

TERMS AND CONDITIONS OF AYR SPORTS LTD

By placing an order with Ayr Sports Ltd you agree to be bound by these terms and conditions. We do not accept any variation to these terms, nor do we agree to any sent to us with a purchase order. By sending us a purchase order, regardless of any terms stipulated on them, you agree that the order will be bound by the terms and conditions detailed below.

It is strongly recommended to read this document in full and to keep a copy for your own records.

From here on 'you' refers to the customer and 'us'/'we'/'our' refers to Ayr Sports Ltd.

By purchasing Goods from us and by entering into this Contract with us, you are warranting that you are acting in the course of your trade or business.

Words in the singular include the plural and in the plural include the singular.

Each of the paragraphs of these Terms & Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs remain in full force and effect. These Terms & Conditions are governed by United Kingdom law. You and we both agree to submit to the exclusive jurisdiction of the United Kingdom courts.

Condition headings do not affect the interpretation of these conditions.

Pricing and Terms

1.1 Quotes are valid for the goods specified in them and for 28 days from date of quote. Alterations may incur a cost rise which will be reflected in a new quote. Please bear in mind that all quotes made are made subject to the terms and conditions of sale. Any order placed is subject to the terms and conditions set out here, as stated on the invoice.

1.2 Prices stated on any price list may be liable to variations. A full invoice will be made for any order. The price payable for the goods you order and their delivery is as set out in the invoice. We reserve the right to change the prices shown at any time and we will contact you before the order is confirmed in the event of an alteration being made. An amount equal to the appropriate taxes will be added to the invoice where there is a legal obligation to collect such taxes. Customers will pay this amount in full to us unless they provide us with a valid tax exemption certificate authorised by the appropriate taxing authority.

1.3 Prices are based upon Minimum Order Quantities (MOQ) being achieved. Our standard minimum order quantity for each item is 6 items but this does vary on some items so customers would check prior to quoting resale prices. Any orders below our minimum order quantity will be surcharged double for 1-3 items and +50% for 4-5 items. There may be some items which are exempt from Minimum Order Quantities when ordered with a full team kit.

1.3.1 Minimum Order Quantities apply to each patterned item, different patterned items cannot be combined to achieve MOQ.

1.3.2 Minimum Order Quantities apply to all sublimated items which have a different design and/or sponsors upon them. The only acceptable difference in design may be the player names, numbers and initials. All other differences will be considered separate and required to meet MOQ.

1.3 If, by genuine mistake, we have under priced an item, we will not be liable to supply that

item to you at the stated price, provided that we notify you before we dispatch the item. In those circumstances, we will notify the correct price to you so you can decide whether or not you wish to order the item at that price.

1.4 We cannot, and will not, be held responsible for any loss of earnings, real or projected, as a result of an order being lost, arriving late, or not being as expected.

Ordering

2.1 Terms – We must receive payment IN FULL for the goods ordered before the order can be processed. By placing an order, you agree to pay pro-forma for the invoiced goods. Pro-forma payment is not required when a credit agreement is in place, or if stated otherwise on the invoice. Our acceptance of your order brings into existence a legally binding contract between us and you. Customers are reminded that they should satisfy themselves that the products they are ordering are suitable for their requirements before placing an order. No responsibility is placed with Ayr Sports Ltd for the decision to order.

2.2 Orders – When we receive an order from you, will we produce a factory order form and send it to you for your approval. It must be approved for an order to proceed. Responsibility for the accuracy of this factory order form lies solely with you: mistakes cannot and will not be rectified once your order has entered into production. A factory order form may be provided as a separate document, or as details included within an email clearly identifying the specification of the order. Each new factory order form supersedes all other previous factory order forms.

2.2.1 We do not accept cheques as payment.

2.3 Artwork and Designs – You must provide production ready designs in the format requested by us. If this is not possible, a redrawing fee may be charged. Pantone/colour references must be provided for print, embroidery and garment colour matching. All garment, print and embroidery colours shown on our visuals are only as accurate as the process allows and will vary with your monitor settings, software and environmental light etc.

2.3.1 We will do our very best to match all sublimated colours, but due to the nature of mixing inks, the variance in colour between wet and dry phases of printing, environmental factors and colour conversion, we cannot guarantee a perfect match. We will not be held liable for any errors in matching colour, or loss of any kind in matching colour, nor will we refund goods based on colour matching. If there is any doubt about colour matching, we recommend ordering a sample providing a Pantone reference so that we may produce a pre-production sample. There may be a cost for this service and it may have an effect on the production times for respective items. Alternatively we can also supply fabric printed swatches which you may refer to. All colour matching references must be submitted to us prior to the commencement of every order, including repeat orders where there is a sensitivity to colour matching to previously supplied items.

2.3.2 Logo Design positioning must be specified and agreed at the factory order form stage, along with an approved mock-up. If using our 'design visuals' service you can request relative position changes by consulting with our design team. Due to variance in the manufacturing stage and the handmade nature of printing, there may be variance of up to 100mm in any dimension set out in the factory order form. Some changes can and may occur between the stated position, origination and final print/embroidery placement or embellishment of any design ordered. All placements are approximate and the print/embroidery will vary depending on the size of the garment – for example, a 40mm print will look proportionately smaller on an XXL garment than it would on an XS. By agreeing to these terms and conditions you understand that variance

in dimensions, placement, colour, ink coverage and visual appearance can change between products and agree to allow us to use our professional judgement in this matter. Any orders where this variation is not acceptable must be sampled at the cost of the customer, prior to commencement of the order.

2.3.3 Sublimated Pattern and Design positioning must be specified and agreed at the factory order form stage, along with an approved mock-up. If using our 'design visuals' service you can request relative position changes by consulting with our design team. Due to variance in design elements across different sizes there may be differences between the 'design visuals' and finished items. If any element of the sublimated design is required to be specific, such as stripe/hoop depth this must be clearly communicated and noted on the factory order form approved by the customer prior to commencement of order. By agreeing to these terms and conditions you understand that variance in dimensions, placement, colour, ink coverage and visual appearance can change between product sizes and agree to allow us to use our professional judgement in this matter.

2.3.4 The finished results of printing are dependent on the quality of artwork provided by you. It is your responsibility to follow any and all instructions on artwork formats from us. If you do not follow our guide or you do not provide your artwork in a suitable format for print, our creative team has the right to adjust and change your artwork, including fonts, in order to get it to the required standards for print. If you do not want us to make any adjustments to your artwork, or are unsure your artwork is in a suitable format please get in touch with us. All sublimated logos and sponsors should be supplied in high resolution print definition at actual size, or as an editable vector artwork. All embedded fonts must be supplied as outlined vectors or in license compliant True Type Format.

2.3.5 Pre dyed fabric colours. Our production facilities hold a limited range of coloured fabric for us to utilise when manufacturing cut and sew garments, but due to the nature of dye absorption the variance in colour between different fabrics and also between dyeing batches, we cannot guarantee a perfect match across garments. We will not be held liable for any errors in matching colour, or loss of any kind in matching colour, nor will we refund goods based on colour matching. If there is any doubt about colour matching, we recommend ordering a sample of each item and fabric so that we may produce a pre-production sample. There may be a cost for this service and it may have an effect on the production times for respective items. All colour matching references must be submitted to us prior to the commencement of every order, including repeat orders where there is a sensitivity to colour matching to previously supplied items.

2.3.6 Imported and 'local market' fabric colours. As well as stocked pre-dyed fabrics our production facilities may access a range of coloured fabric for us to utilise when manufacturing cut and sew garments. Where we need to source such fabrics we cannot guarantee a perfect match across garments using different fabrics or to our stocked fabric supplies. We will not be held liable for any errors in matching colour, or loss of any kind in matching colour, nor will we refund goods based on colour matching. If there is any doubt about colour matching fabrics, we recommend ordering a sample of each item and fabric so that we may produce a pre-production sample. There may be a cost for this service and it may have an effect on the production times for respective items. All fabric colour matching references must be submitted to us prior to the commencement of every order, including repeat orders where there is a sensitivity to colour matching to previously supplied items. We can not guarantee availability of such fabrics over any period of time, and do not accept any damages or losses due to the unavailability of such fabrics.

2.3.7 Once production has started it cannot be stopped. Therefore, we reserve the right to make creative decisions should issues arise while printing or embroidery is underway.

2.4 Copyright designs

2.4.1 Supplied designs – It is the client's responsibility to gain authorisation to use any copyrighted, trademarked or otherwise licensed material/ logos in their order. We will not be held liable for use of copyrighted, trademarked or otherwise licensed logos, designs or artwork in products supplied to your specifications.

2.4.2 Designs produced by us – Any designs produced by us for you will remain our intellectual property and may not be used in any other form without our prior written consent. This excludes where only a mockup has been produced by us using artwork provided by you.

2.5 Designs – We may occasionally use examples of custom printed and embroidered clothing we've previously produced in our marketing material such as brochures, websites, exhibitions and pitches. If you would prefer to opt-out or keep your relationship to us discreet, please let us know in writing.

2.5.1 You also grant us the right to refer to your name and identify you as a customer of us, in any publicity or marketing collateral (including but not limited to case studies) and you grant us a continuing right to use your branding for such purposes, including after termination of this Agreement unless you request otherwise.

2.6 Samples

2.6.1 Ayr Sports Ltd item samples may be available for you to utilise. Our samples will be invoiced at the time of sending the items to you giving 30 days for you to pay or return. There may be an administration fee and delivery charge for this service which is non-refundable and charged at standard prices. Items received after the 30 days, or in an unsaleable condition due to soiling, damage or loss will be charged at the full invoice price. you are responsible for the security, delivery and cost of items returned until delivery to us is completed.

2.6.2 Printed or embroidered samples are non-refundable and charged at standard prices, plus carriage. Depending on the decoration method, a set up charge may be also incurred. With your agreement, we may send a photograph of the sample to you for approval in lieu of the physical garment.

2.6.3 If requested, the main order can be manufactured in the same way as your sample as closely as the production process allows. If you do not request that the main order is to be produced using the same production method as the sample, we may use a different production method better suited to the quantity required on the main order.

2.6.4 Any variations will be due to the varying nature of garments and will not be due grounds or reason to reject the finished product. Samples will only ever be guidelines for logo placements, colours and ink/thread coverages.

2.6.5 We make no guarantee that orders placed at different times will be manufactured using the same production process. If you would like the same process to be used, please inform us when placing your order.

2.7 Origination – Set-up charges will be applied depending on the decoration method used, these will be specified to each individual's needs.

2.8 Returns – This is a bespoke manufacturing service whereby we manufacture one-of-a-kind goods to your specifications and therefore refunds and returns of goods are not possible. We will

accept no returns of garments – blank or decorated – for any reason. Therefore, we encourage customers to take care with the specifications and to understand the terms and conditions of their order. By placing an order with us, you agree to pay for the goods listed and understand that no refund, replacement or compensation can be claimed for the goods once the order has been placed.

2.9 Availability

2.9.1 At times, fabric stock-outs and shortages may occur between the times when availability was last checked by us and the point where the fabric stock is reserved for your order, particularly if there is a delay in you approving the factory order form.

2.9.2 In this instance, we will inform you of this as soon as possible and will look to offer replacement fabrics (this may affect the price, which will rise or fall accordingly, and may result in an issue of a further invoice to you or remittance advice from us).

2.9.3 The rest of an order will proceed despite the stock-out and cannot be cancelled. We will not be liable for any loss of any kind from fabric stock-outs or from any delays in the production process.

2.9.4 Any changes to an order will result in a new factory order form unless specified otherwise. Each new factory order form will supersede all earlier factory order forms. Any changes to an order and factory order form that result in a rise in cost, will be re-invoiced to the customer and must be paid pro-forma before the order proceeds, except where a credit agreement is in place or where the invoice states otherwise.

2.10 Exact Orders – Due to the nature of clothing manufacture, errors can occasionally occur. We have a thorough quality control process that means that almost all rejected products are flagged up in production, however this means that if you require an order of exact quantities, we advise you order 5% more than needed. You agree that the total quantity of goods delivered may be +/- 5% different and that the variance may occur evenly or on specific size(s), colour(s), or style(s).

2.11 Shortages – Where shortages occur the credit for these will pass to your next order. We must be informed of any shortages, in writing, within 3 days of delivery. We may ask you to provide proof of the shortage before issuing a credit note or replacement.

2.12 Turnaround Time – This is heavily dependent upon the quantity of product required. Our average order turnaround is 28 – 42 days. This can be longer on occasions and due to seasonal supply and demand pressures. You will be given a provisional completion date upon order confirmation, and an expected completion date once your signed-off and paid for order enters the production process. All turnaround durations are estimates and we cannot guarantee exact delivery dates. We will not be liable for any loss incurred due to production or delivery delays. We are unable to provide prior warning of unforeseen delays.

2.12.1 Time Specific Orders – If you require an order by a specific date, you MUST let us know at the time of placing the order. We cannot guarantee that we will accommodate the date if it falls within the lead times quoted but will try our very best. This date will be calculated based upon all other aspects of the order being able to be fulfilled without delay. If there are any alterations required, changes to the artwork, delays to approval, quantities or any aspect of the order needs changing this Specified Time will need to be requested again at the point that the order is ready to accept. We cannot accept Time Specific Date changes after the order has been placed.

2.12.2 Unpatterned Sizes – the size range that we have available is represented within our price

list or upon consultation with us. If the sizes of items ordered does not fall within the range of the patterns we currently hold we may consider extending the grading of our current patterns in order to accommodate. This will have an effect upon the turnaround time as we will need time to create a new pattern. We reserved the right to refuse orders which we do not currently have pattern gradings without explanation.

2.13 Cancellations and Refunds – Once an order has been placed the manufacturing stage starts immediately and costs are borne immediately by us. Therefore, you agree that once an order has been placed, it cannot be cancelled. Returns and refunds cannot be accepted as stated in 2.8.

2.14 Colours: garments, prints and embroideries

2.14.1 All garment, print and embroidery colours shown on the website are only as accurate as the web design process allows. Garment and print colours can only be matched to a Pantone/colour reference, which must be provided by you and is confirmed by us as available.

2.14.2 There will always be variance due factors that include but are not limited to screen resolutions, environmental factors (such as lighting), garment colour influences on the inks and threads, and varying dye strengths.

2.14.3 Embroidery can not be matched exactly. We will do our very best to match all colours, but will not be liable for any mismatches that you may perceive. If there is any doubt, we recommend you order a sample.

2.14.4 We are not liable for any loss or reimbursement as a result of the resolution, colouring or ink coverage not exactly matching the images provided. Our printing works best on lightly coloured garments. If there is any doubt, we recommend you order a sample.

2.15 Show Through and Ink Coverage – All prints and embroideries will be applied to the highest quality, but due to the nature of garments there will never be 100% ink or thread coverage. No two garments are the same, and so thread will show through the prints or embroideries on some or all of your products. This is particularly the case when printing light colours on darker garments. We will not be held liable for any loss resulting from this, nor will we accept return of the garments.

2.16 Sizing – All sizes are estimates and are not guaranteed. If you are concerned about sizing, we recommend ordering sample sizing sets to size garments prior to ordering as we accept no responsibility for garments which do not meet customer size expectations compared to competitor examples or generalisations. Our Size Guide is for general guidance and may differ greatly depending on the garment, intended use and fabric of item being supplied. Due to the mix of mechanised and human manufacturing, there is some variance in garment sizing between identical products, occasionally up to an +/- 2cm in each dimension across all manufacturers. Therefore exact sizing cannot be guaranteed, and size charts should be used as a guideline only. We are not responsible for any loss of earnings as a result of mis-ordered sizing or sizing variance. Please get in touch for product specific sizing charts or size sets loans if you are choosing not to purchase a sizing set from us.

2.16.1 – Any alterations to the sizing on our current patterns will require pattern amendments which will be charged. Pattern amendments will also add to the overall turnaround time compared to our standard supply process. Please consult us prior to order commencement as alteration requests after order commencement will not be accepted.

2.17 Repairs – Where there has been a genuine manufacturing error i.e. holes, torn etc. We will

investigate and endeavour to repair or replace affected goods as we see fit in order to supply garments to specification. This does not include ordering errors on the part of you, the customer and does not supersede other related terms.

2.18 Title – Full title in the Goods shall remain vested in us until we receive payment in full. We reserve the right to sell any rejected or over delivered goods.

2.19 Pressure Marks – Items that have been printed or embroidered may come with pressure marks from where they have been clamped by the machine. This is not a fault and will not be considered damaged as they can be removed by wiping them with a damp cloth.

2.20 Backing Material – Garments that are embroidered may contain backing material that is used to help the threads hold their position. You should be aware that this backing material will not usually be removed and will not be considered a fault or defect.

Delivery

3.1 Shipping – The liability for loss or damage in transit, or thereafter, shall pass to you upon our delivery of the order to a common carrier for shipment.

3.1.1 Shipping dates are approximate and are based, to a great extent, on prompt receipt by us of all necessary ordering information from you. The customer shall bear all costs of transportation and insurance. We will add transportation costs to your invoice. This includes, but is not limited to, redelivery charges, storage fees, return carriage costs, address correction fees and any other charges levied by the carrier arising from circumstances outside of our control

3.1.2 We shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labour shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from you, or otherwise arisen out of causes beyond our control. Nor shall we at any time be liable for damages of any kind.

3.1.3 The customer shall be responsible for all customs clearance and payment of all charges and duties in the territory. The risk passes to the buyer upon leaving us and on delivery to a common carrier. We are not liable for any losses in transit.

3.2 Goods Delivery Handling Responsibility – You will need to be sure that you have sufficient and proper equipment and that your own designated personnel are available to unload products/ goods delivered to your premise(s) as the delivery companies' drivers are not obliged/required to provide assistance in unloading and/or placing your order.

3.3 Delays Beyond Our Control – We shall have no liability to you for any failure or delay in the delivery of goods ordered, or for damage or defect to goods caused by events or circumstances beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

3.4 Packaged Deliveries – Orders will arrive in appropriate packaging in bulk unless stated otherwise. Individual folding and bagging can be supplied at further cost.

3.5 Direct Deliveries – Where goods are delivered to a third party or end customer at your

request, you are responsible for ensuring that the nominated delivery address, recipient details and contact information are accurate and that the recipient is available to accept delivery.

3.6 Failed Deliveries and Direct to Third Party Deliveries – Where goods are delivered directly to a third party, end customer, or any address nominated by you, you remain solely responsible for ensuring that the recipient is available to accept delivery and that the delivery details provided are accurate.

If a delivery cannot be completed due to the recipient being unavailable, refusing delivery, providing an incorrect address, failing to rearrange delivery with the carrier, or for any other reason outside of our control, the delivery shall be deemed to have been attempted. Any additional costs incurred, including but not limited to storage charges, redelivery charges, return carriage, administration costs, or any other charges imposed by the carrier, shall be payable by you.

Where a parcel is returned to us following failed delivery attempts, we reserve the right to charge for any associated costs before resending the goods. We also reserve the right to decline future requests for direct delivery to third-party addresses where repeated failed delivery attempts have occurred.

3.7 Each order and delivery shall constitute a separate contract, which shall be subject to these terms, and conditions.

3.8 Mistakes do happen, if you receive incorrect or damaged goods then please notify us in writing within 1 working day so that we can investigate the problem. We will respond to any notification in a reasonable time.

3.9 Deliveries left in a safe place by a courier will be regarded as delivered. We will not accept liability for lost, stolen, or damaged goods after they have been left by a courier.

Additional Terms

4.1 Exclusion of Liability – We shall not be liable in any way for any loss of revenue, profit, goodwill or any consequential or indirect or special loss or damage arising out of the purchase of any goods by you from us or late or non-delivery of goods. We do not accept liability for any loss from claims of third parties arising out of the use of goods or services purchased from us. We shall not be liable for any misrepresentations. We accept zero liability for any and all losses not specifically mentioned here, as well as any liability for health issues that may occur from the use of products supplied to you by us.

4.2 Warranty – We will endeavour to provide the highest quality goods as standard, and these will arrive in a merchantable quality. Any wear and tear or depletion of goods due to use and wear are not our responsibility and we will not be obliged to replace or refund any goods. Further to this, it must be noted that our clothing is sensitive to tumble drying and warm washing; both must be avoided. Pay extra attention to the wash care instructions inside the hem label and if in doubt about what these mean, please get in touch. Unless stated elsewhere, we recommend all items are washed at 30 degrees celsius and hung out to dry – not tumble dried.

4.3 Confidentiality – If you provide information to us that is deemed confidential, it will be treated as such and will not be disclosed to any third party without your written consent. If we provide information to you that is deemed confidential, you must treat it as such and not disclose it to any third party without our written consent.

4.3.1 Each party shall take appropriate steps to ensure that its employees, subcontractors and agents are also bound by confidentiality undertakings with respect to products, suppliers, printers, supply chain, supply partners.

4.3.2 You and we agree to take all reasonable measures to protect confidential data, including but not limited to the use of encryption, passwords, and access controls.

4.3.3 All confidential information and documents supplied to either party shall be returned to the supplying party on expiry or termination of this Agreement.

4.3.4 The obligations of confidentiality in these Terms and Conditions shall remain in force after expiry or termination or any relationship between you and us.

4.4 Area Exclusivity – Whilst all steps are taken to avoid the overlap of wholesale supply to multiple customer accounts within a geographical location, we do not accept any claims for damages or loss caused by such an instance. Where a customer identifies their end users we shall take all steps we can to avoid accepting any direct enquiries from these end users, directly or through alternative sources of supply but we cannot notify any customer of any such conflicts of interest where this may affect the confidentiality of any other party.

4.5 Intellectual Property – All intellectual property (IP) associated with our brand, supply chain, processes and all other relevant elements of our business will remain ours. Customers have no right to use our IP without written permission. This IP may only be used whilst we are your supplier: the agreement to use our IP expires immediately when you change supplier, or when we inform you – whichever comes sooner.

4.6 Certifications – Where a product is advertised by us to hold a certification or accreditation, this will only apply to the garment and it is likely this will not extend to any of the embellishments or labelling. You understand that the certifying bodies will have terms of use for the certifications that relate to the garment. We are not responsible for your use of any certifications, trademarks, artwork, logos or licenses in your product, marketing or otherwise. Customers are strongly recommended to read the latest guidelines from the certification bodies that regulate the use of their logos.

4.7 Labelling – Labels are a legal requirement in clothing – they serve to give an accurate representation of the contents and washcare standards of the garment they are in. We can add labels, remove labels or replace labels to your specifications, or we may choose to do so for copyright, trademark, intellectual property or commercial confidentiality reasons without prior notice being given.

4.7.1 You are legally obliged to ensure that the replacement label will always contain the correct contents and washcare instructions, although the size, design, placement, application style and quality may change.

4.7.2 If you would like a specific label please request this at the order stage. Neck labels are also open to change: they may be branded by us, designed to your specifications or plain. All labels in all garments are open to change.

4.8 Variation – We shall have the right in our absolute discretion at any time and without notice to amend, remove or vary the goods and/or services we offer and to change any part of our website(s).

4.9 Invalidity – If any part of the Terms of Service is unenforceable (including any provision

in which we exclude our liability to you) the enforceability of any other part of the Terms and Conditions will not be affected. All other clauses will remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

4.10 Waiver – If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions. No delay or failure on our part to enforce our rights or remedies under these Terms and Conditions shall constitute a waiver on our part or such rights or remedies unless such waiver is confirmed in writing.

4.11 Entire Agreement – These terms and conditions, delivery details and contract details, set out the whole of our agreement relating to the supply of the goods to you by us. These terms and conditions cannot be varied except where a “Terms and Conditions Variation Form” that is signed by two of our directors and will always supersede the customer’s Terms. In particular nothing agreed or by email by any of our staff should be understood as a variation of these terms and conditions or as an authorised representative about the nature or quality of any goods offered for sale by us. We shall have no liability for any such representation being untrue or misleading unless it is made fraudulently.