# KINKE MANCHE KUKE

KUp?

# ATHLETIC FIT CUSTOM CORE RANGE



Commonwealth Sport Canada (CSC) was delighted to partner with Kukri for the Team Canada program at the 2018 Commonwealth Games, continuing for Team Canada 2022. Kukri is an innovative and world-class clothing brand who shares CSC's vision and values.

With Kukri's knowledge and years of experience and CSC's knowledge of sport and athletes, we have built a strong working relationship. Together designing a unique bespoke range, ensuring the level of quality and requirement for the high-performance sport environment and reflecting what it means to represent our country. The

**Brian MacPherson** CEO Commonwealth Sport Canada

We are not an elite national sports program - we are just a small independent Canadian boarding school - but Kukri always treats us like we are their top priority. Team uniforms, coaches' kit, school track suits, letterman sweaters – whatever the need, Kukri has been there for us with quality, affordable products customized to our brand. Our school and our student-athletes take pride in what it means to be a Spartan, and we take how we present ourselves seriously. The gear is high-end, and the service – from the design process through to delivery is exceptional. I receive offers every year from companies looking to become our athletics merchandise provider, but none of them have been able to offer me Kukri's combination of quality, professionalism, and personal attention

**Erik Van Dyke** Director Of Athletics Stanstead College

**长KUKRI** 

# KUKRI MISSION STATEMENT

At Kukri Sports we have been producing custom teamwear since 1999. Our mission from the outset was to give teams a choice, an identity and to be proud of their colours. With quality product and a professional service, we quickly established ourselves as a leading sports brand. From humble beginnings, we now pride ourselves on being an international sportswear manufacturer supplying custom teamwear and leisurewear across multiple sports.

For Kukri, a partnership is about engagement and supporting each individual through their sporting journey. Through encouraging lifelong participation across multiple sports, Kukri promotes the values of inclusivity, ambition and passion. We are proud to work with both our elite and grassroot partners and truly believe in the benefit of sport, both mentally and physically. We use our many years of experience to support physical activity at all levels, regardless of ability, age or gender.

Custom teamwear forms a unique part of an individual's sporting story and represents a lasting link with their time in sport. Every individual has the ability to build their own sporting legacy. Kukri Sports provides sportswear that inspires as well as performs.

# CHOOSE YOUR Custom OPTION

Following the success of our core stock products, we have developed a range that combines the best of our custom capabilities with performance and comfort. Based on the same garment construction and fabrics, you are now able to make your core product custom to you. Showcase your teams' identity, with the Kukri Core Custom Range.



# LIGHTWEIGHTS T-SHIRTS / POLO SHIRTS / VESTS

Lightweight athletic fit garments in a breathable wicking fabric, both easy to wear and care for. Optional mesh back panelling for added ventilation makes the garment perfect for either training, warm up, on field playing kit, gym, school, travel or leisure. All featuring our contemporary silver brand detail and ideal for customisation with printed logos.



### TECHNICAL T-SHIRT Athletic fit short sleeved T shirt for match play and training.

MEN'S **K57** Women's **K59** Youth **K57** Kids **K57** 

MATERIAL Main: 100% Polyester Interlock

SIZES UNISEX 2XS, XS, S, M, L, XL, XXL, 3XL, 4XL WOMEN'S 6, 8, 10, 12, 14, 16, 18, 20 YOUTH YS, YM, YL KIDS 7/8, 9/10



### TECHNICAL POLO SHIRT Athletic fit short sleeved polo shirt for match play and training.

MEN'S **K56** Women's **K60** Youth **K56** KIDS **K56** 

MATERIAL Main: 100% Polyester Interlock / Collar: 92% Polyester 8% Elastane 1 x 1 Flat Knit

> SIZES UNISEX 2XS, XS, S, M, L, XL, XXL, 3XL, 4XL WOMEN'S 6, 8, 10, 12, 14, 16, 18, 20 YOUTH YS, YM, YL KIDS 7/8, 9/10





ÈKUMRI

### TECHNICAL VEST

Athletic fit scoop neck vest for match play and training.

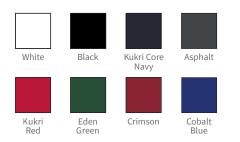
MEN'S **K120** WOMEN'S **K122** YOUTH **K120** KIDS **K120** 

MATERIAL Main: 100% Polyester Interlock

SIZES UNISEX 2XS, XS, S, M, L, XL, XXL, 3XL, 4XL WOMEN'S 6, 8, 10, 12, 14, 16, 18, 20 YOUTH YS, YM, YL KIDS 7/8, 9/10

### MAIN BODY COLOUR OPTIONS

A selection of six base colours for your T-shirt, Polo Shirt or Vest



### PANEL COLOUR OPTIONS

Add a secondary colour to your design with a choice of six colours for the side panels



Green

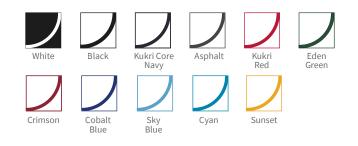


Crimson

Blue

### Cobalt

### **CHOOSE YOUR PIPING COLOUR**



### SUBLIMATION OPTIONS

Wide range of sublimation designs ready to colour in your own club colours. Alternatively let our designers create a unique design for you.



### **DESIGN OPTION 1**

One colour with tonal flat lock colour

Our standard choice where all elements apart from Kukri branding are one of the 'Main Body' colours Choose COLOUR OPTION MAIN BODY



Kukri

Red

### **DESIGN OPTION 2**

Contrast colour piping at panel seams

This choice lets you add the slightest of colour elements on the piping and necktape as a subtle design feature

MAIN BODY Choose COLOUR OPTION Choose PIPING COLOUR PIPING

### **DESIGN OPTION 3**

Contrast colour side panels

The main difference in this design is having the panels in a contrasting colour from the main body

MAIN BODY Choose COLOUR OPTION PANELS Choose PANEL COLOUR



### **DESIGN OPTION 4**

Contrast colour side panels and piping

This design lets you create a bold design, with the capacity to alter the colours of the main body, panels and piping

MAIN BODY Choose COLOUR OPTION PANELS Choose COLOUR OPTION PIPING Choose COLOUR OPTION



### **DESIGN OPTION 5**

Sublimated deisgn panels

This choice lets you add the slightest of colour elements on the piping and necktape as a subtle design feature

MAIN BODY Choose COLOUR OPTION PANELS Choose SUBLIMATION DESIGN AND COLOUR



### **DESIGN OPTION 6**

Fully sublimated

The main difference in this design is having the panels and necktape in a contrasting colour from the main body

MAIN BODY Choose SUBLIMATION **DESIGN AND COLOUR** 

## MID & HEAVYWEIGHTS HOODY / 1/4 & FULL ZIP TRACK TOP

Midweight track tops in functional stretch fabric offering comfort and performance, both essential for mid-layer garments. Or choose our heavier weight hoody in a contemporary brushed back fleece, both are perfect for training, warm up, travel or leisure. All feature reflective silver zip detail and branding and are ideal for customisation with printed or embroidered logos.

### FULL ZIP HOODY

### Heavyweight full zip hoody in an athletic fit.

Ideal for customisation with heat transfer, screen print, vinyl print logo or embroidery.

UNISEX **K69** WOMEN'S **K70** YOUTH **K69** KIDS **K69** 

KUKE

MATERIAL Main: 100% Brushed Back Polyester Panels & Hood lining: 100% Polyester Mesh

SIZES UNISEX 2XS, XS, S, M, L, XL, XXL, 3XL, 4XL WOMEN'S 6, 8, 10, 12, 14, 16, 18, 20 YOUTH YS, YM, YL KIDS 7/8, 9/10





### 1/4 ZIP TRACK TOP

Midweight 1/4 zip track top in an athletic fit. Also available wih a full zip option

Easy care garment Ideal for customisation with heat transfer, screen print, vinyl print logo or embroidery.

UNISEX K71 YOUTH K71 KIDS K71

MATERIAL Main: 90% Polyester 10% Elastane

SIZES UNISEX 2XS, XS, S, M, L, XL, XXL, 3XL, 4XL YOUTH YS, YM, YL KIDS 7/8, 9/10



### MAIN BODY COLOUR OPTIONS

A selection of four base colours for your Hoody or Track Top



### PANEL COLOUR OPTIONS

Add a secondary colour to your design with a choice of six colours for the side panels

Navy



Kukri

Red



White

Eden

Green



Asphalt



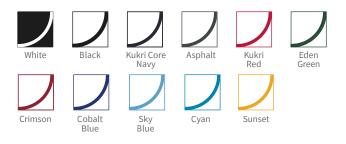


Sky Blue

Crimson Cobalt Blue

Cyan





### SUBLIMATION OPTIONS

Wide range of sublimation designs ready to colour in your own club colours. Alternatively let our designers create a unique design for you.



### **DESIGN OPTION 1**

One colour with tonal flat lock colour

Our standard choice where all elements apart from Kukri branding are one of the 'Main Body' colours MAIN BODY Choose COLOUR OPTION



### **DESIGN OPTION 2**

PIPING

PANELS

Contrast colour piping at panel seams

This choice lets you add the slightest of colour elements on the piping and necktape as a subtle design feature MAIN BODY

Choose COLOUR OPTION Choose PIPING COLOUR



### **DESIGN OPTION 3**

Contrast colour side panels

The main difference in this design is having the panels in a contrasting colour from the main body

Choose COLOUR OPTION MAIN BODY PANELS Choose PANEL COLOUR

### **DESIGN OPTION 4**

Contrast colour side panels and piping

This design lets you create a bold design, with the capacity to alter the colours of the main body, panels and piping

Choose COLOUR OPTION MAIN BODY PANELS Choose COLOUR OPTION PIPING Choose COLOUR OPTION



### **DESIGN OPTION 5**

### Sublimated deisgn panels

This choice lets you add the slightest of colour elements on the piping and necktape as a subtle design feature

MAIN BODY Choose COLOUR OPTION Choose SUBLIMATION DESIGN AND COLOUR



### **DESIGN OPTION 6**

Fully sublimated

The main difference in this design is having the panels and necktape in a contrasting colour from the main body

MAIN BODY Choose SUBLIMATION **DESIGN AND COLOUR** 

# OTTAWA GYMNASTICS CENTRE KUKRI KUKRI

# TESTIMONIAL

We have been working with Kukri for the past 3 years now and we are very satisfied with our partnership. Their commitment to timely returns on orders,

customer relations, product set up and options is nothing short of fantastic. Best sports apparel supplier we have worked with to date

### Amanda Pepin

Competitive Program Manager Ottawa Gymnastics Centre

Rugby Nova Scotia have had a strong partnership with Kukri sports for the last 8 years.

An accommodating organisation that have always worked with us in an ever changing sporting world.

The helped us clean up and grow the brand of Rugby Nova Scotia and our Keltics programs.

We look forward to continuing our positive relationship with Dan and his team and continue to be excited with new products each rugby season

### **Jack Hanratty**

Provincial Coach Rugby Nova Scotia

SCOTIA NOVA Kelcics ITLANTIC BOLD RUG

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NOVA SCOTIA Keltics

**≮Kukri** 

# SHORTS MEN'S TRAINING SHORTS

UNISEX	K78
YOUTH	K78
KIDS	K78

### Athletic fit training shorts in a light, breathable, stretch, wicking fabric.

The athletic fit training shorts have been designed in a stretch, lightweight, breathable wicking fabric with contemporary silver detail making them perfect for training on and off field plus match play. Fully mesh lined with side pockets, elastic waistband and internal drawcord. Easy care garment. Ideal for customisation with heat transfer, screen print, vinyl print logo or embroidery.

### MAIN BODY COLOUR OPTIONS

A selection of six base colours for your Shorts

White	Black	Kukri Core Navy	Asphalt

### MATERIAL

Main: 95% Polyester 5% Elastane Gusset and Side Panel: 100% Polyester Mesh Lining: 100% Polyester Mesh

 SIZES

 UNISEX
 2XS, XS, S, M, L, XL, XXL, 3XL, 4XL

 YOUTH
 YS, YM, YL

 KIDS
 7/8, 9/10



Eleven colour choices for piping which can contrast

Asphalt

Cyan

# \* Kukri



### PANEL COLOUR OPTIONS

Add a secondary colour to your design with a choice of six colours for the side panels



# ĒKURRI

### DESIGN OPTION 1

### One colour

Our standard choice where all elements apart from Kukri branding are one of the 'Main Body' colours MAIN BODY Choose **COLOUR OPTION** 



**PIPING COLOUR OPTIONS** 

Black

Cobalt

Blue

Crimson

with the base colour or panel colour

Kukri Core

Navy

Sky

Blue

### **DESIGN OPTION 2**

Kukri

Red

Sunset

Contrast colour piping

This choice lets you add the slightest of colour elements on the piping as a subtle design feature

MAIN BODY Choose **COLOUR OPTION** PIPING Choose **PIPING COLOUR** 

Eden

Green



### DESIGN OPTION 3

Contrast colour side panels

The main difference in this design is having the panels and piping in a contrasting colour from the main body

MAIN BODY Choose COLOUR OPTION PANELS Choose PANEL COLOUR

# SHORTS WOMEN'S TRAINING SHORTS

WOMEN'S	K81
YOUTH	K81
KIDS	K81

### Athletic fit women's training shorts in a light, breathable, stretch, wicking fabric.

Designed in a lightweight, breathable, wicking, stretch fabric for ease of movement with a contemporary silver detail. Ideal for training on and off field plus match play. Ideal for customisation with heat transfer, screen print, vinyl print logo or embroidery.

### MATERIAL Main: 95% Polyester 5% Elastane Binding: 100% Polyester Mesh

 SIZES

 WOMEN'S
 6, 8, 10, 12, 14, 16, 18, 20

 YOUTH
 YS, YM, YL

 KIDS
 7/8, 9/10







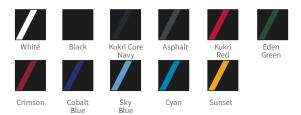
### MAIN BODY COLOUR OPTIONS

A selection of six base colours for your Shorts

White	Black	Kukri Core Navv	ò	Asphalt	

### BINDING COLOUR OPTIONS

Eleven colour choices for binding which can contrast with the base colour



### SUBLIMATION OPTIONS

Wide range of sublimation designs ready to colour in your own club colours. Alternatively let our designers create a unique design for you.



### **DESIGN OPTION 1**

One colour

Our standard choice where all elements apart from Kukri branding are one of the 'Main Body' colours MAIN BODY Choose **COLOUR OPTION** 



### DESIGN OPTION 2

### Contrast colour binding

This choice lets you add the slightest of colour elements on the binding as a subtle design feature

MAIN BODY Choose COLOUR OPTION BINDING Choose COLOUR OPTION



Throughout our long standing relationship with Kukri we have continually been impressed with the efficiency and professionalism of the company. Through a flexible working relationship, we have been able to customize our designs and size of orders to provide our athletes with high quality bespoke training gear and sports uniforms. Moving away from our previous suppliers has not only helped us develop continuity within our brand but the quality of workmanship and material has been enjoyed by both parents and students alike

### **Ivan Shambles**

Senior School Athletics Director Elmwood

Kukri Sport's work on our athletes gear has made a significant difference in how COBRA is represented on the public stage. C L UB

BRA SWIM

**KUKRI** 

POLLOCI

KUKRI

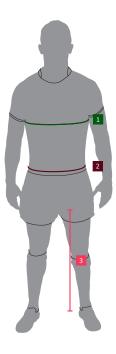
Our athletes can now compete with the best both in the water and on land looking sharp wherever we go. Dan Gordon has never let us down working with us creatively and professionally to always deliver exactly what we need and when we need it. A happy partnership since 2017.

### Kim Inglis-Clarke

Operations Manager & Coach Cobra Swim Club

### **HOW TO MEASURE**

### MEN'S | UNISEX

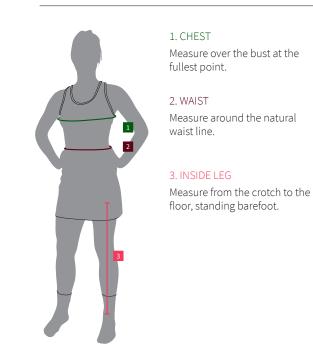


1. CHEST Measure the chest at the fullest part.

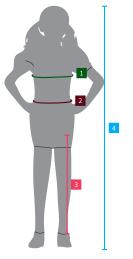
2. WAIST Measure around the natural waist line.

3. INSIDE LEG Measure from the crotch to the floor, standing barefoot.

### LADIES



### YOUTH & KIDS



### 1. CHEST

Position tape close to underarms, measure the chest at the fullest part.

### 2. WAIST

Measure around the natural waist line.

### 3. INSIDE LEG

Measure from the crotch to the floor, standing barefoot.

### 4. HEIGHT

Measure from the top of the head to the ground, with feet together, standing barefoot.

### PRODUCT FIT

- Regular Fit | A traditional, looser cut for enhanced range of motion and an effortlessly relaxed fit.
- Athletic Fit I A slimmer, tighter cut that delivers optimal mobility by giving an athletic look.
  - PLEASE NOTE that the Core Range is a narrower fit to previous offerings. Our new athletic silhouette is contemporary, consistent and tailored for athletes of all abilities. We are now proud to offer a wide selection of technical sportswear which can be worn with confidence on and off the field of play. The new Core Range has been carefully engineered to provide optimal everyday comfort, servicing the needs of the male, female and youth athlete Made to Win.

### ATHLETIC FIT CORE RANGE SIZING GUIDE

UNISEX

	2XS	XS	S	М	L	XL	XXL	3XL	4XL
To Fit Chest	34"	36"	38"	40"	42"	44"	46"	48"	50"
To Fit Waist	28"	30"	32"	34"	36"	38"	40"	42"	44"
Inside Leg	32"	32"	32"	32"	32"	32"	32"	32"	32"

Please note: All sizes are based on body measurements and not garment measurement, with the exception of the inside leg which is a garment measurement. If you have any questions regarding sizing, please don't hesitate to contact your account manager or request a sample.

### WOMEN'S

	6	8	10	12	14	16	18	20	
To Fit Chest	30"	32"	34"	36"	38"	40"	42"	44"	
To Fit Waist	24"	26"	28"	30"	32"	34"	36"	38"	
Inside Leg	30"	30"	30"	30"	30"	30"	30"	30"	

### YOUTH - BOYS

	YS	YM	YL
Height	57.5"	60"	62"
To Fit Chest	29"	31"	33"
To Fit Waist	25"	26"	27"

### YOUTH - GIRLS

	YS	YM	YL
Height	57.5"	60"	62"
To Fit Chest	28"	30"	32"
To Fit Waist	25"	26"	27"

### KIDS - BOYS

	7/8 YRS	9/10 YRS	
Height	50.5"	55"	
To Fit Chest	25"	27"	
To Fit Waist	23"	24"	

### KIDS - GIRLS

	7/8 YRS	9/10 YRS	
Height	50.5"	55"	
To Fit Chest	24"	26"	
To Fit Waist	23"	24"	

### **TERMS & CONDITIONS**

### 1. DEFINITIONS

In the terms and conditions of sale set out below, Kukri Sports Limited and all of its subsidiaries is referred to as the "Company". The "Purchaser" is the person, firm or company to whom the quotation is addressed or by and on behalf of whom the order is placed.

'Stock Items' refers to plain stock items with no personalisation, 'Customised items' refers to plain stock items that are personalised for the Purchaser, and 'Custom items' refers to unique design items that are made to order specifically for the Purchaser.

Target delivery date refers to the estimated delivery date at the point of sale and is not a guaranteed delivery date.

### 2. VALIDITY OF QUOTATION

The Company reserves the right to refuse the Purchaser's acceptance of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn in such period. No binding contract shall be created by the acceptance by the Purchaser of the Company's quotation until notice of acceptance of the order has been given in writing, which shall have been signed by the Company's duly authorised representative, or the Company has indicated its acceptance of the offer by making delivery or part delivery of the goods and payment has been received. In the event that no quotation is given by the Company and it has received an order from the Purchaser, all deliveries are made subject to these General Conditions of Sale.

### 3. PRICES

(i) Unless contractually agreed otherwise, price lists may be altered without notice and goods are invoiced at prices in force on the day of despatch. In the case of goods and/or services, which are the subject of a written quotation, the validity of prices are as detailed in that quotation.

(ii) Variations – In the event of variations or suspensions of the work by the Purchaser's instructions or lack of instructions, the contract price shall be adjusted to reflect costs involved. Where a price per unit has been quoted and the Purchaser requires a smaller number of units to be delivered than those quoted for, the Company reserves the right to adjust the rates of prices applicable thereto.

### 4. PRODUCT REPRESENTATION

Product details and specifications within published literature of any form should be considered as an initial guide, the Company reserves the right to make changes to products that are not subject to existing contract award without prior consultation.

(i) Some of the items which the Company offers for sale are fashion items and may not be suitable for sports or other activities. The Purchaser should therefore be satisfied that the items are suitable for the type of sports activity that they wish to use them for prior to ordering.

### 5. SAMPLES

All sample orders are chargeable at full RRP and are required to be paid in full at the time of ordering. Not all sample orders are returnable, however, where the sample order has been agreed as returnable, these products must be received by the Company no later than 28 days from date of despatch. Upon receipt of the returned sample products, a credit note or refund will be issued within 15 days. Returned sample orders should be sent via courier or registered post. If the goods fail to arrive at the Company you will not be eligible for a credit note or refund. The Company cannot be held responsible for goods lost or damaged in the post. Goods returned after the sample order will be returned to the Purchaser at the Purchasers own cost.

### 6. MANUFACTURE

(i) The Item supplied to the Purchaser shall comply with the Agreed Specification of product code stated in the Order.

(ii) The Company shall be entitled to approach the Purchaser to propose modifications to the Item subsequent to the date of the Order.

(iii) The Company shall, subject to separate commercial agreement, implement all mutually Agreed Modifications to the Specification.

(iv) The job sheet and logo worksheet, once confirmed, is a binding contract between the Purchaser and the Company. Once approved by the Purchaser in writing, changes will not be accepted to either document. It is the Purchasers responsibility to check the sales prices detailed on the job sheets prior to order confirmation. The Company will not adjust sales prices post order confirmation.

(v) Any and all logo approvals are the sole responsibility of the Purchaser. Once approved no changes can be made.

(vi) For customised and custom items, the Purchaser may be asked to approve a sample logo or sublimation design whilst the order is in production. Any delay in approval from the Purchaser may result in a delay in the production of the garments. The Company shall not be responsible for any such delay.

(vii) Colours and designs are for visual guidance only. Logos are not shown to scale. Swatch samples may be available upon request. Custom and stock samples may be provided upon request and are chargeable.

### 7. SCHEDULE ORDER

(i) A schedule order (i.e. an order calling for delivery spread over a specified period) shall constitute unqualified authority for manufacture and shall define the Purchaser's liability.

(ii) Where the contract is to be or may be fulfilled in separate instalments, deliveries or parts, payments for each instalment, delivery or part shall be made as if the same constituted a separate contract.

### 8. DELAYED DELIVERY BY THE PURCHASER

Should the Purchaser, for whatever reason, delay the delivery of an order, where materials have been purchased, and work has already been completed on the order, the Company reserves the right to invoice for, the value of the order at the time the delay is notified, at that time or at any time thereafter. The Company also reserves the right to invoice, if necessary, for storage of the goods, the cost of any material or tools used or intended to be used thereof and the cost of labour and other overheads.

### 9. CANCELLED ORDER

If the Purchaser cancels the order or any part thereof, or fails to take delivery of any goods at the time agreed, should such cancellation or failure cause disruption to the Company's production, the Purchaser shall be liable, without prejudice to any other rights of the Company to claim damages, to indemnify the Company against any loss, damage or expense incurred by the Company in connection with the manufacture or non-manufacture of the goods, the cost of any material or tools used or intended to be used thereof and the cost of labour and other overheads. The Company reserves the right, in addition, to impose a cancellation/restocking fee of 50% of the full order value.

For stock items only, The Purchaser has a legal right to cancel the contract without giving any reason within 14 days of the day after you received the goods. This is the "Cancellation Period". The Purchaser can cancel by sending the Company the cancellation form provided or by letting us know in any other way by post to 171 Brierley Road, Walton Summit PR5 8AH, by fax on 01772 330055, by email on cancellations@kukrisports.com or over the phone on 01772 33899. The Purchaser should keep evidence of having given notice of cancellation, such as an email receipt or fax confirmation report.

### **10. DELIVERY**

(i) The target delivery date is an estimated delivery date at the point of sale and the Company shall endeavour to meet this. The, lack of raw materials, late or disadvantageous delivery of goods, conditions that constitute "Force Majeure" meaning an excusable delay, unforeseen circumstances proved to be beyond the reasonable control and without the fault or negligence of the Purchaser or the Company including but not limited to acts of God, natural disasters, fire, flood, explosions, earthquakes, accident, civil unrest, any act of the Government of the Purchaser or the Supplier, war, insurrection, embargo, actions of the other party, riots, or strikes affecting the Purchaser, the Supplier or the Customer. The parties non-compliance with any rule, regulation or government agency shall not constitute Excusable Delay, or the failure of the Purchaser to furnish necessary information or instructions for any reason whatsoever, release us from the agreed delivery dates, and if necessary, from the contracted responsibility for delivery.

(ii) Claims for damages or any consequential loss on account of late or incomplete delivery cannot be considered valid.

(iii) Should there be a default in payment by the due date in the case of a contract or order which involves more than one delivery, the Company reserves the right to suspend or cancel all or part of that contract on order.

(iv) Where custom garments are to be manufactured in accordance with the Purchaser's requirements, the quoted lead-time shall commence from receipt of written confirmation of actual requirements and valid payment as set out on the email confirmation and job sheet that is issued. A copy of the email confirmation and job sheet are also available on request.

(v) If goods are out of stock, the Company will notify the Purchaser via email as soon as possible and by no later than 30 days from the due delivery date and advise if alternatives are available. The company will aim to replenish stock levels as soon as possible, although are not be obliged to do so. If the Purchaser orders more than one product, the Company does not guarantee that all goods will be delivered in a single delivery and we reserve the right to deliver in instalments.

(vi) Unless contractually agreed, any orders that are required for delivery outside of the standard 13 week lead time will be subject to a 5% environmental premium charge as well as the standard delivery charge. On applicable orders, the uplift will be shown as a separate charge on the job sheet or, for online orders, added at the checkout stage. Note that the freight method cannot be amended after order submission.

### 11. DAMAGE IN TRANSIT OR NON-DELIVERY

(i) A complaint must be made in writing within 3 working days of receipt of goods if they have been damaged in transit. On receipt of an externally damaged delivery, a claim for damages must be submitted accompanied by an official report from the carrier. In cases of non-delivery of goods, a complaint must be made in writing within 5 days of despatch (within UK).

(ii) The risk in the goods shall pass to the Purchaser at the point of delivery as specified in these Conditions or as otherwise agreed and the Company shall have no responsibility for the safety of the goods thereafter.

### 12. RETURN OF GOODS

Under no circumstances may goods, supplied against a firm order, be returned without the Purchaser having first applied for and obtained the written consent of the Company. Goods returned without prior permission or that fall outside of the guidelines detailed below will not be accepted.

(i) Customised & Custom Products – You do not have a legal right to cancel any goods that have been personalised to your requirements. As these are customised for the Purchaser, their club or team, the Company are unable to accept returns except in the case of manufacturing error or faulty goods.

(ii) Plain Stock Products – The Company will accept returns of plain stock products within 14 days from date of delivery if the goods are in the original condition with all labels, tags and bags intact. Please note that the return may be subject to the cancellation/restocking fee as detailed in Clause 9.

(iii) To return plain stock items, this must be agreed by the Company prior to the goods being returned as per Clause 9. The Purchaser must keep the goods in a re-saleable condition and in accordance with Clause 12 (ii)

(iv) If the Purchaser returns goods to the Company due to a manufacturing fault, the Company will inspect the goods and either replace the item or refund the full purchase price for goods that we reasonably accept are defective, faulty or which are otherwise not in accordance with the contract. This is subject to the goods being returned to the Company within 14 days from date of delivery.

(v) The Company will replace the goods or refund the Purchaser provided that the defect or fault is not caused by usual wear and tear, damage caused deliberately or accidentally, negligence or if you fail to follow product care instructions or if the goods have been misused, altered or repaired without the Company's approval. If the Company does not find any fault or defect then your cancellation and refund rights are limited to those set out above. This does not affect the Purchaser's statutory rights. The remedy in this clause represents the Company's entire liability to the Purchaser for any claim under the guarantee period or any other guarantee or condition in respect of the goods which the law provides in so far as we are permitted to limit our liability to you.

(vi) If the Purchaser believes that goods have a defect, you should not make any further use of them before returning them to the Company. After the guarantee period, refunds and exchanges shall be at the Company's discretion. The Purchaser's statutory rights are not affected.

(vii) Returned orders should be sent via courier or registered post. If the goods fail to arrive at the Company you will not be eligible for a credit note or refund. The Company cannot be held responsible for goods lost or damaged in the post. Goods returned after the return period has expired will not be eligible for a credit note or refund and the order will be returned to the Purchaser at the Purchasers own cost.

(viii) The Company will not reimburse the Purchaser's return delivery costs except in the case of a manufacturing error. Where a manufacturing error has occurred, return postage cost of up to £8.00 UK or £25 International may be reimbursed upon proof of postage. Where the postage exceeds the stated value, prior approval must be obtained from The Company in writing.

(ix) All return packages must include a completed returns form, which can be downloaded from the Company website.

### **13. GUARANTEE**

(i) All the Company's products are guaranteed for a minimum of 14 days from the date of delivery, subject to the following conditions without prejudice to the Purchaser's statutory rights.

(ii) In the event of a complaint arising during the period of guarantee, the Purchaser should notify the Company regarding the nature of the complaint before returning the goods. If the Company is satisfied that the Company's product has become defective due to faulty workmanship or material, in normal use, in accordance with the Companies instructions, the Company will, at the Company's discretion, either despatch a direct replacement free of charge or repair the article free of charge if returned carriage is paid to the Company.

(iii) Products not manufactured by the Company will receive the same guarantee conditions as extended by the supplier to the Company.

(iv) It is the responsibility of the Purchaser to ensure that all goods are used in line with the manufacturer's instructions. Contravention of such instructions invalidates the guarantee and any rectification carried out by the Company at the request of the Purchaser is chargeable by the Company.

(v) The Company reserves the right to decide whether a product has been tampered with in which case the guarantee becomes invalid.

(vi) The Company's guarantee is explicitly limited to the repair or replacement of defective goods,

### 14. PAYMENT

(i) The nett prices quoted are exclusive of carriage & VAT. Standard payment terms are payment in full at point of order. Alternatively, and only with prior agreement, the Company will accept orders provided they hold a valid credit account. For purchasers who already hold credit facilities with the Company, payment is due in line with the agreed terms of your credit account. Cancellation of orders may result in the cancellation fee being applied at a minimum of at least 50% of the full order value for custom or customised products as per Clause 9, although the exact sum above depends on the amount of goods in production or completed at the time of cancellation.

(ii) The Company reserves the right to seek full or part payment for specialised items in advance of manufacture.

(iii) The Company reserves the right to charge statutory interest at 8% above the Bank of England base rate on overdue accounts as per the Late Payment of Commercial Debts (Interest Act 1998).

### 15. RESERVATION OF TITLE

(i) Notwithstanding delivery of the Goods to the Purchaser, ownership of the Goods (both legal and equitable) will not pass but remain with the Company. However, immediately on delivery to the Purchaser or into custody on the Purchasers behalf (whichever is the sooner) the risk in the Goods will pass to the Purchaser. Property in the Goods will pass to the Purchaser when all outstanding debts owed to the Company in respect of the goods relevant to this contract have been paid in full. Until that date, the Purchaser is to hold the Goods in a fiduciary capacity as bailiff on behalf of the Goods in such a way that they can be recognised as being held in a fiduciary capacity.

(ii) Notwithstanding that the Purchaser may hold the goods in a fiduciary capacity only, the Company will allow the Purchaser the power to use the goods in its normal course of business and to sell the goods to third parties and to deliver them on the condition that so long as the Purchaser is indebted to the Company, the Purchaser shall assign the benefit of any claims against such third parties to the Company and in any event, if the Purchaser received the proceeds of such sales from third parties, such proceeds are to be held by the Purchaser for account of the Company (who shall be permitted to trace such proceeds) to the extent that the Purchaser is indebted to the Company under this contract.

(iii) If payment by the Purchaser under this contract becomes overdue in whole or in part, of if the Purchaser shall commit any other breach of this contract or any act of insolvency (as hereinafter defined), the Company shall be entitled (without prejudice to any of its other rights) to treat this contract as discharged, and to repossess the Goods, the subject of this contract, or the mixed goods, or any of them, as the case may be, and to enter upon any premises where the goods may be situated for that purpose.

(iv) The Purchaser shall, for the purpose of this clause, be deemed to commit an act of insolvency if any distress or execution shall be levied upon its property or assets, or if it shall make or offer to make any arrangements or composition with creditors, or commit any act of bankruptcy, or if any receiving order in bankruptcy shall be presented or made against it, or if the Purchaser is a limited company and any resolution or petition to wind up such company's business other than for the purpose of amalgamation or reconstruction shall be passed or presented or if a receiver of such a company's undertaking property or assets or any part thereof shall be appointed or if in the sole discretion of the company it appears to the Company that the financial position of the Purchaser has become unsatisfactory or impaired.

(v) In the event of the Company repossessing the goods, the Purchaser shall be liable (notwithstanding the discharge of the contract) to pay the difference between the price of the goods and their value on repossessing and in the event of the Company being entitled to repossess the Goods, but being unable to do so for any reason whatsoever, the Purchaser shall pay to the Company the full price thereof, less in each case any amount previously paid by the Purchaser for the goods under this contract.

(vi) Any receiver or liquidator appointed over the assets of the Purchaser shall pay into a separate bank account any sums received from third parties in respect of sales to them of the goods by the Purchaser, up to the amount of any indebtedness of the Purchaser to the Company under this contract for the sole benefit of the Company.

### 16. LIMIT OF LIABILITY

This clause sets out the entire financial liability of each Party (including liability for the acts of omissions of its employees to each other in respect of any breach of this agreement or any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this Agreement).

 ${\rm (i)}$  Nothing in this Agreement shall limit or exclude liability of either Party to the other for death or personal injury resulting from negligence, for fraud or fraudulent misrepresentation.

(ii) Without prejudice to 16 (i), neither Party shall not be liable to the other Party, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

(i) loss of profit; or
(ii) loss of goodwill;
(iii) loss of business;
(iv) loss of business opportunity;
(v) loss of anticipated saving;
(vi) loss or corruption of data or information;
(vii) special, indirect consequential damage suffered by one Party that arises under or in connection with this agreement.

(iii) Without prejudice to clause 16 (i) or clause 16 (ii) the Company's total liability of each Party arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the price of the Order to which the claim relates.

### **17. INTELLECTUAL PROPERTY RIGHTS**

Inventions, technical information, patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names and any URLs or domain names), registered designs, design rights, copyright and moral rights and topography rights (in each case for the full period thereof and all extensions and renewals thereof), applications for any of the foregoing and the right to apply for a claim priority in respect of any foregoing in any part of the world and any similar rights situated in any country.

(i) All intellectual property rights in the goods and in any material used in the manufacture of the goods so and shall continue to belong to the Company or a supplier to the Company and the purchaser agrees that it will not infringe any of the Company's intellectual property rights. In addition, the Purchaser agrees to notify the Company as soon as it becomes aware of any third party infringement of Intellectual Property Rights in relation to the goods or any of them.

(ii) The Purchaser shall leave in position and not cover, deface or erase any notices or other marks (Including, without limitation, notice that a trademark, design, patent or copyright relating to the goods is owned by the Company or a third party) which may be placed on or affixed to the goods.

### **18. GENERAL**

(i) This agreement shall be governed and construed in accordance with the law of England and the parties hereby accept the non-exclusive jurisdiction of the High Court of Justice in England in relation to all matters, claims or disputes arising out of or in connection with this agreement.

(ii) In the case that any part or parts of this contract are held to be illegal or otherwise unenforceable, the remainder of the contract should still apply.

(iii) All orders are accepted and executed on the understanding that the Purchaser is bound by these General Conditions of Sale. Where there is any inconsistency between these Conditions of Sale and any Conditions which the Purchaser seeks to impose these General Conditions of Sale shall prevail.

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