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**WHOLESALE TERMS AND CONDITIONS**

**1 OUR CONTRACT WITH YOU**  
1.1 These are the terms and conditions (the “Terms”) on which we, Fraser Knitwear, whose address is at School House, Muckle Roe, Brae, Shetland Isles, Scotland, UK ZE2 9QW

(“We”, “Us” and “Our”) supply Our products (the “Products”) detailed in our Wholesale catalogue, to you, in your capacity as a retailer.

1.2 We may ask you to prove the existence of your business and the sales methods that you use in order for Us to establish that you are a retailer. This may include, amongst other things, your providing to Us the address of your retail outlet and/or a digital photograph of your store front, and/or details of the URL of your website from which you operate your own e-commerce enabled webstore.

1.3 You confirm that you have authority to bind any business or company on whose behalf you purchase Products.

1.4 These Terms will apply to any contract between Us for the sale of Products to you and replace and supersede any previous terms and conditions. We reserve the right to revise these Terms from time to time. Every time you wish to order Products, please check these Terms to ensure you understand the terms which apply at that time.

1.5 We intend to rely on these Terms and any documents expressly referred to in them in relation to the contract between Us. While We accept responsibility for statements and representation made by Our duly authorised employees and agents, please ensure that you ask for any variations from these Terms to be confirmed to you in writing to avoid any confusion between us. If you think that there is a mistake or require any changes to be made to these Terms, please contact Us to discuss this as soon as possible.

1.6 Please read these Terms carefully and make sure that you understand them and check that the details on your order are complete and accurate, before you confirm your order in accordance with these Terms. You are responsible for all information provided to Us in relation to the products ordered and We shall not be responsible for any errors or missing information in the details that We receive from you.

**2 ORDERING PRODUCTS**  
2.1 Your order for Products is made when you submit to Us by email at sales@fraserknitwear.com, confirmation in respect of the each Product that you wish to order from Us, including the following details: (1) the colour; (2) the style (3) the shipping destination; and (4) the date by which the Products are required (the “Order”). By submitting your Order, this does not mean that We have accepted it. Our acceptance of the Order will take place as described in clause 2.

2.2 There is no minimum order quantity (“MOQ”) in respect of trade orders. We reserve the right to introduce an MOQ without notice although We will endeavour to give notice of any proposed changes in this respect.

2.3 If We are unable to supply you with any Product(s) ordered or if We are unable to comply with the time scale set out in your Order, We will inform you of this by email as soon as is reasonably practicable upon becoming aware of any such issues, and We will not process the Order unless and until you confirm to Us by email that you wish Us to proceed and the details of any changes required to be made to your Order. If We are able to, We will offer you the nearest alternative or if you would prefer, We will refund you the full amount that you have paid in respect of the relevant Products as soon as is reasonably practicable, where you have already paid for the Products.

2.4 Once you have confirmed that the Order details We have are correct, We will provide you with an estimated dispatch and delivery date. Please note that any dispatch and/or delivery date provided are estimates only.

2.5 We endeavour to meet the following delivery time estimates for completion of the entirety of your Order, but at busy times and depending upon the number required, deliveries may take longer:

2.6.0 Items already in stock: dispatched around 1-2 weeks from the date of your Order;

2.6.1 Items not in stock: to be agreed at time of order. Dispatch time will depend on quantity required, product style and whether the order is for a custom design.

2.7 Once your Products are ready to be dispatched, We will confirm this and send you an electronic copy invoice (the “Invoice”). The Invoice will confirm the details of your Order, an order number and the amount payable by you in respect of your Order, together with any delivery or other charges applicable to your Order in accordance with clause 3.3 and/or clause 4. Please check the details set out in the Invoice as We shall not be responsible for any errors or missing information once the Order is confirmed by you. Please quote the Order number in all subsequent correspondence with Us relating to the Order. The Invoice will also confirm the options available to you for making payment in respect of your Order which include secure online payment by credit or debit card, bank transfer or cheque, in accordance with clause 7.

2.8 The Invoice provided will only relate to Products that are ready to be dispatched to you in this shipment.

2.9 We will endeavour to confirm your Order and issue the Invoice within 24 hours of receipt by Us of an Order, or less if the Order is received within normal working hours in the United Kingdom (the “UK”). However, please allow up to 48 hours for Us to check and process your Order, and up to 72 hours where an Order is placed over a weekend or public holiday.

2.10 Subject to clause 2, once you receive the Invoice, payment in accordance with clause 9 should be made to Us promptly and in any event within 7 calendar days of your receipt of the Invoice in full for both the price of the Products ordered and any delivery or other applicable charges (if any) before We accept your Order. Once your Invoice is paid, then your Products will be dispatched to you in accordance with clause 4. The contract between Us will only be formed and these Terms will be deemed accepted by you once cleared payment from you is received by Us in respect of your Order including any delivery or other applicable charges.

2.11 At Our sole discretion, We may agree to provide credit to you in respect of any Products that you order from Us. In such circumstances, the provisions of clause 10 shall apply in respect of such Products.

2.12 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.13 You may make a change to the Order for Products insofar as they are not specially made to order at any time before We dispatch the Products by contacting Us, except in the case of custom-made Products. Where this means a change in the total price of the Products, We will notify you of the amended price in writing. You may be able to cancel the Order strictly in accordance with clause 10 in these circumstances.

2.14 We reserve the right to refuse or decline any Order at Our sole discretion.

**3 OUR PRODUCTS**  
3.1 Our Catalogue and Site are solely for the promotion of Our Products and the images of the Products are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer’s display or printer’s output of the colours accurately reflect the colour of the Products. The Products that you receive from Us may vary slightly from those images.

3.2 Although We have made every effort to be as accurate as possible, all dimensions and measurements indicated on Our Site and Catalogue have a 2% tolerance.

3.3 Once your Order is completed, it will go through Our quality control procedure and will then be packaged and weighed, and the dimensions of the package of Products taken so that We can calculate the shipping cost and confirm this to you in the Invoice unless you have notified Us in writing that you will organise your own collection and shipping of the Products. If you are not satisfied with the amount of the shipping charges that We confirm to you, We can reissue the Invoice without any shipping charges and you may then make your own arrangements for collection and shipping of your Order.

**4 DELIVERY OF PRODUCTS**  
4.1 We will deliver the Product(s) ordered by you together with a hard copy of the Invoice, to the address which you give for delivery when you make your Order. If any of the details you have given to Us in your delivery address are incorrect, We are not liable for any items which have not been or are not received.

4.2 Each delivery of Products will be accompanied by a delivery note which shows the date of the Order, all relevant Order numbers, the type and quantity of the Products (including the Product code number where applicable), special storage instructions (if any) and if the Order is being delivered in instalments, the outstanding balance of Products remaining to be delivered.

4.3 Please note that time scales for delivery and delivery charges will vary depending on the availability of the Products and your address. Please allow extra time for deliveries to be made outside the UK.

4.4 Once an Order has been shipped, you will receive an email from Us notifying you of the dispatch of the Product(s) (the “Dispatch Notification Email”). All Products are shipped using a fully traceable carrier and you will be provided the relevant shipping and tracking details in Our Dispatch Notification Email to enable you to track the Products being shipped.

4.5 Wholesale deliveries within the UK are shipped using Parcel Force unless otherwise arranged or agreed. Because we are based in the Shetland Isles, we add 24 hours to their advertised delivery times when estimating delivery time. When we dispatch Your Order we will email you with the tracking number and the estimated delivery date.

4.6 Couriers for International Orders will be agreed at the time of confirming the Order.

4.7 The courier will call you on the contact number (if any) that you provided when placing your Order if they have any issues with making delivery of any Product. A signature is required in order to make and take delivery of the Products.

4.8 If no one is available at your address (or at any alternative address notified by you when placing the Order) to take delivery of the Product(s) the courier will leave you a note at the address set out in the Order to confirm that they have attempted to deliver the Product(s) and requesting that you contact them to rearrange delivery.

4.9 Occasionally Our delivery to you may be affected by an Event Outside Our Control (as defined in clause 11). If We are unable to meet the estimated delivery date because of an Event Outside Our Control, We will contact you with a revised estimated delivery date.

4.10 Delivery of an Order shall be completed when We deliver the Product(s) to the address (or at any alternative address) that you gave Us in your Order.

4.11 The Product(s) will be your responsibility and owned by you from the point at which We or the courier first attempt delivery, whether you (or any nominated alternative) take delivery or not.

4.12 Where any Product is to be delivered internationally you will be responsible for any and all tax, duties and/or any other amounts payable in respect of the shipping of the Product(s) into the relevant country.

**5 RETURN OF FAULTY GOODS**  
5.1 Following your receipt of the Products, you will have a period of 72 hours to check for any defects, faults or errors in respect of the Products delivered and to notify Us that you will be returning any Products to Us and the reason for any such returns.

5.2 If you fail to notify Us within the 72 hour period referred to in clause 5 that you intend to return any Products to Us, We are under no obligation to accept the return of any such Products from you, but where We do accept their return We do so at Our sole discretion and on such terms as We shall specify to you in writing.

5.3 If you return any Product to Us, for any reason other than misdescription or fault, where We agree to accept the return of the Product, We may deduct an amount that We consider at Our sole discretion is appropriate from the amount of the refund payable to you. We will notify you of the amount of any deduction that will make and the amount of the refund that We will pay to you, before making any such payment.

**6 RISK AND TITLE**  
6.1 Risk and responsibility for the Products shall pass to you from the point at which We or the courier first attempt delivery, whether or not you (or any nominated alternative) take delivery or not.

6.2 Title to the Products shall not pass to you until We have received payment in full (in cash or cleared funds) for:

6.2.1 all the Products in respect of the delivery ; and

6.2.2 any applicable delivery or other charges.

6.4 If, before title to the Products pass to you, you become subject to any of the events listed in clause 7, or if We reasonably believe that any such event is about to happen and notify you accordingly, then, provided that the Products have not been resold and without limiting any other right or remedy that We may have (including those rights set out in clause 7), We may at any time require you to deliver up any Products that you hold.

**7 INSOLVENCY OR INCAPACITY**   
7.1 If you become subject to any of the events listed in clause 7.2 , or We reasonably believe that you are about to become subject to any of them and We notify you accordingly, then, without limiting any other right or remedy available to Us, We may cancel or suspend all further deliveries under these Terms or under any other contract between you and Us without incurring any liability to you, and all outstanding sums in respect of Products delivered to you shall become immediately due and payable.

7.2 For the purposes of clause 7.1 , the relevant events are:

7.2.1 you suspend, or threaten to suspend, payment of your debts, or you being unable to pay your debts as they fall due or you admit inability to pay your debts, or (being a company) you are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) you have any partner to whom any of the foregoing apply;

7.2.2 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with any of your creditors;

7.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up, other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;

7.2.4 (being an individual) you are the subject of a bankruptcy petition or order;

7.2.5 any of your creditors or encumbrances attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;

7.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you;

7.2.7 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver;

7.2.8 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 7.2.1 to clause 7.2.8 (inclusive);

7.2.10 you suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business;

7.2.11 your financial position deteriorates to such an extent that in Our opinion your capability to adequately fulfil your obligations under these Terms has been placed in jeopardy; and

7.2.12 (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

7.3 Termination of these Terms and any contract between us , however arising, shall not affect any of the parties’ rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of these Terms and any contract between us shall continue in full force and effect.

**8 RETURN OF PRODUCTS**  
8.1 Where you are returning a Product from the UK mainland and the Product has a fault, if you notify Us before returning the Product to Us We will provide you with a postage paid returns label. All postage related charges in respect of international returns are payable by you.

8.2 When returning a Product, please ensure that it is in a securely wrapped parcel with suitable packaging to ensure that the Product does not get damaged in transit whilst being returned. All strapping should be tucked neatly inside the Product and not twisted. You should include written details with the Product being returned that clearly shows your order number, name and address, the reason for the return of the Product (e.g. “The colour looks different” etc.) and the action you would like Us to take (e.g. “I’d like a refund” etc.).

8.3 Should a Product be received which is not suitably packed for transit We reserve the right to refuse a refund or repair on the grounds that insufficient care has been taken to return the Product to us. If you have returned the Product for a refund, We may decide against this if we are unable to repair and resell. If you have returned the item for repair, We will attempt to complete all repairs as expected, but We may charge for repairs caused by damage in transit (in addition to any charges we have quoted to your for repair, if that is what you have returned the item to us for). We will contact you if that is the case and gain your agreement to full payment before we commence the work.

8.4 When returning the Product, always ensure that you obtain a receipt or proof of posting from the relevant delivery agent so that if the Product does not arrive with Us, you can prove that it was actually posted back to Us and when.

8.6 Once the Product is received by Us, We will confirm this to you via email within 48 hours of Our receipt and the actions that We will take. If you have any queries regarding the Product returned, please do not hesitate to contact Us and We will endeavour to assist you.

8.7 Exchanges are usually processed within 10-14 calendar days of Our receipt of the returned Product. Most refunds are processed within just a few days of Our receipt of the returned Product, but please allow up to 21 calendar days from the date of Our receipt of the returned Product.

8.8 Once you decide to return a Product to Us for whatever reason, the item is your responsibility until it reaches Us and you must not use it and must take reasonable care of it while it remains in your possession. The Product must be returned to Us in a saleable condition as received by you, intact and undamaged as soon as is reasonably possible but in any event within 30 calendar days of your receipt of delivery.

8.9 For your own protection, We recommend that you send the Product back to Us using a delivery service that insures you for the value of the Product as We cannot be held responsible for any items damaged or lost in the post.

**9 PRICE AND PAYMENT**  
9.1 The price of the Products will be as quoted on Our Price List. Our prices may change from time to time, but price changes will not affect any Order(s) that We have confirmed with you.

9.3 The prices for the Products exclude any delivery costs (if applicable), which will be added to the total amount due.

9.4 It is always possible that, despite Our best efforts, some of the Products or delivery costs may be incorrectly priced. We will normally check prices as part of Our dispatch procedures so that, where the Products’ correct price or the delivery cost is less than Our stated price, We will charge the lower amount when dispatching the Products to you. If the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Products or send them to you at the incorrect (lower) price. If the Product’s correct price or the delivery cost is higher than the price stated in Our Site or in these Terms, We will contact you as soon as possible to tell you about the error and We will give you the option of continuing to purchase the Products at the correct price or amending your delivery specification (where the mispricing relates to delivery charges), or cancelling your Order. We will not process your Order until We have your instructions. If We are unable to contact you using the contact details you provided during the order process, We will treat the Order as cancelled and notify you in writing. We will refund you the full amount paid by you as soon as is reasonable if you have already made a payment to Us.

9.5 You may pay for Products using the following methods:

9.5.1 a debit or credit card (We accept all major credit and debit cards); or PayPal; or

9.5.3 a cheque; or

9.5.4 a telegraphic transfer direct to Our bank account (details of which are available on request).

9.6 Subject to clause 2, Payment for the Products and all applicable delivery charges is required to be made before your Order is accepted dispatched by Us and in advance of Our starting to manufacture the Product(s).

9.7 Any charges or fees payable to any financial institution or bank for processing payment in respect of your Order are your responsibility and must be paid by you. Any refund payable by Us to you will not include an amount in respect of any such charges or fees.

9.8 Where any credit is provided to you by Us pursuant to clause 2 , you shall pay the Invoice in full and in cleared funds in accordance with the terms of credit set out on the Invoice or as otherwise agreed between us in writing and the provisions of this clause 9 in respect of payment generally.

9.9 Time of payment shall be of the essence in respect of any payments to be made by you to Us pursuant to these Terms.

9.10 If credit is provided to you and you fail to make payment due to Us on the due date for payment (the “ Due Date”), then you will be charged interest on the overdue amount at the rate of 4% per annum above the base rate of Lloyds Bank plc from time to time. Such interest will accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement. You shall be required to pay the interest together with the overdue amount.

9.11 You will be required to pay all amounts due under these Terms and any contract with Us in full and without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part. We may at any time, without limiting any other rights or remedies We may have, set off any amount owing to Us by you against any amount payable by Us to you.

**10 YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**  
10.1 Customised products: Once you place an Order and confirm the details in writing for any customised Products and make payment in respect of it, We will take that as your confirmation to Us to commence making your Product, in which case due to the very individual nature of customised products which cannot be re-sold, you will no longer be able to cancel the Order.

10.2 As a gesture of goodwill, where a Product is not customised, the Order or part of it may be cancelled at any point before Our dispatch of the Products and any amounts paid by you will be refunded. If the Product has already been dispatched, then you will have to wait for the Products to be delivered and then return the Products to Us using the returns procedure set out above.

10.3 If you want to cancel an order for a customised Product, then it is recommended that you contact Us to establish if the Product has been completed or customised. If not, then We may be able to cancel your Order at Our sole discretion. If the Product has been made past the point where We can use elements in other orders, then unfortunately We will not be able to cancel your Order.

10.4 To cancel an Order or part of it, please email Us at trade@fraserknitwear.com. You may wish to keep a copy of your cancellation notification for your own records. We will endeavour to confirm cancellation of your Order within 24 hours of receipt by Us of your cancellation notice. However, please allow up to 48 hours for Us to check and process the cancellation, and up to 72 hours where cancellation of an Order or part of it is placed over a weekend or public holiday

10.5 If We agree to cancel your Order or part of it, you will receive a full refund of the price you paid for the Products and any applicable delivery charges paid. We will process the refund due to you as soon as is reasonably practicable and, in any case, within 30 calendar days of the day on which you gave Us notice of cancellation as described in clause 10.4. If you returned the Products to Us because they were faulty or mis-described, please see clause 10.7.

10.6 If you have returned the Products to Us because they are faulty or mis-described, We will either offer you a replacement Product or refund the full price of the defective Product (if paid by you), any applicable delivery charges relating to the specific Product, and any reasonable costs you incur in returning the item to Us.

10.7 We will make any refund to you in the manner in which payment was made by you to Us.

10.8 If the Products were delivered to you:

10.8.1 unless the Products are faulty or not as described (in this case, see clause 10.7), you will be responsible for the cost of returning the Products to Us; and

10.8.2 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

**11 OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**  
11.1 If We have to cancel an Order for Products or part of it (including customised Products) before the Products are delivered where We have already started work on your Order for customised Products by the time We have to cancel under this clause 11, We will not charge you anything and you will not have to make any payment to Us.

**12 OUR LIABILITY TO YOU AS A CONSUMER**   
12.1 Where any of Our Products are purchased by you with a view to selling them on to any third party, such as other businesses for internal use or consumers for personal use, Our contract is strictly with you and We are in no circumstances liable or responsible to the end customer (whether directly or indirectly) in respect of any of Our Products or otherwise.

12.2 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time We entered into this contract.

12.3 To the maximum extent permitted by law, We disclaim any and all express, implied or statutory warranties, guarantees, representations or other terms and conditions relating to these Terms or their subject matter not expressly set out in these Terms, including without limitation the warranties or guarantees of merchantability, acceptable quality, title, non-infringement of third parties rights, and fitness for particular purpose and any other terms implied by sections 13 to 15 of the Sale of Goods Act 1979.

12.4 Subject to any obligations under the non-excludable provisions and to the fullest extent permitted by law, in no event shall We and any of Our parents, subsidiaries, affiliates, related companies, suppliers, advertisers, sponsors, third party service providers, and/or Our employees, officers, directors, and agents be liable for any incidental, consequential, punitive, indirect or special damages (or lost profits and damages) whether based on warranty, contract, tort (including without limitation negligence), or any other legal theory, and whether or not We are advised of the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the limitations set forth in this paragraph may not apply to you. If the foregoing limitations are held inapplicable or unenforceable for any reason, then, subject to any obligations under the non-excludable provisions and to the fullest extent permitted by law, Our maximum liability to you for any type of damages shall be limited to the actual amount paid by you for the relevant Products.

12.5 We do not exclude or limit in any way Our liability for:

12.5.1 death or personal injury caused by Our negligence or the negligence of Our employees or agents;

12.5.2 fraud or fraudulent misrepresentation;

12.5.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); and

12.5.4 defective products under the Consumer Protection Act 1987.

**13 EVENTS OUTSIDE OUR CONTROL**  
13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control (as defined in clause 13.2).

13.2 An “Event Outside Our Control” means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

13.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

13.3.1 We will contact you as soon as reasonably possible to notify you; and

13.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Products to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.

**14 YOUR OBLIGATION TO US**   
14.1 We shall notify you of Our wholesale pricing tables from time to time which set out:

14.1.1 the minimum recommended price of Our Products (the “MRP”) which is the minimum price for which you are permitted to sell Our Products without Our express prior permission in writing. The MRP is the price that We sell the Products for when consumers contact Us direct (plus an amount in respect of any duties, taxes or shipping that are applicable);and

14.1.2 the recommended retail price of Our Products (the “RRP”) which is the price that We recommend you sell the Products for on the high street outside of the UK.

14.2 You may sell Products for a price in excess of the MRP, but you are not permitted to sell any Products for less than the MRP without Our express prior written permission because, amongst other things, it may damage Our brand.

154.3 You agree , undertake and covenant to Us that where you intend to sell any of Our Products to any third party, you shall:

14.3.1 not apply any discounts or sales to, or in respect of , any of Our Products unless agreed with Us in writing in advance;

14.3.2 confirm to Us in writing the names of any businesses or individuals or other resellers (the “Resellers”) who are intending to or will sell Our Products on to any third party and update Us as and when any new Resellers place any orders or requests for Our Products with you. You require Our express permission to sell Our Products on any third party website or sales channels;

14.3.3 where We notify you of any list of Resellers, businesses or individuals who We do not want you to sell Our Products to (for whatever reason and at Our sole discretion), immediately cease to make sales or provide any of Our Products to such Resellers, individuals or businesses, including for the avoidance of doubt, the fulfilment of any outstanding orders or the provision of any samples or gifts to them; and

14.4 Where you fail to comply with the provisions of clause 14.1 to clause 14.3 (inclusive), We may and reserve the right at Our sole discretion to give you a warning for your failure to comply with those provisions and/or cease providing you with any of Our Products and Our trading relationship with you.

**15 INFORMATION ABOUT US AND HOW TO CONTACT US**  
15.1 If you have any questions or if you have any complaints, please contact Us by telephoning +44 (0)1806 522209, or +44 (0) 7789 548711 or by e-mailing Us at trade@fraserknitwear.com.

15.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing, you can send this to Us by e-mail at trade@fraserknitwear.com or by post to:

Fraser Knitwear

School House

Muckle Roe

Brae

Shetland Isles

Scotland  
United Kingdom

ZE2 9QW

We will confirm receipt of any such notice by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail or by pre-paid post to the address you provide to Us in the Order process. When We use the words “writing” or “written” in these Terms, this will include e-mail unless We say otherwise.

**16 HOW WE MAY USE YOUR PERSONAL INFORMATION**  
16.1 We will use the personal information you provide to Us to:

16.1.1 provide the Products;

16.1.2 process your payment for such Products; and

16.1.3 inform you about similar products or services that We provide, but only if you request this information

16.2 We will not give your personal data to any other third party.

**17 INTELLECTUAL PROPERTY RIGHTS**  
17.1 Our products and associated marketing materials are protected by copyright, trademark and other laws and may not be used, reproduced, published, transmitted, distributed, displayed, performed, exhibited, modified, used to create derivative works, sold, re-sold or used in any sale, or exploited for in any way, in whole or in part, except as provided for in these Terms and unless you obtain the prior written consent of the owner of such material. All such rights are reserved.

17.2 You may not modify our information, goods or marketing materials in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public or commercial purpose. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Any unauthorised use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

17.3 Certain trademarks, trade names, service marks and logos used or displayed on the Site or marketing materials are Our registered and unregistered trademarks, trade names and service marks. Other trademarks, trade names and service marks used or displayed on the Site are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on the Site grants or should be construed as granting, by implication, estoppal, or otherwise, any licence or right to use any trademarks, trade names or logos displayed on the Site without Our written consent or the written consent of such third party owner.

17.4 If you print off, copy , translate or download any part of the Site or the materials displayed on it in breach of these Terms, your right to use the Site will immediately cease and you must, at Our option, return or destroy any copies of the materials that you have made.

**18 OTHER IMPORTANT TERMS**  
18.1 We may transfer, assign, charge, subcontract or deal in any other manner with all or any of Our rights and obligations under these Terms to another organisation but this will not affect your rights or Our obligations under these Terms. You may only transfer, assign, charge, subcontract or deal in any other manner with all or any of your rights or your obligations under these Terms to another person if We agree in writing.

18.2 This contract is between You and Us. No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or unenforceable that provision or part-provision shall, to the extent required, be deemed or deleted, and the remaining paragraphs will remain in full force and effect.

18.4 If any unlawful, invalid or unenforceable provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.5 A waiver of any right or remedy under these Terms is only effective if given in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18.6 Except as set out in these Terms, any variation to these Terms shall only be valid and binding when agreed and confirmed in writing by Us.

18.7 These Terms are governed by Scottish law and any contract for the purchase of Products between Us and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by Scottish law.

18.8 You and We both agree to submit to the exclusive jurisdiction of the Scottish courts. However, We reserve the right to bring proceedings against customers in the countries of their residence.

**www.fraserknitwear.com**

Fraser Knitwear

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