daily basis until payment is made whether before or after judgment. Double Retail reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.8. Without prejudice to any other right or remedy, Double Retail reserves the right to set off any amount owing at any time from the Client to Double Retail against any amount payable by Double Retail to the Client.

8. Amendments to Orders

- 8.1. If at any time either party wishes to amend the Order, that party shall provide the other with written details of the suggested amendments together with such further information as the other party may require in order to assess the proposed amendments.
- 8.2. If the proposed amendments are agreed, Double Retail shall submit to the Client a revised Specification and Quotation. If the Client wishes to accept the revised Specification and Quotation, then it shall do so in writing within 5 Working Days of the date of the revised Quotation.

9. Cancellation of Orders

- 9.1. Following the Commencement Date, no cancellation or suspension of the Order by the Client shall be valid or binding unless notified in writing to Double Retail and agreed in writing by Double Retail.
- 9.2. Following the Commencement Date, Double Retail shall not be bound to accept the cancellation, amendment or suspension of an Order for whatever cause and the agreement by Double Retail to any such cancellation, amendment or suspension shall be subject to Double Retail being indemnified in full by the Client in respect of all and any costs, expenses and loss (including management time) incurred or sustained by it up to and including the date of cancellation.

10. Client's obligations

1. In addition to any other obligations set out in these Conditions, the Client shall:
 - 1.1. make available to Double Retail's personnel such premises space, equipment and other services at the premises where the Goods are to be delivered and/or installed on the agreed dates and agreed hours as may be necessary to enable Double Retail to carry out the Services;

- 1.2. ensure that in the case of installation the premises are easily accessed, clean, dry and free from equipment so installation can proceed without hindrance. If the premises are not, in opinion of Double Retail's personnel, fit to proceed with installation, then Double Retail may postpone installation without liability to the Client until they are. If the Client insists on installation proceeding, Double Retail will not be liable for any damage to the Goods or the Client's premises and the warranty in clause 6.3 shall be invalidated.
 - 1.3. promptly provide Double Retail with such information and documents as Double Retail may reasonably request for the proper performance and supply of the Goods and/or Services and be responsible for ensuring that such information is true, accurate, complete and not misleading in any respect;
 - 1.4. obtain all third party consents, licences and rights as may be required in order to allow Double Retail to provide the Goods and/or Services unless otherwise stated in the Order Confirmation.
2. Should the Client fail to perform any of its obligations under these Conditions then Double Retail will not be responsible for any delays arising from such failure and may charge the Client any additional costs incurred as a result.

2. Intellectual Property Rights

- 2.1. Double Retail shall own all Background IPR in the Goods and/or Services.
- 2.2. The Client has no rights, title or interest in respect of the Background IPR.
- 2.3. The Client agrees that Double Retail has the exclusive right to file such applications for the registration of the Background IPR as it considers necessary.
- 2.4. The Foreground IPR shall pass to the Client on full payment of the Price. Double Retail shall have no rights, title or interest in the Foreground IPR or the Client Material.
- 2.5. The Client warrants that any Client Material provided to Double Retail and its use by Double Retail in the supply of the Goods and/or Services will not infringe the Intellectual Property Rights or other rights of any third party, and the Client shall indemnify Double Retail against any loss, damages, costs, expenses or other claims howsoever arising from any such infringement.
- 2.6. All trademarks, trade names, copyrights, and other intellectual property rights and designs in relation to the Goods and/or Services supplied by or on behalf of the Client shall be and remain the property of the Client and Double Retail will not at any time claim any right or property therein or register or cause to be registered in any part of the world any trade mark trade name, copyright or design similar to or an imitation of any trade mark, trade name, copyright or design which is the property of the Client.
- 2.7. The Client hereby grants Double Retail the use of the intellectual property rights in clause 11.7 for the only purposes of exercising its rights and performing its obligation under these Conditions.

3. Liability

- 3.1. Double Retail has obtained professional indemnity insurance cover in respect of its legal liability for individual claims not exceeding £5,000,000 per claim and product liability insurance in respect of its aggregate legal liability not exceeding £10,000,000. Subject to the provisions of this clause 12, Double Retail's total liability to the Customer in respect of all losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is therefore limited to an aggregate of £5,000,000 in respect of the provision of the Services and an aggregate of £10,000,000 in respect of the supply of Goods and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- 3.2. Nothing in these Conditions shall exclude or limit the liability of either party to the other for:
 - 3.2.1. death, personal injury or damage to property caused by either party's negligence or defective products or fraud or fraudulent misrepresentation; or
 - 3.2.2. breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
 - 3.2.3. any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 3.3. Double Retail shall have no liability to the Client:
 - 3.3.1. for any loss, damages, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Client;
 - 3.3.2. for any breach by the Client of these Conditions;
 - 3.3.3. any failure by the Client to follow the installation, use, handling or storage instructions for the Goods;
 - 3.3.4. whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any or indirect or consequential loss in the form of loss of profit, loss of business, damage to goodwill, loss of data or waste of time.

4. Data Protection

- 4.1. To enable us to discharge the services agreed under this engagement and for other related purposes, including updating and enhancing client records, analysis for management purposes and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you. Please refer to our privacy policy which is included with these terms and conditions and available on our website for further information on what personal data we may collect from you and others acting on your behalf when using our website, enquiring about our services or engaging us to carry out our services for you.

5. Termination

- 5.1. If the Client:
 - 5.1.1. commits any breach of any of these Conditions, and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice from Double Retail giving full particulars of the breach and containing a request for it to be remedied; or
 - 5.1.2. has an encumbrancer take possession of or a receiver or administrator or administrative receiver appointed over any of its property or assets; or
 - 5.1.3. makes a voluntary arrangement with its creditors or becomes subject to an administration order or bankruptcy order or is unable to pay its debts (or anything analogous to the above in the Client's jurisdiction); or

5.1.4. enters into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting from it effectively agrees to be bound by or assume the obligations of the Client under these Conditions); or

5.1.5. ceases or threaten to cease to carry on business;
then and in any such case Double Retail shall have the right (without prejudice to any of its

other remedies) to terminate these Conditions and any Order by written notice to the Client.

14.2. The termination of these Conditions or any Order for whatever reason shall be without prejudice to the rights and obligations of the parties accrued up to and including the date of such termination.

6. Dispute Resolution

6.1. If a dispute arises out of or in connection with these Conditions or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:

6.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, each party shall nominate a representative who shall attempt in good faith to resolve the Dispute;

6.1.2. if the parties named in 14.1.1 above are for any reason unable to resolve the Dispute within 10 days of service of the Dispute Notice, the Dispute shall be referred to a Director of each party who shall attempt in good faith to resolve it; and

6.1.3. if the parties named in 14.1.2 above are for any reason unable to resolve the Dispute within 30 days of it being referred to them, then either party may commence proceedings in respect of the Dispute.

7. Force Majeure

7.1. Double Retail reserves the right to defer delivery or to cancel the Order without liability to the Client if it or its suppliers are prevented from or delayed in the carrying on of business due to circumstances outside its or their reasonable control including but, without limitation, strike, lock-out or other industrial action (whether or not relating to either party's workforce), terrorist activity, civil commotion, government action, acts of God, war or national emergency or other circumstances beyond their reasonable control provided that, if the event in question continues for a continuous period in excess of three months then either party shall be entitled to give notice in writing to terminate the Order without liability to the other.

8. Confidentiality

1. Neither party may use, divulge or communicate to any person any Confidential Information of the other party, which may come to its knowledge.

2. Each party agrees to ensure that its employees, agents, personnel and sub-contractors are aware of and comply with this clause and each party shall be responsible to the other in respect of any loss or damage which a party may sustain or incur as a result of any breach of confidence by any of such persons.

3. If either party becomes aware of any breach of confidence by any of its employees, agents, personnel or sub-contractors it shall promptly notify the other party and give the other party all reasonable assistance in connection with any proceedings which that party may institute against any such persons.

4. The provisions of this clause shall survive the expiration or termination of these Conditions for a period of ten years but the restrictions contained in this clause shall not apply to any Confidential Information which:

- 4.1. comes into the public domain otherwise than through unauthorised disclosure under this clause;
- 4.2. is already known to the disclosing party prior to the Commencement Date;
- 4.3. is lawfully acquired from a third party who owes no duty of confidence to the disclosing party; or
- 4.4. is required by any court of competent jurisdiction or by a governmental or regulatory authority to be disclosed or where there is a legal right, duty or requirement to disclose, provided that where possible and without breaching any such requirements, 2 days' notice is given to the other party of any such disclosure.

18. Miscellaneous

1. Failure or delay by Double Retail in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under these Conditions. No waiver of any provision of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.
2. The Client shall not be entitled to assign, sub-licence, sub-contract, novate or transfer any of its rights or liabilities under these Conditions without the prior written consent of Double Retail.
3. A person who is not party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.
4. These Conditions and any disputes or claims arising out of or in connection with them are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction so far as the Client is concerned and non-exclusive jurisdiction so far as Double Retail is concerned to settle any dispute or claim that arises out of or in connection with these Conditions.
5. No variation of these Conditions shall apply unless confirmed in writing by or on behalf of a Director of Double Retail.
6. These Conditions together with the Quotation, Specifications and Order Confirmation constitute the whole agreement between the parties and supersede any prior promises, representations, undertakings or implications whether written or oral.
7. Any notices required under these Conditions shall be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the respective parties address as set out above or as otherwise notified to the other party. Such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within 2 working days after it was posted in the manner set out above.