

# STITCHFINITY

# WHOLESALE CATALOGUE 2022 ISSUE 2.0



# Welcome

Hello and welcome to the STITCHFINITY Wholesale Catalogue.

STITCHFINITY was founded by Annie and Alison. We met when we lived opposite each other and we would get together every Friday night for a catch up on the week and a glass or two of wine. After discussing that we never had time for craft we realised if we put the glass down we could pick up a needle and thread. So Friday Night Craft Club was born.

Alison decided to finish off a long-forgotten cross stitch kit and Annie was inspired to do something similar. The challenge was finding a design she wanted to stitch. Before long, we were designing our own and have been since 2013.

We have built up a loyal following at retail shows and our Mini Kit range has been hugely popular. For us, it was the obvious choice for a wholesale offering. We are delighted to now be adding the option of a card to many of the same designs as well as bringing our Beginner Kits into our wholesale range.



Alison

Annie

# Headlines

#### Minimum Order Value - £100

**Delivery** - £10 for orders under £250, free for orders over £250

Who are these kits for?

Our aim is to create designs that are modern, fun and colourful. We want to encourage people to stitch so that they enjoy the process of creating, experience the mindfulness of stitching and the pride in the finished result.

Mini Kits and Mini Card Kits

Our Mini Kits and Mini Card Kits are intended to appeal to a wide age range, both male and female stitchers and are suitable for young adults and up.

Our Mini Kits and Mini Card Kits all contain 14 count Aida (the fabric). 14 count means there are 14 stitches per inch; this "count" of fabric is great for beginners.

They would be a great place to start for someone who has never stitched as they also contain everything needed to complete the design apart from a pair of scissors. For an experienced stitcher they are a satisfyingly quick and easy project.

Once complete, the picture could be framed or, for the card kits, mounted in the aperture card.

The small size of the kit means it is very portable, ideal for stitching while commuting, watching the television or taking on holiday.

Beginner Lits

Our Beginner Kits have been developed with younger children in mind. We would recommend these for children aged 7 and up, although expect children at the younger end of this age range to need adult help to get started and probably untie a few knots along the way!

The Beginner Kits contain 6 count Binca (the fabric). 6 count means there are 6 stitches per inch. The holes and squares on Binca are large, making it perfect for younger children. We also supply a chunky (and not very pointy) needle which is easier for little fingers to grip.

All our Beginner Kits have been road tested at workshops, where children have picked the design they want to stitch. The most popular ones make it into kit form.

Once stitched, they can be framed in inexpensive frames from places like Ikea, The Range or Hobbycraft so that the young stitcher can proudly enjoy what they have made.

# Why cross stitch?

Craft in general is great for mindfulness and has become increasingly popular recently as people look for both a distraction from busy lives and the joy of creating something. Cross stitch is a great way to wind down and relax - it's not too demanding of your attention (Alison loves a good crime drama and can stitch and follow a plot!) and you have the satisfaction of seeing what you've achieved.

It's also a lovely way to get kids involved in making something with their hands. We have taught a lot of kids to cross stitch at workshops and it always amazes us how long some of them will happily sit and stitch away. (It's also amazing how often we get a bit of dust in our eyes right at the moment they excitedly show us their finished creations).

# How can I display these kits?

The packaging works well in a suitably sized card display stand or spinner. We can also supply Euro hangers which you can stick to the back of kits to hang from display hooks - if you would like Euro hangers please ask about this when ordering.

# What else should I know?

We release new designs across all ranges and often add to existing themes such as "summer" or "transport". You can see some of the themes we already have by looking at the tags in the following line sheet.

We can provide web quality and print quality product photographs, if required, please ask for further details.

# Recycling information

We care about our planet and we try to think carefully about what we do and how we do it.

Our website has our environmental statement, the link can be found at the end this section.

We print this information on the kit insert, visible to the customer before they purchase:

**PATTERN:** Paper and card recycling BAG: The bag that this kit is sold in is NOT plastic, it is PLA (corn/potato starch). The best way to dispose of it is in a home compost bin or industrial composting, if you can. Your local council may be happy for you to dispose of it in your garden waste or food recycling but it would be wise to check first. You can dispose of the bag in your general waste and it will break down faster than plastic but not as fast as it it's composted. The bag should NOT be put in your plastic waste recycling. Why do we use these bags? Because they break down faster than plastic and are therefore kinder to the environment even if they do not end up being composted.

For more info, please visit https://stitchfinity.com/environment





Mini Unicorn MINIUNICORN

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 6.9 cm x 7.3 cm

Tag(s):rainbow



Mini Bee MINIBEE



Packaging dimensions

Tag(s):summer, nature

Stitched design dimensions

15cm x 11.5cm

7.1 cm x 6.9 cm

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):rainbow, love



Mini T Rex MINITREX







Mini Cake MINICAKE

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 6.9 cm x 7.3 cm

Tag(s):rainbow, food



Mini Flamingo MINIFLAMINGO



Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):bird, nature



Mini Tractor MINITRAC

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):transport, machinery

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Mini Puffin MINIPUFFIN



Mini Seagull MINISEAGULL



Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):bird, holiday, nature



Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 7.1 cm x 7.3 cm

Tag(s):holiday, summer, outdoors, nature, plant

Mini Palm Tree Sunset MINIPALMSUNSET



15cm x 11.5cm

Packaging dimensions

Stitched design dimensions  $7.3 \text{ cm} \times 7.1 \text{ cm}$ 

Tag(s):bird, nature



Mini Lighthouse

**MINILHOUSE** 

15cm x 11.5cm

Packaging dimensions

Stitched design dimensions  $6.9 \text{ cm} \times 6.9 \text{ cm}$ 

Tag(s):holiday, summer

Mini Hummingbird MINIHUMMBIRD



Mini Beach Hut MINIBEACHHUT

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 7.1 cm x 6.9 cm

Tag(s):holiday, summer, outdoors



Mini Ice Cream MINIICECRM





Packaging dimensions 15cm x 11.5cm

Stitched design dimensions  $7.1 \text{ cm} \times 7.1 \text{ cm}$ 

Tag(s):holiday, summer, outdoors

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Mini Lolly MINILOLLY



Packaging dimensions 15cm x 11.5cm Stitched design dimensions  $6.9 \text{ cm} \times 6.9 \text{ cm}$ 

summer

Tag(s):food, holiday,

Mini Beach Umbrella MINIBEACHUMBRELLA

Mini Lobster **MINILOBSTER** 

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 7.1 cm x 8.5 cm

Tag(s):holiday, summer, nature, animal



Mini Camper MINICAMPER

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 7.8 cm x 6.9 cm

Tag(s):transport, travel, holiday, summer, outdoors, retro



Packaging dimensions 15cm x 11.5cm

Stitched design dimensions  $7.1 \text{ cm} \times 7.1 \text{ cm}$ 

Tag(s):holiday, summer, cocktail



Mini Cosmopolitan MINICOSMO



MINIRUBIK

15cm x 11.5cm Stitched design dimensions 6.7 cm x 7.3 cm

Packaging dimensions

Tag(s):retro



MINIBLUELAGOON

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 7.1 cm x 7.1 cm

Tag(s):holiday, summer, cocktail



Mini Rollerskate MINISKATE

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):retro



Mini Mojito **MINIMOJITO** 

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions  $7.1 \text{ cm} \times 7.3 \text{ cm}$ 

Tag(s):holiday, summer, cocktail

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Mini Mountains MINIMOUNTN



Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):travel, holiday, summer, outdoors, nature



Mini Monstera MINIMONSTERA



Stitched design dimensions 6.9 cm x 7.3 cm

Tag(s):nature, plant



Mini Wellies MINIWFIIY



Packaging dimensions 15cm x 11.5cm

nature

Stitched design dimensions 7.1 cm x 7.3 cm

Tag(s):halloween



Mini Clover MINICLOVER

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 7.1 cm x 7.3 cm

Tag(s):nature, plant, luck

Packaging dimensions 15cm x 11.5cm

7.1 cm x 7.1 cm

Tag(s):nature, plant

Stitched design dimensions



Mini Skull MINISKULL



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Mini Pumpkin MINIPUMPKIN



Tag(s):halloween



Mini Cactus

MINICACT

Mini Greenhouse **MINIGHOUSE** 

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 7.1 cm x 7.1 cm

Tag(s):summer, outdoors,



Mini Reindeer MINIDEER



Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):animal, Christmas



Mini Robin

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 6.9 cm x 7.1 cm

Tag(s):bird, nature, Christmas





Mini Wreath MINIWREATH

Packaging dimensions 15cm x 11.5cm

Stitched design dimensions 7.1 cm x 7.1 cm

Tag(s):Christmas



Packaging dimensions 15cm x 11.5cm Stitched design dimensions 7.1 cm x 7.1 cm Tag(s):Christmas

Mini Christmas Pudding MINIXMASPUD







Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 6.9 cm x 7.3 cm

Tag(s):rainbow



Stitched design dimensions 7.1 cm x 6.9 cm

Packaging dimensions 16cm x 15.5cm

Tag(s):summer, nature

Mini Unicorn Card MINIUNICORNC



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):rainbow, love



Mini Bee Card MINIBFFC

Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 7.1 cm x 7.1 cm

Tag(s):nature, animal

Mini Rainbow Heart Card MINIHEARTC



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 6.9 cm x 7.3 cm

Tag(s):rainbow, food



Mini T Rex Card MINITREXC



Mini Puffin Card

MINIPUFFINC

Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):bird, nature

Mini Cake Card MINICAKEC



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions  $6.9 \text{ cm} \times 6.9 \text{ cm}$ 

Tag(s):transport, machinery



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 7.3 cm x 7.1 cm

Tag(s):bird, nature

Mini Tractor Card MINITRACC

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Mini Hummingbird Card MINIHUMMBIRDC



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 7.1 cm x 6.9 cm

Tag(s):holiday, summer, outdoors



Mini Thank You Card

Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 7.1 cm x 7.1 cm

Tag(s):thank you, typography

#### Mini Beach Hut Card MINIBEACHHUTC



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions  $6.9 \text{ cm} \times 6.9 \text{ cm}$ 

Tag(s):food, holiday, summer



MINITHANKYOUC

Stitched design dimensions 7.1 cm x 7.3 cm

Packaging dimensions 16cm x 15.5cm

Tag(s):nature, plant, luck

Mini Lolly Card MINILOLLYC

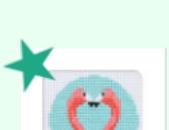


Z

Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 7.1 cm x 7.1 cm

Tag(s):holiday, summer, cocktail



Mini Clover Card MINICLOVERC



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 7.3 cm x 7.3 cm

Tag(s):love, animal, Valentine

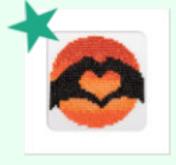
#### Mini Cosmopolitan Card MINICOSMOC



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions  $7.1 \text{ cm } \times 7.1 \text{ cm}$ 

Tag(s):holiday, summer, cocktail



MINIVALFLAMO

Mini Flamingo Heart Card

Packaging dimensions 16cm x 15.5cm

Stitched design dimensions  $7.3 \text{ cm} \times 7.3 \text{ cm}$ 

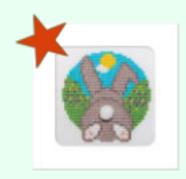
Tag(s):love, Valentine

Mini Blue Lagoon Card MINIBLUELAGOONC

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Mini Heart Hands Card MINIVALHANDSC





Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 7.3 cm x 7.3 cm

Tag(s):nature, animal, pets, Easter



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 6.9 cm x 6.9 cm

Tag(s):animal, Christmas

### Mini Easter Bunny Card



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions  $7.3 \text{ cm} \times 7.3 \text{ cm}$ 

Tag(s):love, Mother's Day

Mini Reindeer Card MINIDEERC

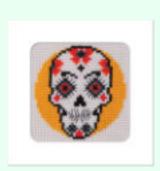


Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 6.9 cm x 7.1 cm

Tag(s):bird, nature, Christmas

Mini Mum Tattoo Card



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions  $7.1 \text{ cm} \times 7.3 \text{ cm}$ 

Tag(s):halloween

## Mini Robin Card



Mini Wreath Card

MINIWREATHC

Packaging dimensions 16cm x 15.5cm

Stitched design dimensions  $7.1 \text{ cm} \times 7.1 \text{ cm}$ 

Tag(s): Christmas

Mini Skull Card

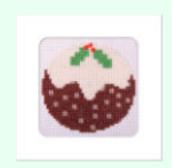
Z 5



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions 7.3 cm x 7.6 cm

Tag(s):halloween



Packaging dimensions 16cm x 15.5cm

Stitched design dimensions  $7.1 \text{ cm} \times 7.1 \text{ cm}$ 

Tag(s): Christmas

Mini Pumpkin Card

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Mini Christmas Pudding Card

Compostable bag (A5 size) WHAT'S IN A KIT?

# BEGINNER KITS



We hope you enjoy stitching this kit.

When you've finished, you may want to frame your work of art and display it.

We'd love to see how you get on - if you want to take a picture and send it to us, our details are below.

Now you've tackled a Beginner Kit, you may want to try another, or even collect them all

Beginner instructions

STITCHFINIT HOW TO CROSS STITCH

1. Have a look at your design and decide where you want to a point so it's easy to remember where you want to stread that matches the colour where you are. If you are not conver or where you are the colour where you are the colour of the co

2. The thread in your kit has 6 need 3 of them piece. You will to do this one strond at a select a other 3 sofe and the select and the select

Vith 3 strands of thread together, fold in half and thread together, fold the needle. The end with the ends to be longer than the ends "hreaded through the needle, like

Binca (fabric to stitch on

Inside of packaging, showing the pattern

Chunky needle

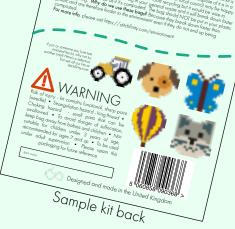
STITCHFINITY Beginners Counted Cross Statch Ext



Recommended for ages 7 and up (see back for more details)

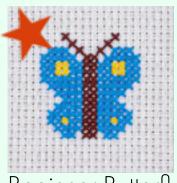
What's in the kit?
What's in the kit?
Contains chunky needle, binca, embroidery flosses, pattern and fu

Sample kit front 15.5cm including packaging Pre-cut threads in the colours required for the design



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Beginner Butterfly BEGINBFLY



Stitched design dimensions 5.9 cm x 6.3 cm

Tag(s):nature



Beginner Heart BEGINHEART





Beginner Cat

Packaging dimensions 21 cm x 15.5 cm

Stitched design dimensions 7.6 cm x 7.2 cm

Tag(s):nature, pets



BEGINICECRM

Packaging dimensions 21 cm x 15.5 cm Stitched design dimensions  $5.9 \text{ cm} \times 10.2 \text{ cm}$ Tag(s):holiday

Packaging dimensions 21 cm x 15.5cm

7.2 cm x 7.6 cm

Tag(s):love

Stitched design dimensions



**BEGINCAT** 



Stitched design dimensions 6.8 cm x 5.5 cm

Tag(s):nature, pets

Packaging dimensions 21 cm x 15.5 cm

Tag(s):travel, holiday

7.6 cm x 9.3 cm

Stitched design dimensions

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Beginner Tractor



Tag(s):machinery

Packaging dimensions 21 cm x 15.5 cm

 $6.3 \text{ cm} \times 12.7 \text{ cm}$ 

Tag(s):medal

Stitched design dimensions





Beginner Dog

BEGINDOG

Beginner Hot Air Balloon BEGINHABALLN



Beginner Medal No 1 **BEGINMED 1** 





Packaging dimensions 21 cm x 15.5cm

Stitched design dimensions 6.3 cm x 12.7 cm

Tag(s):medal

# Beginner Medal Heart BEGINMEDHEART



Z (5) Packaging dimensions 21 cm x 15.5cm

Stitched design dimensions 6.3 cm x 13.1 cm

Tag(s):medal

Beginner Medal Star BEGINMEDSTAR

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About our range

All kits have a unique barcode.

Please enquire to wholesale@stitchfinity.com for current pricing.

How to order

Our minimum order value is £100. This can be any combination of designs but if you would like to try a sample order and just can't choose why not ask us to send five each of our five best sellers, from whichever range(s) you want to stock.

Please email your order to wholesale@stitchfinity.com.

In your email, please include

- Your business name
- Your name and telephone number
- Invoice address
- Delivery address
- SKUs of the kits you would like to order and how many of each.
- Anything else you think we need to know, for instance special instructions regarding delivery.

We will set you up on our website, process your first order and invoice you. We'll also send you login details for our website so, for future orders, you can order at your convenience.

/ead Times

Orders are usually dispatched within one week from receipt of payment, although at busy times of the year and for large orders this might be longer. We will always let you know when we confirm your order. If you need your order to be sent sooner, please ask, we will certainly do our best to help if we can.

Payment

We are a small business and regret that we are not able to offer credit terms, so we politely ask for payment upfront.

Delivery\*

Delivery is free for orders over £250 and £10 for orders under £250.

\*UK mainland only, for orders outside the UK mainland please enquire for a quote.

Any questions?

Please call Alison on 07736 328289 or email wholesale@stitchfinity.com. We will do our very best to get back to you by the next business day at the latest.

#### STITCHFINITY WHOLESALE TERMS AND CONDITIONS

#### Application and entire agreement

- 1. These Terms and Conditions will apply to the purchase of the goods detailed in our quotation (Goods) by the buyer (you or Customer) from STITCHFINITY of 12 Kingsholm Square, Gloucestershire, GL1 2QJ (we or us or Supplier).
- 2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
- 3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### Interpretation

- 4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
- 5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
- 6. Words imparting the singular number include the plural and vice-versa.

#### Goods

- 7. The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us.

  Descriptions of the Goods set out in our sales documentation are intended as a guide only.
- 8. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

#### **Price**

- 9. The price (Price) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
- 10. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
- 11. Any increase in the Price under the clause above will only take place after we have told you about it.
- 12. You may be entitled to discounts. Any and all discounts will be at our discretion.
- 13. The Price is inclusive of fees for packaging and transportation/delivery for orders above £250. Transportation/delivery will be an additional charge on orders below £250
- 14. As the Supplier is not VAT registered there is no VAT charged within the Price of the Goods.
- 15. The Price is exclusive of any further taxes or levies which may be imposed or charged by any competent authority.

#### Cancellation and alteration

- 16. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
- 17. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 30 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
- 18. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

#### **Payment**

- 19. We will invoice you for the Price upon order of the Goods.
- 20. You must pay the Price within 30 days of the date of our invoice.
- 21. No Goods will be dispatched until payment has been received.
- 22. If you do not pay within the period set out above, we will consider the order to be cancelled.
- 23. Time for payment will be of the essence of the Contract between us and you.
- 24. All payments must be made in British Pounds unless otherwise agreed in writing between us.
- 25. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

#### Delivery

- 26. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.
- 27. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day
- 28. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights make arrangements for the redelivery of the Goods and will charge you for the costs of such re-delivery.
- 29. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

#### Inspection and acceptance of Goods

- 30. You must inspect the Goods on delivery.
- 31. If you identify any damages or shortages, you must inform us in writing within 3 days of delivery, providing details.
- 32. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
- 33. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
- 34. We will be under no liability or further obligation in relation to the Goods if:
  - a. if you fail to provide notice as set above; and/or
  - b. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
  - the defect arises because you did not follow our oral or written instructions about the storage of the Goods; and/or
  - d. the defect arises from normal wear and tear of the Goods; and/or
  - e. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
- 35. You bear the risk and cost of returning the Goods.
- 36. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 3 days after delivery.

#### Risk and title

- 37. The risk in the Goods will pass to you on completion of delivery.
- 38. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have

supplied to you in respect of which payment has become due.

#### **Termination**

- 39. We can terminate the sale of Goods under the Contract where:
  - a. you commit a material breach of your obligations under these Terms and Conditions;
  - b. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
  - c. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
  - you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

#### Limitation of liability

- 40. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.
- 41. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

- 42. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 43. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
- 44. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
  - a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
  - any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; and/or
  - any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
  - d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
  - e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
- 45. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

#### Communications

- 46. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 47. Notices will be deemed to have been duly given:
  - a. when delivered, if delivered by courier or other messenger (including registered mail)

- during the normal business hours of the recipient;
- when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.
- 48. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

#### Data protection

- 49. When providing the Goods to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer.
- 50. The parties agree that where such processing of personal data takes place, the Buyer shall be 'data controller' and the Seller shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- 51. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 52. The Seller shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- 53. The Seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisers on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

54. The Seller shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can e-mail: info@stitchfinity.com.

### Circumstances beyond the control of either party

55. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

#### No Waiver

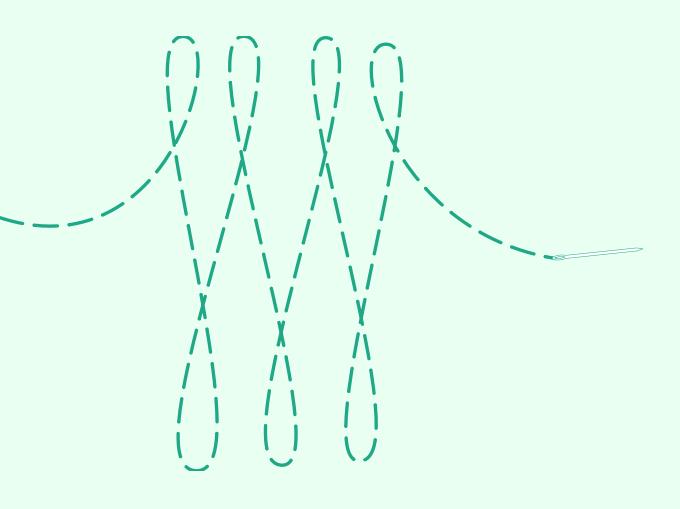
56. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

#### Severance

57. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

#### Law and jurisdiction

58. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.





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