

# Terms and Conditions

## General

These terms apply to all sales by YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) to the exclusion of any other terms unless otherwise agreed in writing.

YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) reserves the right to make changes at any time to the items shown on this website and to add or remove selected styles.

Whilst we endeavor to ensure that the colors and images used on this website give a good representation of the products themselves, we cannot guarantee this due to monitor resolution/brightness and the general limitations of the printing process.

## Delivery

A large number of garment and accessory items are stock supported and available for quick dispatch. Stock-supported and undecorated goods are normally dispatched within 10 days typically either by Company's Delivery Man or one of the main Couriers depending on the delivery area. Where items are temporarily unavailable for quick dispatch, an acknowledgment is sent giving date of anticipated dispatch date.

Anticipated delivery dates for non-standard or personalized garments may be confirmed at the time of ordering. Unless agreed in writing, time is not of the essence.

In the case of goods made to special order, we reserve the right to over or under-deliver by a reasonable amount, such as by way of example where a typical number of garment item will be produced from a standard length of fabric, due to the nature of the production process, then there is a variance in the expected quantity of the garment item. Any such reasonable variance shall, unless by specific and prior written agreement, be considered normal trade practice, and YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) shall be entitled to charge for and be paid for the quantity produced.

YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) reserves the right to deliver the goods in reasonable instalments, in which case the customer shall accept and pay for the goods in reasonable instalments. Each instalment is to be treated as a separate contract.

Any claim for non-delivery of or damage to the goods in transit should be made within 48 hours of the date of the arrival of goods. Our liability in respect of any such claim is limited at our option to replacement of the goods or refund of the price and does not extend to any indirect or consequential loss. Your statutory rights are not affected.

## **Price**

The price of the goods will be the price ruling at the date of dispatch or as agreed at the time of receipt of order. All prices quoted exclude VAT or any other charges

Unless otherwise agreed, arranged or advised on the Check-Out sequence, orders up to a value of AED 1000 (excluding VAT) will incur a packing and delivery charge of AED 100 per order for deliveries within most areas of Dubai. VAT will be chargeable where applicable. Goods Ordered over AED 1000 (excluding VAT) are dispatched free of delivery charges to most areas of Dubai. Delivery cost to other regions is by quotation or special arrangement.

YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) will not be liable for any consequential loss caused by failure of the carrier to deliver.

Any other additional services such as embroidery or other personalization of garments, alteration to garments, man-packing etc. may incur an additional charge. Prices for these services (where applicable) will be confirmed at the time of ordering.

## **Payment**

If you have a credit account, invoices will be issued on the day of dispatch of the goods and must be paid within 7 days of invoice date, subject to status. If you fail to pay us in full on the due date:

- We may suspend or cancel future deliveries;
- We may cancel any discount offered to you;
- Insofar as it applies, you must pay us interest at the rate 18% PA. Interest on late payments will be calculated to apply from the date of our invoice until payment, and compounded on the first day of each calendar month;
- We may cancel any discount offered to you;
- Before and after any judgment (unless the court orders otherwise).

If you have not paid YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) all amounts due on an invoice and 15 days have passed since the due date for payment

then YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) has the right to charge you an administrative fee.

You are to indemnify YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) in full and hold YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) harmless from all expenses and liabilities YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms. You are not entitled to set off any debt or claim against other amounts owing to us.

## **Risk and ownership**

The risk in the goods passes to you when the goods are delivered to the delivery address. Ownership of the goods remains with YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) until payment has been received in full for the goods in question and any other goods for which payment is also due.

### **Insolvency**

If (a) you make any voluntary arrangement with your creditors or become bankrupt or become subject to an administration order, or go into liquidation; (b) you cease, or threaten to cease, to carry on business; or (c) YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) reasonably believes that any of the above events is about to occur and notifies you accordingly; then you shall cease at once to use any goods not then paid for and shall on demand return any of them remaining in your possession.

On making such a demand, we are entitled, without incurring any liability to you, to enter your premises and remove and repossess such of our goods as are to be found there, and also to cancel any contract with you.

## **Force majeure**

Where we are unable to perform due to any circumstances beyond our control we may suspend performance while those circumstances subsist and any agreed date or period for delivery shall be regarded as extended accordingly. If any period of suspension of deliveries lasts for more than three months, either party may cancel the contract by written notice without penalty.

## **Returns policy**

If any garments are not required for any reason we will be happy to replace them or to refund their value provided that:

(a) they are returned to us carriage-paid, unused (other than for the purpose of trying on the garment), within 48 hours of delivery;

(b) our invoice relating to the relevant goods has been paid by the due date; and

(c) a written note is enclosed quoting the invoice number and stating the reason for the garments being returned.

(d) Garments which have been used can never be returned and no exchange or refund admitted.

In the case of return of ten or more garments, a handling charge relating to the administration costs incurred may be applied by YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE). Goods returned are done so at your risk and you are advised to use a service which provides a guarantee of delivery.

This returns policy does not apply to non-catalogue standard styles, altered or personalized garments.

## **Cancellation**

If an order for a bespoke style, personalized or altered garment is cancelled for any reason you will be charged for any garment, labor or fabric costs that have been incurred plus and administration charges in processing the order up to the time of cancellation.

## **Warranties and liability**

- YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) warrants that unless the customer has been otherwise notified prior to processing of order, the goods will correspond with their specification and will be free from defects in material and workmanship.
- YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) shall not be liable:
  - (i) in respect of any defect arising otherwise than from fair wear and tear, or arising from willful damage, negligence, failure to follow care instructions, abnormal working conditions, misuse or alteration;
  - (ii) if the total price for the goods has not been paid by the due date;

- (iii) if the defect arises from any drawing, design or specification supplied by the customer.
- Where goods are faulty, YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) shall replace the goods free of charge, rectify the fault, or refund the price of the goods, and YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) shall have no further liability.
- YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) shall not be liable for any loss or damage whether direct or consequential or otherwise but in any event YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE)'s liability (if any) shall be limited to the price of the goods.
- Nothing in these terms affects YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE)'s liability for death or personal injury resulting from YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE)'s negligence.
- Nothing in these terms affects your statutory rights.

## **Samples**

Any sample required by the customer shall be charged at the normal price plus 50% extra towards sampling cost.

## **Copyright**

All images and written matter used on this website are the property of YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE) and may not be copied or reproduced without the written permission of YOUSUF AL HASHMI UNIFORMS MFG CO LLC (WORKLITE).

In an effort to continually improve our service to our customers, telephone calls may be recorded for training purposes.