

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
In-Time Watch Services Ltd of 27 – 29 Houghton Street, Southport Merseyside PR9 0NS United Kingdom

The Customer's attention is drawn in particular to the provisions of clause 8.

1. Interpretation

1.1 In these Conditions, the following definitions apply:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 13.5.1.
Contract	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer	the person or firm who purchases the Goods from the Supplier.
Data Protection Legislation	all applicable laws relating to data protection, the processing of personal data and privacy, including: <ol style="list-style-type: none">1. the General Data Protection Regulation (EU) 2016/679;2. the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and3. the UK GDPR as defined in the UK Data Protection, Privacy and Electronic Communications Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations SI 2019/419.
Delivery Location	has the meaning given in clause 4.1.
Force Majeure Event	an event, circumstance or cause beyond a party's reasonable control.
Goods	the goods (or any part of them) set out in the Order.
Order	the Customer's order for the Goods, as set out in the Customer's purchase order form.
Supplier	In-Time Watch Services Ltd (company no. 01546183) of 27 – 29 Houghton Street, Southport Merseyside PR9 0NS United Kingdom

1.2 Interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.2.2 A reference to a party includes its successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.5 A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, even if the Supplier does not expressly object to any conflicting terms and conditions the Customer seeks to include.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any information, samples, descriptive matter or advertising produced by the Supplier or that are included in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
- 2.7 A quotation for the Goods given by the Supplier shall not constitute an offer.
- 2.8 Any and all offers or quotations shall be non-binding unless expressly agreed otherwise by the Supplier and shall, as a matter of principle, be placed in writing.

3. Goods

- 3.1 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery

- 4.1 Delivery of the Goods shall be deemed completed DAP at the Customer's premises (in accordance with Incoterms® 2020) or such other location as may be notified by the Supplier prior to delivery (**Delivery Location**) upon the Goods being tendered for unloading at the Delivery Location.

- 4.2 If the parties agree otherwise, then all transport, shipping and packaging costs will be the sole responsibility of the Customer, and the Customer authorises the Supplier to enter into any such freight and shipping contract as it sees fit to deliver the Goods to such location as agreed between the parties.
- 4.3 Any dates quoted for delivery are approximate only, and the Supplier shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 4.4 The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Customer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Supplier's fault) then, without limiting any other right or remedy available to the Supplier, the Supplier may:
- 4.5.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - 4.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- 4.6 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality

- 5.1 The Supplier warrants that on delivery and for a period of 12 months following delivery, the Goods shall:
- 5.1.1 conform in all material respects with their description and any applicable Specification;
 - 5.1.2 be free from material defects in design, material and workmanship; and
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2 The above warranty is given by the Supplier subject to the following conditions:
- 5.2.1 the Supplier shall be under no liability in respect of any defect in the Goods arising from any specification supplied by the Customer;
 - 5.2.2 the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Supplier's approval;

- 5.2.3 the Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- 5.3 The above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.
- 5.4 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 5.5 A claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Supplier within eight days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 5.6 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Supplier in accordance with these Terms, the Supplier may replace the Goods (or the part in question) free of charge or, at the Supplier's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), in which case the Supplier shall have no further liability to the Customer.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; or
- 6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer and mark such Goods clearly as Goods of the Supplier, so that they remain readily identifiable as the Supplier's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.1.3 to clause 9.1.5; and

- 6.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - 6.3.5.1 the Goods; and
 - 6.3.5.2 the ongoing financial position of the Customer.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 6.4.1 it does so as principal and not as the Supplier's agent; and
 - 6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 At any time before title to the Goods passes to the Customer, the Supplier may:
 - 6.5.1 by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
 - 6.5.2 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Price and payment

- 7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 7.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 7.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the specification; or
 - 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 The price of the Goods:
 - 7.3.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice;
 - 7.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer; and
 - 7.3.3 excludes all other ancillary costs, such as official charges, customs duties, price-adjustment levies, import and export duties and fees which shall be invoiced to the Customer.

- 7.4 The Supplier will charge the Customer for any costs and expenses incurred by the Supplier in connection with taking back and/or recycling and disposing of any packaging materials and/or any batteries. Any such costs and expenses will not be eligible for any discounts or rebates granted by the Supplier.
- 7.5 Any transportation costs which arise from a specific mode of shipment requested by the Customer shall be borne by the Customer.
- 7.6 The Supplier may invoice the Customer for the Goods and for any additional charges or costs to which the Supplier is entitled under the Contract on or at any time after the completion of delivery.
- 7.7 The Customer shall pay each invoice submitted by the Supplier:
- 7.7.1 within 30 days of date of invoice; and
- 7.7.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- time for payment shall be of the essence of the Contract.
- 7.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest at a rate of 10% p.a. which shall accrue daily on the overdue sum from the due date until payment, whether before or after judgment.
- 7.9 The Customer shall indemnify the Supplier in respect of any costs and expenses incurred by the Supplier (including legal fees) in the Supplier's attempts to recover any outstanding payments from the Customer.
- 7.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.11 Payment by bill of exchange shall be subject to the Supplier's express consent. The Supplier may accept bills of exchange and cheques as payment only subject to receipt of the counter-value.

8. Limitation of liability

- 8.1 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 8.2.1 death or personal injury caused by negligence;
- 8.2.2 fraud or fraudulent misrepresentation;
- 8.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 8.2.4 defective products under the Consumer Protection Act 1987.
- 8.3 Subject to clause clause 8.2, the Supplier's total liability to the Customer shall not exceed the total costs of Goods purchased by the Customer under the Order to which the claim relates.
- 8.4 Subject to clause 8.2, the following types of loss are wholly excluded:

- 8.4.1 loss of profits;
 - 8.4.2 loss of sales or business;
 - 8.4.3 loss of agreements or contracts;
 - 8.4.4 loss of anticipated savings;
 - 8.4.5 loss of use or corruption of software, data or information;
 - 8.4.6 loss of or damage to goodwill; and
 - 8.4.7 indirect or consequential loss.
- 8.5 This clause 8 shall survive termination of the Contract.

9. Termination

- 9.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
 - 9.1.2 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 9.1.3 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 9.1.4 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 9.1.5 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 9.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1.3 to clause 9.1.5, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.3 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 9.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

10. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving written notice to the affected party.

11. Intellectual property

11.1 The name "HIRSCH" is a registered trademark owned by the Hirsch Armbänder GmbH of Hirschstrasse 5, 9021 Klagenfurt, Austria and is subject to trademark protection.

11.2 The Supplier holds rights to the name and trademark "HIRSCH" under licence from Hirsch Armbänder GmbH and in accordance with such rights, grants the Customer a non-exclusive and non-transferable sub-licence to use the aforementioned name and trademark for promotion and sale of the Goods, subject always to any instructions and guidelines issued by the Supplier in this respect. This sub-licence shall be terminable on notice by the Supplier at any time and shall be deemed terminated automatically without notice if the Customer breaches any such instructions or guidelines issued by the Supplier.

11.3 The Supplier is the sole owner of the displays (wristwatch strap sales displays) developed by the Supplier and the pertaining intellectual property rights (protection of registered designs, trademark protection, patents), of the know-how, design, technology and technique of such displays.

12. Marketing

12.1 Any marketing or advertising materials or displays provided by the Supplier to the Customer may only be erected on the premises of the Customer at such location and in such position as determined by the Supplier and/or as agreed between the parties from time to time and must be stocked by the Customer fully and exclusively with Goods supplied by the Supplier.

12.2 The Customer shall pay to the Supplier a fee for use of the marketing materials and displays, which shall remain the property of the Supplier. Such fee will be immediately due for payment upon acceptance of the displays by the Customer.

12.3 If any marketing or advertising materials or displays are not used by the Customer in accordance with this clause 12, then the Supplier will be entitled to require the Customer by notice in writing to immediately return such materials and/or displays to the Supplier.

13. General

13.1 Assignment and other dealings.

13.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

13.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

- 13.2 Confidentiality.
- 13.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.2.
- 13.2.2 Each party may disclose the other party's confidential information:
- 13.2.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.2.2; and
- 13.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.2.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 13.3 Data Protection
- 13.3.1 For the purpose of this clause 13.3, the terms **process, processed, processes, processing, personal data, data processor** and **data subject** have the meanings set out in the Data Protection Legislation.
- 13.3.2 Both parties will at all times comply with all applicable requirements of the Data Protection Legislation in performing their respective obligations under the Contract.
- 13.3.3 It is acknowledged that neither party will process any personal data on the other's behalf as a data processor in connection with the Contract. In the event that it is required for either party to process personal data on the other party's behalf as a data processor in connection with the Contract, neither party will do so unless and until the parties have entered into all required documentation in compliance with the Data Protection Legislation, including Article 28 GDPR.
- 13.4 Entire agreement.
- 13.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 13.5 **Variation**

- 13.5.1 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.6 **Waiver**
- 13.6.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.7 **Severance**
- 13.7.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 13.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.8 Notices.
- 13.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 13.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 13.8.1.2 sent by email to:
- Supplier:** customerservices@intime.co.uk
- Customer:** the email address as set out in the Order.
- 13.8.2 Any notice or communication shall be deemed to have been received:
- 13.8.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 13.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the fifth Business Day after posting; or
- 13.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 13.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.9 Third party rights.
- 13.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.10 **Governing law**

13.10.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

13.11 **Jurisdiction**

13.11.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.