

uhlsport GmbH

Terms and Conditions of Sale

ACCEPTANCE BY UHLSPORT GMBH of the order from and to the customer set out in the order (Customer) of the goods (Goods) ordered by the Customer as listed in UHLSPORT GMBH's confirmation of order (or confirmation of order is issued as listed in UHLSPORT GMBH's invoice) is subject to UHLSPORT GMBH's terms and conditions of sales which in addition to those stated on the reverse hereof provide as follows.

1. SALES TERMS

These terms and conditions are all of the terms and conditions under which the Goods are to be supplied and shall prevail over any terms and conditions which the Customer may stipulate, incorporate or refer to in writing or orally whether in an order or otherwise, and shall prevail over any terms, conditions, warranties or representations which UHLSPORT GMBH may have stipulated, incorporated or referred to in relation to any previous order, in advertising or otherwise and whether in writing or orally. Accordingly the Customer agrees that he will have no remedy in respect of any untrue statement made to him upon which he relied in entering any contract subject to these terms and conditions and that his only remedies will be for breach of contract.

2. ACCEPTANCE

The submission by the Customer to UHLSPORT GMBH of any order shall be deemed to be an offer to purchase from UHLSPORT GMBH the goods stated therein so that the contract of sale is made only when UHLSPORT GMBH despatches to the customer a confirmation of order to accept or decline for any reason whatsoever without incurring any liability to the Customer of any description.

3. TIME NOT OF THE ESSENCE

Any time indicated for delivery (whether confirmed or not confirmed) is given by UHLSPORT GMBH as an estimate only and time shall not be of the essence of any contract in respect of the Goods, and UHLSPORT GMBH shall not be liable to make good any damage or loss whether arising directly or indirectly from any delay in delivery howsoever caused.

4. RETENTION OF TITLE

Title of the goods shall not pass to the Customer until payment in full of the price in respect of all monies owed by the Customer (including any interest or other payment due) is received by UHLSPORT GMBH. If any sum paid by the Customer is less than all the amounts then due to UHLSPORT GMBH, UHLSPORT GMBH may, (not withstanding any direction to the contrary by the customer) apply that sum to the amounts due in respect of goods which have at that time been re-soled or otherwise disposed of by the Customer, before applying any part of that sum to goods still in the Customer's possession. Until payment of all monies owed by the Customer has been made in full, the Customer shall have possession of the goods as bailee for UHLSPORT GMBH and shall store the goods in such a way as to enable them to be readily identified as the property of UHLSPORT GMBH and keep proper and accurate records to enable UHLSPORT GMBH to distinguish goods for which payment has been made in full from those which payment is outstanding.

5. REPOSSESSION OF GOODS

UHLSPORT GMBH reserves the right to repossess any goods in respect of which payment is overdue and thereafter to sell the same and for this purpose the Customer hereby grants an irrevocable right and licence to UHLSPORT GMBH servants and agents to enter upon all of any of its premises with or without vehicles during normal business hours.

6. DELIVERY

Delivery of the goods shall be taken by the Customer within the period or on the date (if any) set out in the confirmation of order and such details as may be necessary (or required by UHLSPORT GMBH) to enable UHLSPORT GMBH to complete delivery within such a period or on such dates shall be supplied by the Customer at the time of the order. In addition to any other payment or damages for which the Customer may become liable in respect of a failure to take delivery on the appropriate date, UHLSPORT GMBH may in its absolute discretion store the Goods until delivery (and the Customer shall be liable to UHLSPORT GMBH for the reasonable cost including insurance of its so doing) and or sell part of the goods. Delivery will be deemed to have taken place upon delivery to the customer or in the case of a carrier nominated by the Customer to such nominated carrier.

7. POSTPONEMENT OF DELIVERY

UHLSPORT GMBH may postpone or cancel any delivery of the Goods (whether of the whole quantity ordered or any part) until any amounts then due for payment by the Customer to UHLSPORT GMBH or where applicable to its designated assignee or agent have been duly received as cleared funds by UHLSPORT GMBH, or where appropriate by the designated assignee whether such amounts be due under contract or otherwise howsoever but without prejudice to any other claim or remedy which UHLSPORT GMBH may have against the Customer in respect thereof or in respect of the consequential non-completion of the contract in respect of the Goods.

8. DEFAULT, INSOLVENCY

If the Customer shall make any default in taking delivery of the Goods or paying for any instalment thereof or shall commit any act of bankruptcy or insolvency or become subject to any law relating to bankruptcy or insolvency (including without limitation, liquidation, receivership or administration) or suffer the levy of any execution or distress on its property or assets UHLSPORT GMBH may treat the contract in respect of the Goods as repudiated by the Customer and may cancel any further delivery or deliveries there under without prejudice to any claim or remedy available to UHLSPORT GMBH in respect of any loss or damage thereby suffered.

9. FORCE MAJEURE

Notwithstanding any other provision hereof should the manufacture supply or despatch of the whole or any part of the Goods be interrupted or prevented or hindered by any cause or causes whatsoever beyond UHLSPORT GMBH's control (for which purpose without limitation strikes, lockouts, breakdown of machinery, flood, fire, failure of computer systems shall all be deemed beyond UHLSPORT GMBH's control) UHLSPORT GMBH shall be entitled to postpone or suspend any delivery or deliveries of the Goods until (in UHLSPORT GMBH's judgement) such cause or causes has or have been removed. UHLSPORT GMBH shall be under no liability whatsoever to the Customer for any loss or damage thereby suffered directly or indirectly by the Customer.

10. SHORT DELIVERY

UHLSPORT GMBH shall be under no liability whatsoever to the Customer in respect of Goods short delivered unless a claim is made in writing within fifteen (15) days from the date of delivery. UHLSPORT GMBH and the carrier are given an opportunity of inspecting the Goods allegedly short delivered and of verifying the claim, and subsequently UHLSPORT GMBH accepts the claim in writing.

11. NON-RECEIPT

Non-receipt of the Goods must be notified in writing to UHLSPORT GMBH and to the carrier within thirty (30) days of the invoice falling which UHLSPORT GMBH shall not be liable to the Customer for any loss or damage thereby suffered by the Customer. In the case of export goods such notification of non-receipt shall be sent to UHLSPORT GMBH by express airmail or facsimile transmission within thirty (30) days of the invoice date and advised immediately to the carrier.

12. PARTIAL COMPLETION

Without prejudice to the other provisions hereof and to any other remedy or claim that UHLSPORT GMBH may have, should UHLSPORT GMBH partially complete an order it shall be entitled to be paid for the Goods in respect of which the order has been completed together with all other costs and charges associated with the relevant order.

13. PRICE

The quoted price for the Goods whether in UHLSPORT GMBH's price list, in any confirmation or any order or otherwise may be varied upwards by UHLSPORT GMBH in accordance with market conditions at the date of actual supply and the Customer shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing market conditions shall include any variation in the cost of labour and for materials and (in the case of exported goods where the price is quoted in the currency of the Customers' country) variation in the rate of exchange between sterling and the said currency or in the governmental or other taxes and charges included in such price where in any case such variations reduce the sterling value of the price of the Goods to UHLSPORT GMBH. Any price set in any order shall not be binding upon UHLSPORT GMBH. The price

for the Goods subject to this Condition 13 shall be the price set out in any confirmation of any order of the invoice whichever is the higher except in the case of a manifest error.

14. SPECIFICATION OF GOODS

Whilst UHLSPORT GMBH hereby warrants that the Goods shall be of a quality and manufacture comparable to any samples thereof that may have been shown to the Customer or may appear in its catalogues or advertisements, UHLSPORT GMBH reserves the right in its absolute discretion reasonable to alter the specification of the Goods for those so shown or appearing.

15. LIMITATION OF LIABILITY

a) It is agreed that these terms and conditions contain all the terms and conditions under which the Goods are to be supplied by UHLSPORT GMBH and all warranties, conditions and terms whether express or implied by statute, common-law or otherwise (including but not limited to fitness for purpose) are hereby excluded to the extent permitted by law.

b) In no event shall UHLSPORT GMBH be liable for

1. Loss of profit, business revenue
2. Loss of good will
3. Loss of anticipated savings or
4. Indirect or consequential loss or damage

c) The entire liability of UHLSPORT GMBH in the respect of or in connection with the goods (save in the case of death and personal injury) shall be related to the price of Goods.

16. SEVERANCE

If at any time any one of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

16.1 RETURN OF GOODS, FOR NON QUALITY REASONS

The Goods may not be returned to UHLSPORT GMBH without the prior written consent of UHLSPORT GMBH. Where prior written consent has been given, UHLSPORT GMBH will provide a returns confirmation with a returns allocation number, this number must be clearly visible on the outside of the carton or package. No returns must be sent to UHLSPORT GMBH UK. All returns must be sent to UHLSPORT GMBH GMBH and full return address will be sent with returns confirmation document. The carriage of such returns to the said office is the sole responsibility of the Customer (at whose risk the Goods remain until receipt by UHLSPORT GMBH GMBH) The Customer is therefore strongly recommended to insure any such Goods against loss or damage in transit. The Customer will receive a credit note for the forwarding costs if the responsibility of the return is deemed to be with UHLSPORT GMBH.

16.2 RETURN OF GOODS FOR QUALITY REASONS

The Goods may not be returned to UHLSPORT GMBH without the prior written consent of UHLSPORT GMBH. In case of Goods returned for quality reasons a free of charge replacement will be allowed. Free of charge replacements are only applicable for exactly the same article, identical in colour and size. The Customer is obliged to store the said merchandise for at least six weeks from Written consent by UHLSPORT GMBH until a sales representative can inspect and collect the Goods. UHLSPORT GMBH shall be entitled (even if consent has been given by UHLSPORT GMBH) to challenge the return of such Goods provided it does so within sixty (60) days of the date when all such Goods have been so returned and to the extent that any sums have been refunded by UHLSPORT GMBH to the Customer in respect of such returns all sums refunded shall be repaid to UHLSPORT GMBH forthwith on demand.

17. PAYMENT

All invoices issued by UHLSPORT GMBH will be paid by the Customer in full within the period and in the currency stated on the relevant invoice. In the event that UHLSPORT GMBH or where applicable its designated assignee or agent does not receive at its UK office or at its designated bank, as appropriate, payment of an invoice within such period and in such currency and whilst such invoice or any part thereof remain outstanding interest thereon will be payable by the Customer to UHLSPORT GMBH or its assignee or agent as appropriate and calculated initially from the due date for payment of such invoice to the last day of that month and thereafter at the end of each calendar month in respect of that month at the monthly equivalent of the then current base rate quoted by Lloyds TSB Bank Plc. at the end of each such month increased by a further 3% per annum (three per centum).

18. LIEN

In addition to any right of lien to which UHLSPORT GMBH may be entitled UHLSPORT GMBH shall (in the event that the Customer shall commit any act of bankruptcy or insolvency or shall become subject to any law relating to bankruptcy or insolvency (including without limitation liquidation, receivership or administration) be entitled to a general lien of all goods of the Customer in UHLSPORT GMBH's possession (although such goods or some of them may have been paid for) in respect of the unpaid price of any Goods sold and delivered to the Customer by UHLSPORT GMBH.

19. AMMENDMENTS

No alteration, waiver or modification of these terms and conditions or any contract subject to these terms and conditions between UHLSPORT GMBH and the customer shall be binding on UHLSPORT GMBH unless made in writing and signed by a director of UHLSPORT GMBH.

20. SALE

a) The customer shall not export any of the Goods to any country or territory wholly within the Excluded Area or permit any of the Goods to be exported into the Excluded Area (either by the Customer or by any third party); and

b) The customer shall require any person, firm or company which acquires any of the Goods from it not to;

1. Export any of them to any country or territory wholly within the Excluded Area; or
2. Permit them to be exported to any country or territory wholly within the Excluded Area; and

c) The customer shall not permit any person, firm or company to acquire Goods which the Customer know of, has good reason to believe (e.g. based on past conduct) are to be purchased for resale in any country or territory wholly within the Excluded Area. "The Excluded Area" is the area going East from 60,00,00 degrees to 30,00,00 degrees West within 90,00,00 degrees North and 90,00,00 degrees South. For the avoidance of doubt this clause 20 is without prejudice to any express rights granted to the Customer in any separate written agreement between the Customer and UHLSPORT GMBH.

21. DISTINCTION

The Customer acknowledges that each of UHLSPORT GMBHs brands and their associated ranges of products has a distinctive identity and is aimed at a particular sector of the clothing market.

22. SEVERANCE

a) Each of the provisions contained in these Terms and Conditions of Sale shall be construed as independent of every other such provision, so that if any provision of these Terms and Conditions of Sale or the application of any provision to any person, firm or company or to any provision of these Terms and Conditions of Sale (or the application of such provision to any person, firm or company or circumstances) and all of such other provisions shall remain in full force and effect.

b) If any such provisions shall be found to be invalid or unenforceable but would be valid if some part thereof were deleted or the period or area of application reduced such provisions will apply with such modifications as may be necessary to make them valid and effective.

23. LAW AND JURISDICTION

a) The parties irrevocably agree that; These Terms and Conditions and any contract subject to these Terms and Conditions between UHLSPORT GMBH and the Customer shall be governed by and construed in accordance with German law; and

b) The parties irrevocably agree that; The courts of Germany shall have exclusive jurisdiction to settle any dispute (including any claim for set-off and any counterclaim) which may arise out of, under or in connection with this Agreement of the legal relationship established thereby, and for such purposes irrevocably submit all such disputes to the exclusive jurisdiction of the German courts.