

## TERMS AND CONDITIONS 2024

### 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 Mimi & Lula (Ireland) Ltd, a company registered in Ireland under number 693114 whose registered office is at 18 UPPER MOUNT STREET, DUBLIN 2, D02 ER26, IRELAND (we or us or Supplier).
2. You will be deemed to have accepted these Terms and Conditions when you receive them or the quotation or from the date of any delivery of the Goods (whichever happens earlier), and they will constitute the entire agreement between you and us.
3. These Terms and Conditions and the quotation (together, the contract) apply to the purchase and sale of any Goods between you and us, 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 Ireland.
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

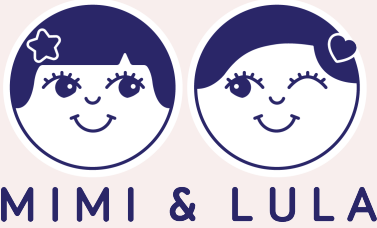
7. The description of the Goods is set out in our sales documentation unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise, or other representations from us about the Goods. Descriptions of the Goods in our sales documentation are intended as a guide only.
8. We can make any changes to the specification of the Goods required to conform to any applicable safety or other statutory or regulatory requirements.

### Price

9. The price (Price) of the Goods is currently set out in our quotation at the date of your order or any other price we may agree on 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 before delivery.
11. Any increase in the price under the clause above will only occur after we have told you about it.
12. You may be entitled to discounts. Any discounts will be at our discretion.
13. The Price excludes fees for packaging and transportation/delivery.
14. The Price excludes any applicable VAT and other taxes or levies imposed or charged by any competent authority. Any applicable VAT and other taxes or levies will be added to the price at the point of invoicing.

### Cancellation and alteration

15. 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.
16. The quotation (including any non-standard price negotiated by the clause on price (above) is valid for 6 months only from the date shown in it unless expressly withdrawn by us at an earlier time.
17. We can cancel the order for any reason before you accept (or reject) the quotation.



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### Payment

18. We will invoice you for the price before delivery of the Goods unless other terms are agreed.
19. All payments must be made in British Pounds unless otherwise agreed in writing between us.
20. 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 to justify withholding payment of any such amount in whole or in part.

### Delivery

21. We will arrange to deliver the Goods to the address specified in the quotation, your order, or another location we agree on in writing.
22. If you do not specify a delivery address or if we both agree, you must collect the Goods from our warehouse.
23. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am and 8 pm.
24. If you do not take delivery of the Goods, we may, at our discretion and without prejudice to any other rights: a. make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or b. after 30 business days, resell the Goods and charge you for any administrative costs accrued.
25. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this.
26. Any dates quoted for delivery are approximate only, and the delivery time is not of the essence. We will not be liable for any delay in delivery of the Goods caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions relevant to the supply of the Goods.
27. We can deliver the Goods in instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

### Inspection and acceptance of Goods

28. You must inspect the goods upon delivery or collection.
29. If you identify any damages or shortages, you must inform us in writing within five working days of delivery, providing details.
30. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods have been wrongly shipped.
31. Subject to your compliance with this clause and/or our agreement, you may return the Goods, and we will, as appropriate, replace or refund the Goods or part of them.
32. We will be under no liability or further obligation about 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 c. the defect arises because you did not follow our oral or written instructions about the storage, use and maintenance 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.
33. You bear the risk and cost of returning the Goods.
34. Acceptance of the Goods will be deemed to be upon inspection of them by you and, in any event, within 5 working days after delivery.



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### **Risk and title**

35. The risk in the Goods will be passed on to you upon completion of delivery.

36. 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.

37. Until title to the Goods has passed to you, you must

(a) hold the Goods on a fiduciary basis as our bailee; and/or

(b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or

(c) keep the Goods in satisfactory condition and keep them insured against all risks for their total price from the date of delivery.

38. As long as the Goods have not been resold or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored to recover them.

### **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

d. 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, a 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, in breach of statutory duty, 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 from 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.

Mimi & Lula (Ireland) Limited, 18 Upper Mount Street, Dublin 2, D02 ER26,  
Ireland. Company No. 693114. VAT No. IE 3762229PH

43. Our total liability will not, in any circumstances, exceed the total amount of the price you pay.



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43. Our total liability will not, in any circumstances, exceed the total amount of the price you pay.
44. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods for
- 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
  - any losses caused directly or indirectly by any failure or breach by you about your obligations; and/or
  - 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 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 recipient's normal business hours; b. 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 the personal data of the buyer's employees.
50. The parties agree that where such processing of personal data takes place, the buyer shall be the '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. To avoid 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 and 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 advisors 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 required to protect Personal Data Processed by the Seller on behalf of the buyer. Further information about the Seller's approach to data protection is specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can email [euwholesale@mimiandlula.com](mailto:euwholesale@mimiandlula.com).



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### **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 beyond that party's reasonable control. 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 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

### **Law and jurisdiction**

58. This agreement shall be governed by and interpreted according to the law of Ireland, and all disputes arising under the contract (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Irish courts.