



# V12 FOOTWEAR LIMITED

## TERMS AND CONDITIONS OF SALE

**Please read this document carefully as all footwear sold by V12 Footwear Limited will be supplied subject to these terms and conditions of sale.**

### 1. Definitions

1.1. In these terms and conditions of sale, the following definitions shall apply:

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Customer" means the person, firm or body corporate placing an order for Footwear with V12.

"Due Date" means the date referred to in clause 7.1.

"Footwear" means the safety or non-safety boots, shoes, hikers, trainers, wellingtons and footwear accessories as itemised in the Order Confirmation.

"IPR" means the intellectual property rights of V12 group companies described in clause 11.1.1.

"Non-UK Address" means a delivery address shown on the Order Confirmation which is not a UK Address.

"Order Confirmation" means an order for the Footwear as accepted and confirmed by V12 under clause 4.3.

"UK Address" means a delivery address within the United Kingdom or Eire shown on the Order Confirmation.

"V12" means V12 Footwear Limited (company number 9126148) whose registered office is at Greenways Business Park, Chippenham, Wiltshire, SN15 1BN.

1.2. A reference to "writing" or "written" includes faxes and e-mails.

1.3. Any reference in these terms and conditions of sale to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

### 2. Account opening

2.1. Unless we notify you otherwise, no prospective Customer shall place an order for Footwear with V12, unless:

2.1.1. the Customer has been sent V12's account application form and current price list, and

2.1.2. the Customer has returned V12's account application form, duly signed and dated, and

2.1.3. V12 has sent a notice to the Customer confirming that the Customer has been allocated an account with V12.



Certificate Number 8026  
ISO 9001 ISO 14001

**V12 Footwear Limited**

Registered in England  
Company Number: 9126148

Registered office:  
Greenways Business Park  
Chippenham, Wiltshire  
SN15 1BN

sales@v12footwear.com  
V12footwear.com  
Tel +44 (0)1249 651 900  
Fax +44 (0)1249 447 459



- 2.2. The prices generally of footwear sold by V12 shall be specified in V12's current price list which may be:
- 2.2.1. replaced from time to time by a revised price list from V12 to the Customer sent on at least 30 days' prior notice;
- or
- 2.2.2. varied in respect of particular items of footwear by a form of V12 quotation subsequently sent by V12 to the Customer, although such variation will be indicative only and not binding on V12 until confirmed in an Order Confirmation in respect of a particular order from the Customer.

### **3. Contract terms**

- 3.1. These terms and conditions of sale apply to all contracts for the sale of Footwear by V12 to the Customer.
- 3.2. No variation to these terms and conditions of sale will be effective unless agreed in writing by a director of V12.
- 3.3. V12's employees or agents are not authorised to make any representations concerning Footwear unless confirmed by V12 in writing. Any oral advice or recommendation given by V12 or its employees or agents to the Customer which is not confirmed in writing shall be entirely at the Customer's own risk.

### **4. Offer, acceptance and despatch**

- 4.1. The Customer may from time to time place orders for footwear with V12 by way of e mail, fax, EDI request, or by telephone. Any such order request constitutes an offer by the Customer to buy the footwear specified.
- 4.2. The Customer shall be responsible to V12 for the accuracy of any information contained in its order request.
- 4.3. No order request submitted by the Customer shall be deemed to be accepted by V12 unless and until (and then only to the extent) confirmed to the Customer by V12 in V12's form of Order Confirmation.
- 4.4. The quantity and description of the Footwear shall be as set out in the Order Confirmation.
- 4.5. No Order Confirmation may be altered or cancelled by the Customer unless the Customer so notifies V12 in writing within 45 minutes of the time of despatch by V12 of the Order Confirmation.
- 4.6. A separate legally binding contract shall arise in respect of each Order Confirmation which is not altered or cancelled by the Customer as provided in clause 4.5.
- 4.7. Subject to clause 4.8:
- 4.7.1. if V12 shall hold items of V12 footwear in stock, V12 shall despatch the Footwear on the same Business Day as the date of the Order Confirmation, or on the next following Business Day; or
- 4.7.2. if V12 shall not hold items of V12 footwear in stock on the date of the Order Confirmation, V12 shall despatch the Footwear to the Customer by no later than 5 Business Days of the date indicated for despatch in the Order Confirmation.



**V12 Footwear Limited**

Registered in England  
Company Number: 9126148

Registered office:  
Greenways Business Park  
Chippenham, Wiltshire  
SN15 1BN

sales@v12footwear.com  
V12footwear.com  
Tel +44 (0)1249 651 900  
Fax +44 (0)1249 447 459



- 4.8. If V12 shall send to the Customer a V12 pro forma invoice form at the same time as, or before sending, an Order Confirmation V12 shall not be bound to despatch or make available for collection the relevant Footwear until such time as the Customer shall have paid V12 in full for the relevant Footwear. On receiving and clearing payment for the Footwear in such circumstances, V12 shall promptly raise an invoice for the Footwear showing it to have been fully paid for.
- 4.9. Payment against a pro forma invoice shall be made by the Customer within 30 days of the date of the pro forma invoice, failing which the order placed by the Customer for the relevant Footwear shall be deemed to have lapsed.

## 5. Price of the Footwear

- 5.1. The price of the Footwear (which shall not be more than that specified in V12's current price list referred to in clause 2.2) shall be the price set out in the Order Confirmation.
- 5.2. The price of the Footwear is exclusive of Value Added Tax and costs of carriage each of which shall be separately itemised in the Order Confirmation.
- 5.3. Where the Footwear is delivered or destined to be delivered to a UK Address the price of the Footwear is inclusive of any duties, imposts and levies. Where the Footwear is destined to be delivered to a Non-UK Address the Customer shall be responsible for the cost of, and for obtaining where appropriate, any import or export licences, consents, duties, imposts and levies.
- 5.4. The price of the Footwear shall be paid by the Customer in the currency shown on the Order Confirmation.
- 5.5. Subject to clause 4.8, V12 shall raise an invoice for the Footwear of the Customer, on the same Business Day or the next following Business Day as the date of the Order Confirmation.
- 5.6. Where V12 and a Customer have agreed fixed sterling prices for footwear to be set in advance, the £/US\$ currency exchange rate (where V12 purchases the relevant footwear from its supplier priced in US\$) or the £/€ currency exchange rate (where V12 purchases the relevant footwear from its supplier priced in €) prevailing at 9.00 am UK time on the date of such agreement shall be taken as "the base rate". If at the time of receipt of V12 of any subsequent order request under clause 4.1, the relevant current exchange rate as at 9.00 am UK time on the date of the order request ("the new rate") shall have risen against sterling by more than 5% of the base rate, V12 shall be entitled in its resulting Order Confirmation to revise upwards its price for the relevant Footwear from that originally agreed with the Customer appropriately, by reference to the following formula, namely:

$$\text{original fixed sterling price} \times \frac{\text{the new rate}}{\text{the base rate}}$$

## 6. Delivery

- 6.1. V12 will use reasonable endeavours to deliver to a UK Address (or procure that its carrier delivers) on any date indicated in the Order Confirmation for the delivery of Footwear but delivery dates should be regarded as approximate only and delivery time shall not be of the essence. V12 will not be obliged to deliver (or procure that its carrier delivers) to a Non-UK Address.
- 6.2. In particular V12 shall not be liable to the Customer or deemed to be in breach of contract by reason of any delay or failure to deliver the Footwear if the delay or failure was due to any cause beyond V12's (or its carrier's) reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond their reasonable control:



Certificate Number 8026  
ISO 9001 ISO 14001

### V12 Footwear Limited

Registered in England  
Company Number: 9126148

Registered office:  
Greenways Business Park  
Chippenham, Wiltshire  
SN15 1BN

sales@v12footwear.com  
V12footwear.com  
Tel +44 (0)1249 651 900  
Fax +44 (0)1249 447 459



- 6.2.1. act of God, explosion, flood, tempest, fire or accident;
  - 6.2.2. war or threat of war, sabotage, insurrection, civil disturbance;
  - 6.2.3. acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 6.2.4. import or export embargoes; or
  - 6.2.5. strikes, lock-outs, or any other industrial actions or trade disputes (whether involving V12's employees or employees of a third party).
- 6.3. If any of the circumstances referred to in clause 6.2 arise, V12 will inform the Customer of the reason for the delay or failure to deliver the Footwear and the time for delivery of the Footwear shall be suspended for as long as the cause of the delay or failure shall continue.
- 6.4. No delay or failure by V12 (or its carriers) to deliver Footwear shall entitle the Customer to cancel any Order Confirmation or postpone its payment obligations under clause 7.
- 6.5. Delivery shall be made by V12, or its carrier, at the UK Address for delivery shown on the Order Confirmation together with confirmation thereof as shown by V12's delivery note unless such address shall be V12's own address, in which case the Customer shall arrange for collection from V12's own address.
- 6.6. Where the Footwear is destined to be delivered to a Customer at a Non-UK Address (whether through the Customer's carrier or otherwise) V12 shall only be obliged to make the Footwear available ex V12's works and the Customer shall arrange for collection from the address communicated to the Customer for such purpose.

## **7. Terms of payment**

- 7.1. Unless otherwise shown on the Order Confirmation, or payment has already been made against a pro forma invoice under clause 4.9, payment for the Footwear shall be made by the Customer to V12 in the currency shown on the Order Confirmation within 30 days after the end of the month of the date of V12's invoice for the Footwear ("Due Date").
- 7.2. Where the Footwear is to be delivered to a UK Address, if V12 or its carrier is unable to effect delivery of the Footwear by reason of the Customer failing to take delivery of the Footwear, or by reason of the Customer's instructions or lack of instructions, V12 shall be entitled to notify the Customer that the Footwear is ready for delivery and to add to its invoice reasonable additional delivery and/or storage costs resulting from the delay in delivery of the Footwear.
- 7.3. Time for payment shall be of the essence.
- 7.4. If the Customer fails to make any payment on the Due Date then, without prejudice to any other right or remedy available to V12, and without incurring any liability for any loss or damage caused to the Customer, V12 shall be entitled to:
- 7.4.1. put the Customer's account with V12 on hold;
  - 7.4.2. cancel any Order Confirmation and/or suspend any further deliveries of Footwear to the Customer; and
  - 7.4.3. appropriate any payment made by the Customer to such of the Footwear (or footwear supplied under any other contract between V12 and the Customer) as V12 may think fit.



**V12 Footwear Limited**

Registered in England  
Company Number: 9126148

Registered office:  
Greenways Business Park  
Chippenham, Wiltshire  
SN15 1BN

sales@V12footwear.com  
V12footwear.com  
Tel +44 (0)1249 651 900  
Fax +44 (0)1249 447 459



## 8. Risk and property

- 8.1. The risk of damage to or loss of the Footwear shall pass to the Customer at the time of delivery if to a UK Address or, if the Customer fails to take delivery of the Footwear, at the time when V12 or its carrier has tendered delivery of the Footwear. Where the Footwear is collected ex V12's works in the case of a Non-UK Address, risk of damage or loss of the Footwear passes to the Customer at the point of collection from V12's works, and, for the avoidance of doubt, V12 shall not be obliged to insure the Footwear after it has been collected.
- 8.2. Notwithstanding delivery and the passing of risk in the Footwear or any other provision of these terms and conditions of sale the property in the Footwear shall not pass to the Customer until V12 has received in cash or in cleared funds:
- 8.2.1. payment in full of the price of the Footwear; and
- 8.2.2. payment in full for all other footwear agreed to be sold by V12 to the Customer for which payment is then due or accruing due.
- 8.3. Until such time as the property in the Footwear passes to the Customer:
- 8.3.1. the Customer shall hold the Footwear as fiduciary agent and bailee and shall keep the Footwear properly stored and insured for V12's benefit and identified as V12's property; and
- 8.3.2. V12 shall be entitled at any time to require the Customer to deliver up the Footwear to V12 or its agent and if the Customer fails to do so, V12, its employees and/or its agents may forthwith enter upon any premises of the Customer or any third party where the Footwear is stored and repossess the Footwear; and
- 8.3.3. the Customer shall afford V12, its employees and/or its agents inspection of any documents relating to the Footwear for the purpose of tracing it.
- 8.4. The Customer shall not be entitled to pledge or purport to pledge or in any way charge or purport to charge by way of security for any indebtedness any of the Footwear or other footwear which remains the property of V12.

## 9. Acceptance of Footwear

The Customer shall be responsible for inspecting the quantities of Footwear, the individual shoe boxes and descriptions of the Footwear on the individual shoe boxes (but not for opening each such box to inspect the Footwear inside):

- 9.1. where they are collected by the Customer (or its agent) ex V12's works, at the time of collection;
- or
- 9.2. where they are delivered to the Customer's premises, within 1 Business Day of delivery; and shall at the relevant time notify V12 by telephone or e-mail if the Customer shall consider the Footwear to be in any way damaged, unsatisfactory or otherwise not in conformity with the Order Confirmation. In such circumstances the Customer shall follow up such initial notification within 3 Business Days of collection or delivery of the Footwear by sending a detailed report of the Customer's complaint. In the absence of such notification the Customer shall be deemed to have accepted the Footwear (but not any defect in the Footwear only apparent from an inspection of the contents of each individual shoe box).



**V12 Footwear Limited**

Registered in England  
Company Number: 9126148

Registered office:  
Greenways Business Park  
Chippenham, Wiltshire  
SN15 1BN

sales@V12footwear.com  
V12footwear.com  
Tel +44 (0)1249 651 900  
Fax +44 (0)1249 447 459



## 10. Warranties

- 10.1. Subject to the conditions of this clause V12 warrants that the Footwear:
- 10.1.1. is of satisfactory quality at the time of its acceptance under clause 9;
  - 10.1.2. conforms to European Standard EN ISO 20345:2011 at the time of its acceptance under clause 9;
  - 10.1.3. conforms with the appearance, description and technical characteristics applying to the Footwear in V12's current brochure (save for minor variations in colour) at the time of the acceptance under clause 9;
  - 10.1.4. will remain free from defects in manufacturing and workmanship for a period of 200 days from the date of purchase of that individual item of Footwear by the wearer/user or his employer.
- 10.2. The warranty in clause 10.1.4 is given by V12, provided that V12 shall be under no liability:
- 10.2.1. in respect of any defect arising from damage or abuse;
  - 10.2.2. where there is evidence that the Footwear complained of was used for a purpose for which it was not suitable, as indicated by the features attributed to that item of Footwear in V12's current brochures;
  - 10.2.3. for deterioration caused to the Footwear complained of by normal wear and tear;
  - 10.2.4. if full payment for the Footwear complained of has not been made by the Due Date.
- 10.3. Subject as expressly provided in these terms and conditions of sale, and except where the Footwear is sold by V12 to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties and conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where Footwear is sold direct by V12 to a consumer the statutory rights of the consumer are not affected by these terms and conditions of sale.
- 10.4. Any claim for breach of warranty made by the Customer under clause 10.1 shall be notified to V12 within 14 days from the date on which the defect or failure became apparent. Where such a claim is notified to V12, the Customer shall:
- 10.4.1. at the time of the claim provide to V12 proof of the Customer's purchase of the Footwear complained of and (if relevant) proof of the date of its purchase by the wearer/user or his employer; and
  - 10.4.2. give V12 reasonable opportunity to inspect the Footwear complained of either by leaving it (together with a V12 form of collection note) to be collected by V12 or its carrier at the delivery address on the relevant Order Confirmation, or (at V12's request) by supplying photographic evidence to V12 to its reasonable satisfaction.
- 10.5. If V12 shall be in breach of any of the warranties in clause 10.1:
- 10.5.1. V12 will issue a credit note to the Customer for the purchase price of the Footwear complained of, replace it like-for-like and issue a new invoice for an amount equal to the credit note amount; or, if the Customer specifically so requests,



**V12 Footwear Limited**

Registered in England  
Company Number: 9126148

Registered office:  
Greenways Business Park  
Chippenham, Wiltshire  
SN15 1BN

sales@v12footwear.com  
V12footwear.com  
Tel +44 (0)1249 651 900  
Fax +44 (0)1249 447 459



- 10.5.2. V12 will, on the Customer's behalf, deal directly with the wearer/user of the Footwear complained of, or his employer, and offer him replacement Footwear free of charge, including delivery of the replacement Footwear to the wearer/user free of charge.
- 10.6. Except in respect of death or personal injury caused by the negligence of V12, its employees or agents, the total liability of V12 to the Customer under the warranties in clause 10.1 shall not exceed the purchase price paid by the Customer to V12 for the Footwear complained of.
- 10.7. Except in respect of death or personal injury caused by the negligence of V12, its employees or agents, V12 shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit or goodwill, or any indirect or consequential loss, arising under or in connection with any purchase by the Customer of the Footwear.

## **11. IPR**

- 11.1. The Customer acknowledges that:
- 11.1.1. all design rights in the Footwear and logos and trade marks on the Footwear and its individual shoe boxes are the property of V12 group companies;
- 11.1.2. save as provided in clause 11.3, nothing in these terms and conditions of sale shall be construed as conferring any licence or granting any rights in favour of the Customer in respect of the IPR.
- 11.2. The Customer shall not repackage the Footwear and/or remove any logos or trade marks from the Footwear.
- 11.3. The Customer may create its own point of sale material and marketing literature relating to V12 footwear provided it shall have prior written consent from V12.
- 11.4. In the creation of any material or literature referred to in clause 11.3, the Customer shall:
- 11.4.1. follow any guidelines issued by V12 from time to time and in particular over reproducing any of the 'V12' trade marks;
- 11.4.2. not misrepresent, alter or distort any of the IPR.
- 11.5. If the Customer becomes aware of any use by a third party of the IPR or similar, the Customer shall promptly notify V12 of such use.
- 11.6. The Customer shall not use or seek to register any trade mark or trade name which is identical to, similar to, or incorporates any of the IPR.

## **12. Notices**

- 12.1. Any notice hereunder shall be properly given if in writing and sent by courier delivery, by first class post (if sent within the UK), by fax or by e-mail to the address of the intended recipient as stated in the account application form referred to in clause 2.1 or to such address as V12 and the Customer from time to time communicate to each other as their respective addresses for service and shall be deemed served, in the case of courier delivery, on the date of confirmed delivery, in the case of postal notice within the UK, on the expiry of 24 hours from time of posting or, in the case of fax or e-mail, at the time of transmission provided that an error free transmission report or e-mail confirmatory receipt is obtained by the sender.



**V12 Footwear Limited**

Registered in England  
Company Number: 9126148

Registered office:  
Greenways Business Park  
Chippenham, Wiltshire  
SN15 1BN

sales@v12footwear.com  
V12footwear.com  
Tel +44 (0)1249 651 900  
Fax +44 (0)1249 447 459



12.2. The provisions of clause 12.1 shall not apply to the service of any proceedings or other documents in any legal action.

### **13. Termination**

13.1. Without prejudice to clause 7.4, V12 shall be entitled to cancel all Order Confirmations with the Customer and to close its account with V12 in the following circumstances:

13.1.1. if a petition is presented for the winding up, administration or bankruptcy of the Customer, if the Customer has a receiver appointed in respect of its assets or any other insolvency proceedings are commenced by or against it;

13.1.2. if any distress or execution is levied upon the Customer, its property or assets;

13.1.3. if the Customer ceases or threatens to cease to carry on business;

13.1.4. if V12 reasonably apprehends that any of the events mentioned in clauses 13.1.1 to 13.1.3 are about to occur in relation to the Customer and notifies the Customer accordingly; without incurring any liability for any loss or damage caused to the Customer and without prejudice to V12's rights to payment under clause 7.

### **14. Third party rights**

Save for other V12 group companies which may take the benefit of clause 11, no person who is not a party to the terms and conditions of sale shall have any right to enforce these terms.

### **15. Anti-bribery**

V12 shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements), shall have and maintain in place its own policy (a copy of which can be viewed on V12's website) and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

### **16. General**

16.1. If any provisions of these terms and conditions of sale is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions of sale and the remainder of the provision in question shall not be affected thereby.

16.2. These terms and conditions of sale shall be governed by and construed in accordance with English law and all disputes hereunder shall be submitted to the non-exclusive jurisdiction of the English courts.

16.3. Where the Footwear is destined to be delivered to a Non-UK Address the international rules for the interpretation of trade terms prepared by the International Chambers of Commerce (ex works – Incoterms) shall apply but where such trade terms conflict with these terms and conditions of sale, these terms and conditions of sale will prevail. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to these terms and conditions of sale

16.4. Nothing in this clause 16 shall limit the right of V12 to take proceedings against the Customer in any other competent jurisdiction, nor shall the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction where the Footwear is destined to be delivered to a Non-UK Address.



**V12 Footwear Limited**

Registered in England  
Company Number: 9126148

Registered office:  
Greenways Business Park  
Chippenham, Wiltshire  
SN15 1BN

sales@v12footwear.com  
V12footwear.com  
Tel +44 (0)1249 651 900  
Fax +44 (0)1249 447 459