

TERMS AND CONDITIONS FOR THE WHOLESALE SUPPLY OF GOODS

These terms and conditions apply to any wholesale orders for Goods submitted to us or our representatives by any means, including on our order forms, client order forms, correspondence or verbal orders. By ordering any of our Goods, you agree to be bound by these Conditions as amended by us from time to time.

1. Definitions and Interpretation

1.1 The following words and expressions have the following meanings unless inconsistent with the context:

“**Conditions**” these terms and conditions;
“**Contract**” the agreement for the sale and purchase of Goods which is entered into between you and us and which is formed in accordance herewith;
“**Force Majeure Event**” as defined in Condition 13;
“**Goods**” the goods you have ordered and which are to be supplied by us pursuant to these Conditions;
“**Price**” as defined in Condition 5.1;
“**Site**” www.lilliputandfelix.com
“**you**”, “**the Customer**”, “**your**” or “**the Customer’s**” the business represented by the person who has submitted the offer described in Condition 4.2., subject to Condition 3.2;
“**we**”, “**us**”, “**our**” or “**the Company**” Lilliput & Felix Ltd is a company registered in England and Wales with company number 8618464 whose registered office is at 16 Lord North Street, London SW1P 3LD and

1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time and any subordinate legislation made from time to time under the relevant statute or statutory provision.

1.3 References to “**persons**” include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).

1.4 Use of any gender includes the other genders.

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

1.6 Any reference to “**writing**” or any cognate expression includes communications by post and e-mail but excludes facsimile and text messages.

1.7 The headings to Conditions do not affect the interpretation of these Conditions.

1.8 Any phrase introduced by the term “**include**”, “**including**”, “**in particular**” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

3. Warranties and representations

3.1 You warrant that you are ordering Goods in the course of business, as a retailer or wholesaler, and you are not a consumer and as such you explicitly recognise that you are not eligible to rely on the relevant consumer protection legislation and regulations as may be in force in the United Kingdom from time to time.

3.2 You represent that you are fully authorised and empowered to enter into this Contract with us on behalf of the business you represent and both you and the business you represent are not subject to any limitation, legal, judicial contractual or otherwise, that would limit or prevent your or the business you represent

from entering into these Conditions and you accept that you will be personally liable hereunder if you do not in fact represent that business

3.3 You warrant that you will personally accept delivery of the Goods at the location you have provided and that any person who signs for delivery at that location does so with your full and unlimited authority.

3.4 We make no representation to you regarding the award of any geographic or other type of exclusivity in any sales channels to sell our products and provide no guarantee that the prices of our products on the Site or elsewhere will not change.

3.5 We represent that Goods will conform to their description, save that the images of Goods on our Site and in any sales literature, brochures etc. are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer’s display of the colours accurately reflects the colour of the Goods. The Goods may therefore vary slightly from those images.

4. Basis of Contract

4.1 These Conditions shall apply to the sale and supply by us of all Goods ordered by you and these Conditions shall govern the Contract to the exclusion of any other terms and conditions introduced or submitted by you.

4.2 Your order will, in the ordinary course, be contained in an order form, correspondence detailing the ordered goods or verbal information submitted to us or our trade representatives. Your order constitutes an offer to us to buy Goods subject to these Conditions. All orders are subject to acceptance by us.

4.3 The following shall constitute express or implied acceptance of your offer:

4.3.1 our acceptance of your offer by issuing a document entitled “Order Confirmation”;
4.3.2 our acknowledgement or acceptance (whether in writing or not) by any other means;
4.3.3 our issue of a pro-forma or final invoice for the Goods;
4.3.4 dispatch of the Goods;
4.3.5 collection or delivery of the Goods

whichever is the earlier, at which point a Contract shall come into existence between you and us incorporating these Conditions.

4.4 Any typographical, clerical or other omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part subject at all times to Condition 11.4.

5. Price

5.1 The Price of any Goods will be as stated in the Price List, Order Confirmation form, pro-forma or final invoice or as otherwise agreed by the parties in writing, except in cases of obvious error (“Price”).

5.2 The Price is exclusive of VAT but includes packaging other than where additional packaging is required by virtue of a request made under Condition 7.2 below.

5.3 The Price of the Goods excludes delivery charges and are ex Works, which shall be added at cost price.

5.4 We are under no obligation to provide the Goods to you at an incorrect (lower) price, even after we have accepted your order as indicated in clause 4.3. if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mistake.

6. Payment

6.1 Payment for all Goods plus delivery and additional packaging charges (where relevant) must be made within the payment deadline stated on the invoice. Time for payment shall be of the essence. The prices are exclusive of VAT

which shall be due at the prevailing rate on the date of the VAT invoice.

6.2 The date of payment is the date payment clears in our account.

6.3 Unless otherwise agreed, payment shall be made in the currency stated on the invoice.

6.4 In the case of payment by credit card, the following surcharges to the Price apply: 2.6% for American Express and 1.3% for all other card issuers.

Credit card payments are only accepted in pounds sterling and all invoice values in EUR or USD will be converted into GBP on the day of payment. We are not liable for any exchange rate differences charged by your card issuer once the amount is converted back in to the currency of your credit card account.

6.5 If for any reason you do not make any payment due to us by the due date for payment as set out in Condition 6.1 and 6.2., without limitation to any other remedies or rights that we may have, we shall be entitled to any or all of the following remedies:

6.5.1 cancel or suspend any outstanding orders until you have paid all outstanding amounts;
6.5.2 cancel any credit that you may have been granted, rendering all existing liabilities immediately due and payable;
6.5.3 add interest and late fees to the amount due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended;
6.5.4 instruct a debt recovery agency to recover the amount due and charge a market-rate debt recovery charge of 10% of invoice value, which you hereby agree constitutes a reasonable charge for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998, as amended;
6.5.5 report the debt to one or more credit reference agencies, which may affect your ability to obtain credit.
6.6 You may not set-off any sums you purport to be payable to you from the amounts you owe us.

7. Packaging

7.1 The packaging of the Goods shall be entirely at our discretion and we shall have the right to pack all the Goods in such a manner, and in such quantities as we think fit and we shall not be obliged to comply with any packaging requests or instructions from you.

7.2 Where it is agreed that we shall package Goods in a manner requested by you and such packaging is in addition to that normally used by us, then we shall be entitled to charge you for the associated costs as an additional charge which shall be payable to us prior to despatch of the Goods.

8. Delivery

8.1 Delivery will be deemed complete:

8.1.1 when you or your courier collect the Goods from us;
8.1.2 when our courier tenders delivery of the Goods to the address you have provided, regardless of whether delivery is accepted or refused at that address;
8.2 If we do not have all the Goods in stock, we may hold your order until all Goods are available and make one delivery.
8.3 If the Goods cannot be delivered and you fail to rearrange delivery with either us, or our courier, we reserve the right to have the Goods returned to us at a charge to you and to hold them in accordance with Condition 9.3.

8.4 If you order Goods for international delivery i.e. outside of the United Kingdom, your order may be subject to import procedures, duties and taxes which are applied when the Goods reach that destination. You hereby acknowledge that we will not, in any circumstances, be liable for the payment of or the arrangements in respect of any such duties, taxes or equivalent sums which may be levied by any customs, taxing or equivalent authority. You will be solely responsible for any delays caused by such procedures and for the payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

8.5 You shall be solely responsible for compliance with all applicable laws and regulations of the country for which the Goods are destined.

8.6 Time is not of the essence for the purposes of delivery and we shall not be liable for any loss or damage whatever due to failure to deliver the Goods (or any of them) promptly or at all.

8.7 Notwithstanding that we may have delayed or failed to deliver the Goods (or any of them) promptly, you shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the estimated delivery date.

9. Returns

9.1 Any damage to Goods or discrepancies regarding quality or quantity must be reported in writing with photographic evidence within 10 days of delivery to hello@lilliputandfelix.com or else payment shall be due in full in accordance with Condition 6.

9.2 Requests to return or exchange non-damaged Goods must be made in writing and are considered entirely at our absolute discretion and we may elect to reject such requests, repair or replace the Goods or offer credit without stating grounds.

9.3 Any unauthorised returns shall be without prejudice to your obligation to make payment for the Goods and we shall hold such returns on bailment terms as your bailee until such time as you make full payment for the Goods and pay any delivery costs for their return to you. We accept no responsibility for Goods allegedly lost whilst being returned to us.

9.4 Requests for cancellations of any orders must be submitted in writing within 15 days of order confirmation but in any case before the Goods are dispatched.

9.5 Requests for cancellation are considered at our absolute discretion. If cancellation is approved, you may be charged a restocking or administration fee of 25% of the value of the order. Cancelled Goods must be returned by you carriage-paid to us in their original shipping carton.

9.6 This contract of sale is a contract for sale by sample to your specification. The bulk of garments will correspond with the sample in quality and design provided that you shall have no liability to us unless more than 10% of the Garments do not so correspond. Notwithstanding the foregoing, we reserve the right to use raw materials, trims, embellishments and fabric in the manufacture of the Garments that differ from the raw materials, trim, embellishments and fabric used in the samples.

9.6.1 You shall be deemed to have had a reasonable opportunity of comparing the bulk of any consignment of Garments with the Samples after 48 hours from delivery have expired. Upon you having deemed to have had a reasonable opportunity of comparing the bulk of any consignment with the samples you will also be deemed to have notice of any defect rendering the Garments not in accordance with the contract and to have accepted all the Garments so delivered.

9.6.2 All terms, conditions and warranties (whether implied or made expressly) whether by us, our employees or agents or otherwise (other than those express warranties set out in these conditions of sale) relating to the quality and/or fitness for purpose of the Garments or any garment are excluded.

10. Risk and Title

10.1 If we or our courier deliver the Goods, risk in the Goods will pass at the time of delivery in accordance with Condition 8 unless you fail to take delivery of the Goods, in which case the Goods will be at your risk from the time when we or our courier first tendered delivery of the Goods.

10.2 If you or your courier collect the Goods, risk in the Goods will pass at the time of collection.

10.3 Legal title to the Goods will remain vested in us following delivery and

shall only pass to you when we receive full payment (in cash or cleared funds) of the Price, delivery costs and packaging costs (where relevant).

10.4 Until full payment is made, you shall store the Goods separately from any other goods or merchandise, in a manner ensuring their safety, and clearly label the Goods to indicate that title remains vested in us. You shall not combine or consolidate or mix or incorporate or adapt the Goods with any other good or materials or otherwise howsoever.

10.5 Lilliput & Felix reserves the right to repossess any Goods to which it retains title (and thereafter to resell the same) if payment for the Goods is overdue or if a resolution is passed or an order is made for the winding up of the Customer or a receiver, administrative receiver or administrator is appointed in respect of the Customer or any of its assets or the Customer becomes bankrupt or we reasonably apprehend that any of the above is about to occur in relation to the Customer. You grant an irrevocable right and licence to Lilliput & Felix, our employees and agents to enter upon all or any of your premises with or without vehicles during normal business hours for the purpose of exercising this right. This right shall continue to subsist notwithstanding the terminations of the contract for any reason and is without prejudice to our other rights. Any expense incurred by us in repossessing and/or reselling the Goods shall be borne by you.

11. Liability and indemnity

11.1 We shall not be liable for any defect arising in the Goods due to:

11.1.1 fair wear and tear;

11.1.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or any third party;

11.1.3 any alteration or repairs by you or by a third party not authorised by us.

11.2 Our liability to you shall be limited to the Price paid for the Goods and delivery charges paid by you.

11.3 Subject to Condition 11.4, we will not be liable for any special, consequential or indirect loss or damage, including loss of profits, arising from any purported failure by us to comply with these Conditions or any other terms of the Contract.

11.4 Nothing in these Conditions excludes or limits in any way our liability for:

11.4.1 death or personal injury caused by our negligence;

11.4.2 fraud or fraudulent misrepresentation;

11.4.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;

11.4.4 any deliberate breaches of these Conditions by us that would entitle you to terminate the Contract between us; or

11.4.5 any other matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.5. You hereby agree to indemnify us in full in respect of any legal fees and costs we may incur in any litigation or other court proceedings we need to commence to recover the Goods and/or payment for the Goods from you if payment is not made in accordance with Conditions 5 and 6 hereof, including in the case of small claims under £10,000.

12. Notices

12.1. All notices given by you to us must be given to 16 Lord North Street, London SW1P 3LD or by e-mail to hello@lilliputandfelix.com or other e-mail address notified to you.

12.2. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served at the time an e-mail is sent, or 2 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail

address of the addressee.

12.3. In case of service of legal documents, you agree that such documents may be served upon you by e-mail as referred to in Condition 12.2 and by ordinary first class post to your registered office or the postal address given in your order.

12.4. Service in the manner specified in Conditions 12.2 and 12.3 above shall constitute valid and effective service of process of legal documents regardless of your country's law on service and you waive any service requirements under the procedure for service laid down in the Hague Service Convention.

13. Force Majeure

13.1 We shall not be liable to you or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract, if the delay or failure was due to any cause beyond our reasonable control such as (but without limitation) any strike, lock-out or other form of industrial action, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors or inability to procure materials required for performance of the Contract ("Force Majeure Event").

13.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event. If the Force Majeure Event continues for a continuous period of more than 3 months, we may terminate the Contract by written notice to you.

14. Entire Agreement

14.1 These Conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

14.2 We and you each acknowledge that, in entering into a Contract, neither we nor you have relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such Contract except as expressly stated in these Conditions. 15. General Matters

15.1 We may delegate the performance of all or any of our obligations under these Conditions to a third party and we expressly reserve the right to transfer and/ or assign any of its obligations and / or rights under these Conditions to a third party, provided that we shall remain jointly and severally liable for the fulfilment of its obligations under these Conditions.

15.2 We shall in no way be deemed to be your agent nor shall we be deemed to make any implied or express covenants, warranties or representations or owe you any duties, obligations or liabilities (other than those expressly made in these Conditions).

16. Miscellaneous

16.1 If any provision of these Conditions is held invalid or unenforceable, the remainder of the Conditions will not be thereby affected, and the provisions of these Conditions shall be severable in any such instance.

16.2 No waiver, amendment or other modification of these Conditions shall take effect unless it is made in writing and is signed by each of us and you.

17. Governing Law

17.1 These Conditions shall be governed by and construed in accordance with English law and you hereby agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute arising out of or in connection with these Conditions.