

GearbyBear Terms and Conditions

1. Definitions

- (a) The "Supplier" means GearbyBear Ltd its agents and assigns;
- (b) The "Purchaser" means the individual, individuals, firm or company purchasing goods from or otherwise dealing with the Supplier;
- (c) The "Goods" means any and all items supplied by the Company to the Purchaser.
- (d) An application for the opening of a credit account with the supplier shall include an undertaking by the purchaser that he/she has read and agreed to the supplier's Terms & Conditions herein.

2. Application of Terms

- (a) All quotations and price lists are given and all orders are accepted on these terms, which supersede any other terms in the Supplier's catalogue or elsewhere, and shall override and exclude any other terms stipulated or referred to by the Purchaser whether in his order or in any negotiations, and any course of dealing established between the Supplier and the Purchaser. All orders hereafter made by the Purchaser shall be deemed to be made subject to these terms.
- (b) No modification of these terms shall be effective unless specifically accepted in writing and signed by one of the partners in the Supplier.

3. Representations

The Supplier shall be under no liability whatsoever resulting from or arising out of or in connection with or in relation to any statement report or other representation made by any of its partners servants or agents before the contract between the Supplier and the Purchaser was entered into, unless the Purchaser shall give notice in writing to the Supplier before the contract is entered into that it intends to rely on any such statement report or other representation.

4. Refusal of orders

The Supplier reserves the right to accept or refuse any order given on the basis of its quotation or otherwise and in the event of the refusal of any order the Supplier shall not be liable for any loss or damage arising therefrom or with connection therewith or in relation thereto.

5. (a) Some items sold by the Supplier are sold by weight based upon the Supplier's experience and knowledge that those items when sold by weight will equal a certain quantity. In cases where a Purchaser orders a quantity of such items which are sold by weight the Supplier gives no guarantee or warranty that the precise number of items will be supplied.
5. (b) Many products are supplied to the Supplier by manufacturers in boxed quantities. The Supplier gives no guarantee or warranty that such quantities are accurate and accepts no responsibility for any discrepancies.

6. The Goods

- (a) The Supplier undertakes to replace or repair free of charge any Goods supplied which are defective in material or workmanship always provided that:
- (i) Whether or not Goods are defective in material or workmanship shall be for the sole decision of the supplier;
- (ii) The Supplier's undertaking shall only apply in respect of Goods in respect of which a complaint is received by the Supplier within three days of delivery to the Purchaser. Any goods in respect of which this condition applies shall be returned to the Supplier in its original packaging within fourteen days of delivery to the Purchaser.
- (b) The Supplier shall be under no liability to the Purchaser whatsoever other than that set out in (a) above. Without prejudice to the generality of the foregoing the Supplier shall be under no liability for any consequential losses howsoever arising.
- (c) All conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including without prejudice to the generality of the foregoing, any implied condition, warranty or undertaking as to correspondence of the Goods with any contract description given, merchantable quality or fitness for any particular purpose) are hereby wholly excluded.
- (d) Without prejudice to the generality of the foregoing, the Supplier shall have no responsibility for providing any guard or protection necessary to comply with any statutory requirements in connection with any of the Goods.
- (e) Changes may occur to sizes and specification of Goods and in this event the Supplier may provide an approximate equivalent.
- (f) It is the responsibility of the purchaser to prove suitability of product for their application.
- (g) Without prior written consent, any goods purchased from the Supplier, may not be sold on any e-commerce channels such as Amazon, eBay (this applies to all platforms globally - for example amazon.co.uk, amazon.com etc).

7. Custom Designed Goods

Custom Designed Purchases are agreed by both the Supplier and the Purchaser, with mock-ups or prototypes provided, costs clearly outlined, and production schedules discussed. The approval of which is signed prior to the order being placed. The Purchaser understands that any changes requested after this is at their expense and could result in delays in the receipt of the order. The Purchaser acknowledges that any delays in providing necessary information or approvals may affect the final delivery date.

The Supplier makes every effort to ensure that the product meets the agreed-upon specifications and quality standards. In the event of any defects or discrepancies, the Purchaser must notify the Supplier within a reasonable time frame (3 working days post receipt of goods) to discuss potential remedies.

The Supplier will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the product, including but not limited to lost profits, loss of business, or loss of data.

8. Prices and payment

- (a) Goods will be invoiced and shall be paid for at the prices ruling at the time of dispatch. The price list provided by the Supplier is for guidance only and all prices and quotations are subject to variation at any time without notice to the Purchaser. Unless otherwise stated all prices are exclusive of V.A.T.
- (b) Payment is due at end of month following date of invoice. If payment in full is not received by such date the Supplier reserves the right to charge interest on the outstanding balance at 3% above NatWest Bank base rate, or the statutory rate of interest if higher. Interest may be charged from invoice date.

(c) The Supplier reserves the right to demand payment of the price at any time. Bespoke orders, orders over £20k or those needing design layouts and site-surveys will require a non-refundable 50% upfront payment.

9. Indemnity

The Purchaser hereby undertakes to indemnify and keep indemnified the Supplier its servants and agents against all costs, damages, expenses, penalties, losses and other liabilities whatsoever, including, but without prejudice to the generality of the foregoing, liability for personal injury and death, damage to property and consequential losses, incurred as a result of or arising from or in connection with or in relation to any act, omission, word, or deed, whether or not negligent, of the Supplier its servants or agents in pursuance of the supply of Goods hereunder.

The Directors of the contracting Purchaser agree they are and will be jointly and severally liable for the cost of the goods and/or services ordered and any consequential losses arising in that way including but not limited to damages and such Directors further jointly and severally guarantee to pay any amounts deemed to be due to the Supplier forthwith on demand personally.

10. Reservation of Title

- (a) The property of the Goods shall not pass to the Purchaser until all sums owed to the Supplier on any account whatsoever have been paid notwithstanding that delivery has already taken place.
- (b) In the event of non-payment of sums due to the supplier from the buyer, the supplier shall be entitled, without notice, to enter the buyer's premises and to physically repossess and remove therefrom goods supplied by the supplier for which payment has not been received. It will be assumed that where the buyer purchases similar goods from the supplier on a regular basis that a stock rotation system has operated and goods still held relate to invoices still outstanding for which full payment and VAT has not been made.
- (c) The Purchaser undertakes to co-operate with the company or their agents to facilitate this.

11. Delivery and Risk

- (a) Unless otherwise stipulated and subject to clause 2 above all Goods for delivery will be dispatched by the conveyance of the Supplier's choice. Where the Purchaser requires a different means of conveyance any cost must be paid by the Purchaser.
- (b) Whilst every effort will be made to avoid delay no responsibility is undertaken for meeting any specific delivery dates. Accordingly, no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery.
- (c) Risk in the Goods shall pass to the Purchaser on delivery.
- (d) The Supplier reserves the right to charge carriage for destinations outside mainland England and Wales.
- (e) Claims for damaged or missing goods may only be accepted if signed as such on receipt, confirmed in writing enclosing a copy of the delivery note.

12. International Supply Chain

The Supplier comprehends and acknowledges the complexities of international supply chains, subject to influences beyond the Supplier's control, including but not limited to, geopolitical events, natural disasters, transportation delays, and custom regulations. Whilst the Supplier strives to ensure timely delivery of goods, the Supplier cannot guarantee uninterrupted availability or adherence to specified delivery schedules due to the unpredictable nature of these external forces. The Supplier commits to communicating to the Purchaser as proactively as feasible but requests the Purchaser's understanding that delays are often unforeseen.

13. Guarantee and Warranties

Guarantees shall not be applicable outside the United Kingdom unless expressly stated otherwise by the supplier in writing. Any guarantee given will be invalidated if the goods supplied by the supplier are subject to misuse or accidental damage after the buyer has taken delivery of them.

Where the Supplier is not the manufacturer of the goods, the Supplier will make every effort to convey to the Purchaser the advantages of any warranty or guarantee extended to the Supplier. This transfer of warranties aims to ensure that the Purchaser received the full benefit of protections afforded by the original manufacturer, where applicable.

- (a) (i) The purchaser acknowledges and agrees that the products supplied must be installed in accordance with the installation guidelines and are subject to the requirement of regular inspection.
- (ii) Failure to conduct the weekly inspections as specified by the Supplier, or the absence of documented records of such inspections, may result in voiding the warranty and release the Supplier from any liability for non-conformance or damages arising from the use of the products.

14. Cancellation

- (a) Supplier may in its sole discretion accept or reject the cancellation of any order once such order has been accepted by the Supplier. The Supplier will in no circumstances accept the cancellation of an order for Goods which are specially made or obtained once such an order has been accepted by the Supplier nor will any allowance be made in respect of such Goods where they are subsequently returned.
- (b) The Supplier may in its sole discretion accept or reject the return of any Goods which have been incorrectly ordered. In the event that the Supplier decides to accept the return of such Goods, such acceptance shall be upon such terms as the Supplier may determine and in particular the Supplier reserves the right to charge for the carriage and handling of such Goods.
- (c) Standard goods from our catalogue can be returned providing goods are in A1 condition and in their original packaging but will incur a minimum 20% restocking charge. You must request the return of goods from our customer services department within 15 working days and the goods returned to us within 20- working days. If you require us to collect the goods, a collection charge will apply depending on location and volume - the minimum collection charge being £15. Printed and embroidered goods, and any goods ordered as a special are non-returnable under any circumstances and cannot be cancelled once the order has been processed.
- (d) All PPE products supplied during the COVID19 crisis are regarded as special goods

and as such cannot be cancelled or returned/refunded once the order is agreed by the supplier.

15. Returned Goods

(a) Subject to (d) below, Goods may be returned to the Supplier for credit or exchange for up to fourteen days after the date of delivery provided that the delivery note or invoice number is quoted.

(b) Save for Goods returned under clause 6 above, returned Goods will only be accepted by the Supplier if they are in a sound and resalable condition. Whether Goods are sound and resalable shall be for the sole decision of the Supplier. Any goods which the Supplier deems to be not resalable will only be returned to the Purchaser at the specific request of the Purchaser and at the Purchaser's expense.

Notwithstanding the discretion of the Supplier in deciding whether goods are sound and resalable, goods will not be deemed resalable if they are returned in anything but their original packaging or the quantities of the goods returned are different from those originally supplied. It is the responsibility of the

Purchaser to ensure returned goods are well packed as credit may be refused for goods damaged on the return journey.

(c) Where the goods returned for credit or exchange are goods which have been supplied in boxes or in quantities credit notes or exchange of goods will only be given if the goods are returned in their boxes and/or in the same quantities supplied to the Purchaser. Credit notes will normally only be issued if the Suppliers Collection Note has been issued to the Purchaser.

(d) Save for goods returned under clause 6 above, the Supplier reserves the right to make a charge for handling and the goods will incur a minimum 20% restocking charge of the sale price of the goods returned, plus the return carriage charge.

(e) Goods especially obtained for the Purchaser may not be returned for credit or exchange.

(f) When making a request to return products to us it should be made within the following timescales:

Shortage & damaged goods

If signed such on receipt - 24 hours

Picking errors (i.e. wrong goods) - 3 working days Faulty goods - 3 working days

Goods no longer required - 10 working days

You should always obtain a signature (i.e. proof of collection) from the person collecting goods for return.

16. Quotations & proposals

A quotation or proposal does not constitute a binding contract between the Supplier and the Purchaser. Unless otherwise stated or withdrawn, a quotation or proposal is valid for a period of 90 days from the date of issue. The Purchaser acknowledges that a quotation is based on information provided by the Purchaser, for which the Purchaser is solely responsible. If the Purchaser notifies the Supplier of any change to its information or to the goods or services required by the Purchaser after the date of the quotation or proposal, the Supplier may withdraw and replace the quotation or proposal.

17. This contract is governed by English Law.