



MIRRL LTD

TERMS AND CONDITIONS OF SALE

This document sets out our terms and conditions of sale. **Please read this document carefully and pay particular attention to clauses 9 and 11 of these Terms.** By placing an Order to purchase Goods from us, you agree to be bound by these Terms and, subject to our acceptance of your Order that the supply of Goods by us will be subject to these Terms. We consider that these Terms and the Order set out the whole agreement between you and us for the sale of the Goods. Note that most of our customers are businesses and these Terms reflect this. Nothing in these Terms is intended by us to, nor shall be deemed to, adversely affect your statutory rights if you are dealing with us as a Consumer.

1. DEFINITIONS

In these Terms, the following terms shall have the following meanings:

“Bespoke Products”: those Goods included in an Order which are designed specifically for a specific Buyer in accordance with the Order and which are not part of Mirrl’s standard catalogue.

“Buyer” or **“you”** or **“your”**: the person or business purchasing the Goods from the Company.

“Company” or **“we”** or **“us”** or **“our”**: Mirrl Ltd, a limited company registered in Scotland, company number SC566114 with its registered office at 1/1 30 Melville St, Glasgow, G41 2JT.

“Consumer”: a Buyer dealing (in their capacity as a Buyer) as a consumer as defined by section 12 of the Unfair Contract Terms Act 1977 as amended.

“Contract”: any contract between the Company and the Buyer for the sale and purchase of the Goods from the Company.

“Goods”: our stock colourways, details of which are provided on the website and may be varied from time to time, and any other goods supplied to the Buyer by the Company.

“Intellectual Property”: any patent, copyright, registered design, design right, trade mark, trade name, know how, or other industrial or intellectual property right of similar nature whether unregistered or registered or where registration has been applied for.

“Order”: the Buyer’s order to purchase Goods from the Company;

“Terms”: the terms and conditions of sale set out in this document.

“Website”: the website located at www.mirrl.com and/ or any replacement, successor or supporting URL.

2. GENERAL

2.1 Subject to clause 2.3, these Terms and the content of any Order accepted by us in accordance with these Terms, set out the whole of our agreement relating to the supply of Goods to you and they apply to any Contract to the exclusion of all other terms and conditions that you may seek to impose or incorporate (including those which you seek to apply under any purchase order, confirmation of order, specification or any other document or which are implied by trade, custom, practice or course of dealing).

2.2 Any variations to these Terms (for example specific variations agreed with credit account Buyers) and any representations about the Goods shall have no effect unless expressly agreed in writing by an authorised representative of the Company. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf of the Company which is not set out in the Contract.

2.3 If you are not a Consumer, you confirm that you have authority to bind any business on whose behalf you make an order.

3. ORDER PROCESS

3.1 Please see the appropriate pages at www.mirrl.com for information on how to place an Order.

3.2 Note that there will be no contract of any kind between you and us unless and until we issue a written acceptance of your Order to you. Your Order is an offer to buy Goods from us and it is your responsibility to ensure that the terms of any Order that you submit to us are full, complete and accurate. At any point up until our written acceptance of your Order, we may decline to supply the Goods to you without giving any reason (including, without limitation, if any products or materials required to produce your Order are out of stock, your payment is not authorised, you are not eligible to order in accordance with these Terms, the pricing if displayed or product description on our Website is incorrect), in which case we will contact you by e-mail.

3.3 By placing an Order with us to buy any Goods, you authorise us (and our agents acting on our behalf) to transmit information to third parties or to obtain information about you and/ or any information about any other individuals that you may include in your Order, from third parties from time to time, including but not limited to your debit or credit card number or any relevant credit reports, to authenticate your identity and/ or the identity of any other

individuals that you may include in your Order and to carry out credit checks, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

- 3.4 Unless otherwise agreed in writing by an authorised representative of the Company, all quotations which we issue shall remain open for period of 30 days unless previously withdrawn. A quotation for the Goods given by us shall not constitute an offer by us capable of acceptance by you or any other party and no Contract shall come into existence until we issue a written acceptance of your Order.

4. DESCRIPTION

- 4.1 The description of the Goods you include in your Order shall be as set out in our quotation or acknowledgment of your Order.
- 4.2 While we take due care in drawing up preparatory materials, all samples, drawings, descriptive matter and specifications provided by us and any descriptions or illustrations contained in our catalogues, brochures or Website – or provided to you directly - are issued for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and there shall be no sale by sample.

5. PRICE

- 5.1 Unless special terms have been negotiated in writing by an authorised representative of the Company, the price for the Goods shall, subject to clause 5.2, be the price quoted in the catalogue on the Website from time to time. The price for Bespoke Products will be quoted on request and one specifications have been agreed. The total price to be paid for Goods, including VAT and any delivery or shipping costs, will be clearly stated before you are asked to confirm your Order.
- 5.2 While we do our very best to ensure that all prices on our Website or Quoted by us are accurate, errors may occasionally occur. If we discover an error in the price of Goods you have included in an Order we will inform you as soon as possible and give you the option of reconfirming your Order at the correct price or cancelling it. We are under no obligation to provide any Goods to you at an incorrect price, even after we have sent you an Order confirmation and/ or delivered the Goods to you, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing. If we are unable to contact you, we will treat the Order as cancelled. If you cancel and you have already paid for the Goods, you will receive a full refund.

6. PAYMENT

- 6.1 Payment for the Goods can be made by the methods shown on our Website. Unless otherwise agreed, 50% of the price shall be payable at the time you place your Order and the remaining 50% shall be payable on or before despatch of the Goods. In the event that we take payment from you before the Contract is formed and thereafter we do not accept your Order, we shall make a full refund of your payment to you. If you are a registered credit account Buyer, unless otherwise agreed in writing by an authorised representative of the Company, payment shall be due within 30 days of the issuing of our invoice. Any quotation for Bespoke Products will set out the payment terms which will apply to such Contract.
- 6.2 Time for payment shall be of the essence and no payment shall be deemed to have been received until we have received cleared funds.
- 6.3 All payments outstanding under the Contract shall become due immediately on termination of the Contract.
- 6.4 You shall make all payments due under the Contract in full under the Contract and shall have no right of set-off, counterclaim, abatement or otherwise in respect of any claims you may make against us or any sums due by us to you (howsoever arising).
- 6.5 If you fail to pay any sum due under the Contract by the due date:
- (a) you shall be liable to pay us interest on such sum from the due date at the annual rate of 3% above the base lending rate from time to time of the Santander, accruing on a daily basis until payment in full is made; and
 - (b) we shall be permitted to cancel or suspend delivery of any other Goods ordered by you which have not yet been delivered, including any instalments not yet delivered.
- 6.6 Where the Contract is business to business and you fail to pay any sum due under the Contract by the due date, we shall also, at our discretion, have the right to charge you a sum, over and above any interest due under clause 6.5, of £25 per unpaid invoice.

7. DELIVERY

- 7.1 Subject to the remainder of this clause 7, your Order will be fulfilled as per the requested delivery option agreed and to the delivery address given when you place your Order.

- 7.2 You shall provide at the delivery address and at your own expense adequate and appropriate equipment and, where necessary, manual labour for unloading the Goods.
- 7.3 We make every effort to deliver goods within the estimated timescales, however, delays can occasionally occur due to unforeseen factors. Time for delivery shall therefore not be of the essence and we shall be under no liability for any delay or failure to deliver any Goods within estimated timescales.
- 7.4 Where possible, we try to minimize shipping costs and packing materials by consolidating Orders into single deliveries.
- 7.5 We are entitled to deliver the Goods in separate instalments, which shall be paid for separately. Any delay in delivery or defect relating to an instalment shall not entitle you to repudiate or cancel any other instalment.
- 7.6 If for any reason you fail to accept delivery of any of the Goods when they are ready for delivery, or we are unable to deliver the Goods on time because you have not provided appropriate instructions, equipment, documents, licences or authorisations or through any other fault on your part:
- (a) risk in the Goods shall pass to you (including for loss or damage caused by our or our carrier's negligence);
 - (b) the Goods shall be deemed to have been delivered;
 - (c) we may store the Goods until delivery and you shall be liable for all related costs and expenses incurred by us in respect of such storage (including, without limitation, storage and insurance);
 - (d) we shall be permitted to cancel or suspend delivery of any other Goods ordered which have not yet been delivered, including any instalments not yet delivered; and
 - (e) any redelivery costs shall be at your expense.
- 7.7 We shall not be liable for any non-delivery of the Goods (even if caused by our or our carrier's negligence) unless you give written notice to us of non-delivery within 7 days of the date of despatch as outlined in our despatch notice.

8. BESPOKE PRODUCTS

- 8.1 The sale of any Bespoke Products shall be made on the following terms:
- (a) Once a design is finalised, we shall send you an electronic/paper proof specifying details of the final Bespoke Products. The electronic/paper proof must be signed by an authorised representative of the Buyer and returned to us by e-mail, fax or

standard mail. No supplies of Bespoke Products shall be made until we receive a signed electronic/paper proof.

- (b) You are under an obligation to check the electronic/paper proof of the final Bespoke Products to ensure that it conforms with the specifications for the Bespoke Products. We shall have no liability whatsoever for Goods which conform materially to the signed electronic/paper proof, but which you consider do not conform to specifications.
- (c) Pricing and payment terms for Bespoke Products shall be as per the quotation provided by us.
- (d) Unless otherwise agreed in writing, all rights to Intellectual Property in Bespoke Products (other than trademarks and trade names which you own and any designs which you have paid us to create) shall be retained by us. Where we have produced Bespoke Products ("Design") and this Design has not been assigned to you for an agreed consideration, we shall retain all Intellectual Property in the Design and your licence to use the Design shall be strictly limited to use on the Bespoke Products which you purchase from us.
- (e) You agree to indemnify us against all liabilities, costs, expenses, damages and losses incurred and/ or suffered by Mirrl in connection with any claim made for actual or alleged infringement of a third party's Intellectual Property, including trademark, registered design rights, or trade name rights, as a result of inclusion on a Bespoke Product of any material (or part thereof) provided by you and/ or any design specifications requested by you.
- (f) While we are able to warehouse Bespoke Products on your behalf, we are under no obligation to do so. If you wish us to warehouse on your behalf, you should contact us in advance of despatch to arrange pricing and other terms.

9. RISK AND OWNERSHIP

- 9.1 The Goods are at your risk from the date when the Goods are delivered or the date of the first attempted delivery as defined by clause 7.6.
- 9.2 Ownership and/ or title of the Goods shall not, however, pass to you until we have received in full (in cleared funds) all sums due in respect of:
 - (a) the Goods; and
 - (b) all other sums which are or which become due to us from you on any account.
- 9.3 Until ownership of the Goods has passed you shall:
 - (a) hold the Goods in a fiduciary capacity as our bailee;

- (b) store the Goods (at no cost to us) separately from all your other goods or goods of any third party so that they remain readily identifiable as our property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in good condition;
- (e) keep the Goods insured on our behalf for their full price against all risks to our reasonable satisfaction and hold any proceeds of the insurance in trust for us (on our request you shall produce this insurance policy); and
- (f) permit any of our officers, employees, representatives or agents to enter any premises where the Goods may be stored to inspect them, or, where the right to possession has terminated, to recover them.

9.4 Your right to possession of the Goods for which ownership and/ or title has not yet passed to you, shall terminate immediately in the event that:

- (a) you have a bankruptcy order made against you or you make an arrangement or composition with your creditors or are involved in any comparable insolvency proceedings; or
- (b) you convene a meeting of creditors, or enter into liquidation except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation; or
- (c) you have a receiver and/or manager, administrator or administrative receiver appointed to your undertaking or your assets or any parts thereof; or
- (d) a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order; or
- (e) any proceedings are commenced relating to your insolvency or possible insolvency; or
- (f) you permit any execution, whether legal or equitable, to be levied on your property or obtained against you; or
- (g) you are unable to pay your debts or cease to trade; or
- (h) you encumber or in any way charge any of the Goods; or
- (i) at our reasonable discretion we consider your credit status to be unsatisfactory; or
- (j) you fail to observe or perform any of your obligations under the Contract or any other contract between the Company and the Buyer;

and in the event of such termination of your right to possession, provided that the Goods have not been resold, or irremovably incorporated into another product, and without limiting any other right or remedy that we may have, we

may, at any time, require you to deliver up such Goods to us and if you fail to do so promptly, enter any premises of yours or of any third party where such Goods are stored in order to recover them.

10. RETURNS

10.1 Where you purchase Goods other than Bespoke Products from us as a Consumer you are entitled, at any time up to the end of seven working days after you receive them, to cancel the Contract and return the Goods to us and we shall provide you with a refund of the sums paid by you for such Goods so long as the Goods remain in a saleable condition. If we deem the Goods not to be saleable then a return will be at our sole discretion, and shall be subject to return carriage costs.

10.2 Where you purchase from us as a business customer (i.e. not as a Consumer) we agree to refund in full, and to collect from you at our expense, any faulty or defective Goods, but only to the extent that you notify us in writing by e-mail or letter of any faults or defects within seven days of receiving the Goods. Any other returns will be at our sole discretion, and shall be subject to return carriage costs plus a 40% restocking charge over and above the original price paid by you for such Goods.

11. LIABILITY

11.1 Subject to clause 10 the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) in respect of:

- (a) any breach of any Contract including these Terms;
- (b) any use made or resale of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or delictual and/or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 Subject to clause 10 and clause 11.6:

- (a) we shall not, in any circumstances, be liable to you, whether in contract, delict, breach of statutory duty, or otherwise, for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential; and/ or
- (b) we shall not, in any circumstances, be liable to you, whether in contract, delict, breach of statutory duty, or otherwise for any indirect

or consequential loss (howsoever caused) which arise out of or in connection with the Contract; and/ or

- (c) our total liability to you in contract, delict/tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, in respect of all losses arising under or in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Contract to which such loss related.

11.3 Subject to clause 11.6, we shall have no liability to you for any loss, damage, injury, cost or expense which is the result of the improper incorporation, assembly, use, storage or handling of the Goods, or any part thereof, or from fair wear and tear or any alteration, modification or repair carried out without our approval.

11.4 We shall have no liability to you for any failure or delay in delivering the Goods or any damage caused to the Goods by any of the force majeure events outlined at clause 13.

11.5 We will take all reasonable precautions to keep the details of your Order and payment secure, but, unless we are negligent, we shall not be liable for any losses caused as a result of unauthorised access to information provided by you.

11.6 Nothing in these Terms shall exclude or limit our liability to any party for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or sub-contractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other liability which it would be unlawful to limit, restrict or exclude under applicable law.

12. **INTELLECTUAL PROPERTY**

Nothing in any Contract with you gives you any rights to our Intellectual Property and nothing any Contract, or our performance of any Contract, is intended to, or shall be deemed to have the effect of, transferring any of our Intellectual Property (or any part thereof) to you.

13. FORCE MAJEURE

While we will use all reasonable endeavours to deliver the Goods to you, we reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods where we are prevented from or delayed in delivering the Goods due to any circumstances beyond our reasonable control including, without limitation: acts of God; compliance with any law or governmental order, rule, regulation or direction, or any action taken by a government or public authority; war or national emergency; acts of terrorism; protests; riot; civil commotion; fire; explosion; collapse of building structures, failure of machinery, computers or vehicles; interruption or failure of utility service, including but not limited to electric power, gas or water; adverse weather conditions; flood; epidemic; lock-outs; strikes or other labour disputes (whether or not relating to either party's workforce); non-performance by suppliers or subcontractors; restraints or delays affecting carriers; or inability or delay in obtaining supplies of adequate or suitable materials.

14. INSURANCE

If you are purchasing Goods from us in the course of a business and/ or you intend for any Goods purchased by you from us to be used by individuals as consumers, you shall maintain appropriate product liability insurance with a reputable insurer for any and all liability (however arising) for a claim that the Goods are faulty or defective. You shall provide a copy of the insurance policy and proof of payment of the current premium to us on request.

15. TERMINATION

We shall be permitted, without giving notice, to terminate the Contract, or any other contract between ourselves, and to withhold performance of all or any of the obligations under such Contracts in the event of the occurrence of any of the events outlined in clauses 9.4, 6.5, and 7.6.

16. GOVERNING LAW

16.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Scots law.

16.2 The courts of Scotland shall have exclusive jurisdiction over any disputes or claims brought by you as defined by clause 16.1. However, whilst we may also bring disputes or claims before the courts of Scotland, nothing in this clause 16 shall limit our right to take proceedings against you in any other court of competent jurisdiction should we so wish.

17. MISCELLANEOUS PROVISIONS

- 17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 17.2 If any provision of the Contract (including sub-clauses) is found by any court, tribunal or administrative body to be wholly or partly illegal, invalid, void, voidable or unenforceable the remaining provisions shall continue in full force and effect.
- 17.3 You may not transfer assign, novate or sub-contract any of your rights or obligations under the Contract to any third party unless expressly agreed upon in writing by us.
- 17.4 No delay or failure by the Company to exercise any powers, rights or remedies under these Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of the Company.
- 17.5 You acknowledge and agree that, it is not our intention or your intention that any Contract shall give any person that is not a party to that Contract any entitlement to enforce any term of that Contract or to obtain any directly enforceable right under a Contract by means of any rule of law, including any applicable stator provisions and/ or any applicable legal principle.