

Terms & Conditions of Sale

Rutland Merchandise Ltd — Effective date: 1 September 2026

These terms and conditions (the "Terms") apply to all orders for garments and decoration services placed with Rutland Merchandise Ltd ("RML", "we", "us", "our"), a company registered in England and Wales (company number 9496176, registered office Unit 3 Pullman Trading Estate, Station Road, Uppingham, Rutland, LE15 9TX). By placing an order you agree to be bound by these Terms, which apply to the exclusion of any other terms the customer seeks to impose or which might otherwise be implied by trade, custom or course of dealing.

1. Business customers only

We supply to trade customers, schools and other organisations only. By placing an order you confirm that you are ordering in the course of a business or on behalf of an organisation, and not as an individual consumer. The person placing the order confirms that they are authorised to do so on behalf of the customer organisation. Consumer protection legislation applicable to consumer sales does not apply to orders placed under these Terms.

2. Orders, quotations and acceptance

All quotations are valid for 30 days unless stated otherwise and are subject to garment availability from our suppliers at the time of order.

An order placed by the customer is an offer to purchase. No order is accepted, and no contract is formed, until we issue written confirmation of the order (email is sufficient). We may decline any order at our discretion, including where artwork or wording is, in our opinion, offensive, unlawful or otherwise inappropriate.

Order quantities, sizes, colours, garment styles and personalisation details are the customer's responsibility. Please check the order confirmation carefully: the details stated on it are the details we will produce.

3. Payment

Unless otherwise agreed by us in writing, payment in full is required before an order enters production. An order is not scheduled for production, and lead times do not begin, until cleared payment has been received.

All prices are exclusive of VAT (where applicable) and delivery unless stated otherwise. Payment must be made without deduction, withholding or set-off.

4. Artwork, proofs and approval

The customer is responsible for the accuracy of all artwork, logos, text, names lists, spellings, colours and positioning instructions supplied to us, in whatever format they are supplied.

Before production we will provide an artwork proof for approval. Production will not begin until the customer has approved the proof in writing (email or approval through our online ordering system is sufficient).

The approved proof is final and binding. It is the customer's responsibility to check the proof thoroughly, including all names, spellings, dates, colours and layout, before approving it. We accept no liability for any error, omission or inaccuracy that appears in, or is reproduced from, an approved proof, and goods produced in accordance with an approved proof are not defective.

If goods are decorated in a way that materially deviates from the approved proof, the customer must notify us in accordance with clause 9. In that case our sole obligation, and the customer's sole remedy, will be, at our option, re-decoration, replacement of the affected garments, or a refund or credit of the

price paid for the affected garments.

Any changes requested after proof approval may incur additional charges and will restart the production lead time.

5. Colours, sizing and product variations

Garment and print colours shown on our website, in catalogues, on screen or in digital proofs are indicative only. Colours displayed on a screen will vary between devices and may differ from the finished product.

Garment shades, fabric composition and print or embroidery colours may vary between production batches, dye lots and decoration runs. Reasonable variation in colour, shade, positioning and size of decoration is inherent in garment manufacture and decoration and does not constitute a defect.

Size guides are nominal "to fit" measurements provided by garment manufacturers and are subject to manufacturing tolerances. Selecting appropriate sizes is the customer's responsibility. We recommend ordering samples where sizing is critical.

We reserve the right to supply an equivalent alternative garment of at least comparable specification if a garment or colour is discontinued or unavailable from our suppliers, and will notify the customer where practicable before doing so.

6. Personalised goods — no returns

All decorated and personalised goods are produced to the customer's specification and cannot be cancelled, returned or exchanged once an approved proof has entered production, except where these Terms expressly provide otherwise or we agree at our discretion.

7. Delivery

Delivery dates and lead times are estimates only and time of delivery is not of the essence. While we make every effort to meet estimated dates, we accept no liability for any loss, cost or expense arising from late delivery, however caused, including delays by couriers, suppliers or circumstances outside our control.

Risk in the goods passes to the customer on delivery to the delivery address given on the order. Title passes on the later of delivery and receipt of payment in full.

Claimed non-delivery or loss in transit must be notified to us in writing within 7 days of the date of our dispatch confirmation. Where a consignment is confirmed lost by the carrier, our sole obligation, and the customer's sole remedy, will be, at our option, replacement of the lost goods or a refund or credit of the price paid for them. We accept no liability for any other loss arising from delayed, lost or damaged deliveries.

8. Events outside our control

We are not liable for any failure or delay in performing our obligations caused by events outside our reasonable control, including supplier or stock shortages, carrier failures, industrial action, power or equipment failure, epidemics, adverse weather, or governmental action. If such an event continues for more than 60 days, either party may cancel the affected order and we will refund any amount paid for goods not produced.

9. Inspection and claims

The customer must inspect goods on delivery. Claims for shortages, visible damage or decoration deviating from the approved proof must be made in writing within 7 days of delivery, and before the goods are onward-distributed, resold or worn. Goods must be retained and made available for our inspection; affected goods must be returned to us on request before any remedy is provided.

If no claim is received within 7 days of delivery, the goods are deemed accepted and to conform with the contract.

10. Remedies and limitation of liability

Where goods are defective or do not conform with the contract, our sole obligation, and the customer's sole and exclusive remedy, is, at our option, repair, re-decoration, replacement, or a refund or credit of the price paid for the affected goods.

Our total liability to the customer arising out of or in connection with any order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the price paid for that order.

We shall have no liability for loss of profit, loss of revenue, loss of business or opportunity, loss of goodwill or reputation, or any indirect or consequential loss of any kind.

Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited.

11. Intellectual property and customer indemnity

By supplying artwork, logos, crests, names or other content, the customer warrants that it owns, or has the right and all necessary permissions to use and reproduce, that content, including any school name, crest or badge, and that its reproduction by us will not infringe the rights of any third party.

The customer shall indemnify us against all claims, losses, damages, costs and expenses arising from any claim that content supplied by the customer infringes the intellectual property or other rights of any third party, or is defamatory, offensive or unlawful.

All artwork, designs, layouts and proofs created by us remain our intellectual property and may not be reproduced or supplied to another manufacturer without our written consent.

12. Data protection

We process personal data in accordance with UK data protection legislation, including the UK GDPR and the Data Protection Act 2018.

In placing an order the customer may provide us with personal data relating to third parties, such as pupils' names for inclusion in printed designs and contact details of staff or recipients. The customer confirms that it has a lawful basis, and any necessary permissions, to provide that data to us for the purpose of producing and fulfilling the order.

Personal data provided in connection with an order may be shared with our carefully selected partners, including garment suppliers, decoration partners, payment providers and delivery carriers, solely to the extent necessary to produce and fulfil the order and provide related customer service. We do not sell personal data and do not use names supplied for decoration for any other purpose. Data is retained only for as long as necessary for order fulfilment, our legal obligations and legitimate business record-keeping.

For any data protection query, or to exercise rights under data protection law, contact us at info@rutlandmerchandise.co.uk.

13. General

These Terms, together with the order confirmation, form the entire agreement between the parties in relation to the order and supersede all prior discussions and representations, save that nothing limits liability for fraudulent misrepresentation.

If any provision of these Terms is found to be invalid or unenforceable, the remainder shall continue in full force.

No variation of these Terms is effective unless agreed by us in writing. A failure to enforce any provision is not a waiver of it.

The contract is between RML and the customer; no third party shall have any right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.

We may update these Terms from time to time. The version published on our website at the date an order is placed applies to that order.

14. Governing law and jurisdiction

These Terms and any dispute arising out of or in connection with them are governed by the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.