

FALL 2020 US GLOBAL FOOTBALL OFFERING

BRAND HISTORY











2018 2001 1996 1934

The Umbro brand is rich in soccer history

It was founded in Manchester in 1924.

Brazil was the first team to wear the UMBRO Team Kit in 1958.

England also won the title wearing the UMBRO Team Kit in 1966.

By 1966, 15 of 16 teams were wearing UMBRO Team Kits.

At the same time, 85% of British teams wore UMBRO.

In 1994, Brazil won it's 4th World Cup wearing UMBRO.

In 1999, Manchester United won the Champions League wearing UMBRO.

In 2007, Nike bought the brand, which was then sold to Iconix in 2012.





MSRP

\$45.00 UUM1UA7T - MEN **UUL1UA7T - WOMEN** \$45.00 UUB5UA7T - YOUTH \$40.00 **CHECKERED JERSEY** DOUBLE KNIT PIQUE MESH EMBOSSED WITH CHECKERBOARD PRINT ON SLEEVES OPEN HOLE MESH INSERT **HEAT TRANSFER LOGO**



BLACK BEAUTY - UGQ



VERMILLION - UAC



TW ROYAL - UAE



NAVY - U41



FOREST GREEN - UC4



UUM1UA7U - MEN \$40.00 \$40.00 UUL1UA7U - WOMEN UUB5UA7U - YOUTH \$35.00

CHECKERED SHORT

DOUBLE KNIT PIQUE MESH EMBOSSED WITH CHECKERBOARD PRINT

HEAT TRANSFER LOGO INTERNAL DRAWCORD



BLACK BEAUTY - UGQ **VERMILLION - UAC**













TW ROYAL - UAE

NAVY - U41

WHITE- U10

FOREST GREEN - UC4



MSRP

MSRP

DOUBLE KNIT PIQUE WITH MESH EMBOSSED STRIPE ON BODY OPEN HOLE MESH INSERT HEAT TRANSFER LOGO



BLACK BEAUTY - UGQ



VERMILLION - UAC



TW ROYAL - UAE



NAVY - U41



WHITE- U10



FOREST GREEN - UC4













BLACK BEAUTY - UGQ

VERMILLION - UAC

TW ROYAL - UAE

NAVY - U41

WHITE- U10

FOREST GREEN - UC4



MSRP

UUM1UA7R - MEN \$50.00 \$50.00 **UUL1UA7R - WOMEN** UUB5UA7R - YOUTH \$45.00

FADED JERSEY

POLYESTER DOUBLE PIQUE WITH COLOR

GRADIENT ON BODY OPEN HOLE MESH INSERT **HEAT TRANSFER LOGO**



VERMILLION - UAC

TW ROYAL - UAE



MSRP

\$45.00 UUM1UA7S - MEN **UUL1UA7S - WOMEN** \$45.00 **UUB5UA7S - YOUTH** \$40.00

FADED SHORT

POLYESTER DOUBLE PIQUE WITH COLOR GRADIENT **HEAT TRANSFER LOGO** INTERNAL DRAWCORD



BLACK BEAUTY - UGQ

VERMILLION - UAC

TW ROYAL - UAE

NAVY - U41

WHITE- U10

FOREST GREEN - UC4



MSRP

\$28.00

MSRP

UUM164842U - ADULT UUB564843U - YOUTH **CAPITAL JERSEY** POLY INTERLOCK

HEAT TRANSFER

\$35.00 \$32.00



U10 White / White



ES6 TW Navy / White



UGQ Black / Black



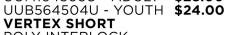
UiV TW Emerald / White



DX4 TW Royal / White



A54U Vermillion / White



UUM164503U - ADULT

POLY INTERLOCK **HEAT TRANSFER**



A54U Vermillion / White



DX4 TW Royal / White









096 White / Black

U10 White / White



LEGACY JERSEY SS UUM165209U - Adult UUB565210U - Youth

\$32.00 \$30.00

Fabrication:

100% Polyester LW micro eyelet 100% Polyester 1x1 Micro Rib

Features:

V-neck collar. Screen printed tonal running diamond. Shoulder panelling. Transfer stacked diamond.

Made In: China

Sizes MENS: S - XXL Sizes JUNIORS: YS - YXL

LEGACY SHORT UUM165271U - Adult \$30.00 UUB565272U - Youth \$28.00

Fabrication: 100% Polyester LW Micro Eyelet

Features:
Screen Printed running diamond in side seam.
Elasticated waistband.
Transfer stacked diamond.

Made In: China

Sizes MENS: S - XXL Sizes JUNIORS: YS - YXL





H96 White/White

₩ umbro



EHE TW Emerald/White



090 Black/White



H96 White/White



ES6 TW Navy/White



A54U Vermillion/White



DX4 TW Royal/White



EHE TW Emerald/White



UUM1UALO - ADULT UUB5UALO - YOUTH **BLOCK JERSEY SS** POLY MICRO EYELET **HEAT TRANSFER**

MSRP \$22.00 \$20.00



winbro .



/ WHITE - UIV



WHITE - UAU



WHITE - UBG



FOREST GREEN/ WHITE - UOZ

SV YELLOW / WHITE - UJD

WHITE - UDI

WHITE - UDG

WHITE - UPA



SHOCKING ORANGE/









NEW CLARET/ WHITE- UJE

WHITE - UJF

GREEN GECKO/ WHITE - UJH

AZALIA/ WHITE - UJK

TW ROYAL/ WHITE - UDO

PURPLE CACTUS/ WHITE - UJG



UUM1UAL1 - ADULT UUB5UAL1 - YOUTH FIELD JERSEY POLY MICRO EYELET HEAT TRANSFER MSRP \$20.00 \$18.00

SHOCKING ORANGE

- UiR

GREEN GECKO

- UIT



TW EMERALD BLACK BEAUTY - UGQ NAVY - U41 WHITE- U10 - UiU FOREST GREEN/ **VERMILLION - UAC** GRAPHITE/WHITE SV YELLOW SKY BLUE - UAD WHITE - UOZ - UPA - UAG

AZALIA/ WHITE

- UJK

TW ROYAL

- UAE

PURPLE CACTUS

- UiS

NEW CLARET - UiQ



UUM1UALP - ADULT **UUB5UALP - YOUTH** FIELD SHORT
POLY MICRO EYELET
HEAT TRANSFER

MSRP \$20.00 \$18.00



BLACK BEAUTY - UGQ

TW EMERALD - UiU

NAVY - U41

WHITE- U10



FOREST GREEN/ WHITE - UOZ

SV YELLOW - UAG

SKY BLUE - UAD

VERMILLION - UAC

GRAPHITE/WHITE - UPA



NEW CLARET - UiQ

- UiR

GREEN GECKO - UIT

AZALIA - UJK

TW ROYAL- UAE

PURPLE CACTUS - UiS



EURO CLUB SOCK UUM164507U - Adult UUB564508U - Youth MSRP

\$10.00 \$10.00

Fabrication: 98% Polyester/2% Elastane

Features:

Contrast welt and stacked diamond.

Made In: Pakistan

ADULT: LARGE

YOUTH: SMALL/MEDIUM



MSRP \$40.00

\$30.00

UUM1UAMV - ADULT UUB5UAMV - YOUTH

Features: Team Polo Poly Micro Eyelet Heat Transfer



U10 White



UGQ Black Beauty



U08 Medium Grey Heather



PORTERO JERSEY
UUM164695U Adult
UUB564696U Youth
\$35.00

Fabrication:

100% Polyester Jersey 100% Polyester Mesh

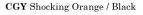
Features:

Printed panels. Self fabric collar and cuffs. Shaped dropped hem. Contrast mesh back panel. Transfer stacked diamond.

Made In: China

Sizes MENS: S - XXL Sizes JUNIORS: YS - YXL







0LF SV Yellow / Black



EX8 Green Gecko / Black

GK Padded Short UUM164595U Mens UUB564597U Juniors

\$40.00 \$35.00

Fabrication:

100% Polyester Loopback

Pocket lining; 100% Polyester Micro Eyelet

Features:

Quilted padding. Tubular DTM drawcord. Gusset. Curved side seam. Stacked diamond transfer.

Made In: China

Sizes MENS: S - XXL Sizes JUNIORS: YS - YXL





060 Black



SPLINTER JERSEY LS UUM165724U Adult UUB565725U Youth **MSRP**

\$50.00 \$40.00

Fabrication:

100% Polyester Jersey 100% Polyester Mesh

Features:

Printed panels. Self fabric collar and cuffs. Shaped dropped hem. Contrast mesh back panel. Transfer stacked diamond.





MSRP \$16.00

\$15.00

UUM1UAMM - ADULT UUB5UAMM - YOUTH **EVENT U1 TEE** COTTON BLEND JERSEY SCREENPRINT @ BACK **CLUB ONLY**

EVENT U2 TEE

\$16.00 UUM1UAMN - ADULT UUB5UAMN - YOUTH \$15.00 **COTTON BLEND JERSEY** SCREENPRINT @ SLEEVE **CLUB ONLY**

MSRP







WHITE- U10 MGH- U08 WHITE- U10

MGH- U08





MSRP

UUM1UAAS - ADULT UUB5UAAS - YOUTH \$24.00 \$22.00

CENTER SS TEE

PEACHED POLY INTERLOCK DIE CUT HEAT TRANSFER



BLACK BEAUTY/ WHITE-UAU

NAVY/ WHITE-UBJ

TW ROYAL/ WHITE-UDO

VERMILLION/WHITE-UDG

TW EMERALD/ WHITE-UIV

SKY BLUE/WHITE-UDI

MSRP

UUM1UAGU - ADULT UUB5UAGU - YOUTH \$28.00 \$24.00

CENTER LS TEE

PEACHED POLY INTERLOCK DIE CUT HEAT TRANSFER



BLACK BEAUTY/ WHITE-UAU VERMILLION/ WHITE-UDG





NAVY/ WHITE-UBJ



TW ROYAL/ WHITE-UDO



TW EMERALD/ WHITE-UIV



SKY BLUE/ WHITE-UDI



UUM165319U \$35.00 SILO TRAINING JERSEY POLYESTER TEE JACQUARD VENTILATION AT REAR TAPE DETAIL AT BACK NECK EMBOSS TRIM DETAIL AND HEAT TRANSFER BRANDING





UUM165313U \$50.00
ELITE SILO TRAINING JERSEY
HYBRID TECH TEE WITH
SCREEN PRINTED GRADIENT
FADE MELANGE FRONT PANEL
AND GRADIENT FADE
BODY MAP BACK PANEL.



GS2 BLACK / GRAY FLANNEL



GV5GRAY FLANNEL / TURMERIC

UUM151164U \$35.00 SILO TRAINING WOVEN SHORT WOVEN SHORT WITH DWR FINISH 2 SIDE POCKETS ELASTICATED WAISTBAND WITH INNER DRAWCORD HEAT TRANSFER LOGO PLAIN FRONT, MARL BACK



060 BLACK



MSRP \$50.00

\$40.00

UUM1UAML - ADULT UUB5UAML - YOUTH **DIAMOND TRACK JACKET** POLY INTERLOCK HEAT TRANSFER



BLACK BEAUTY/ WHITE-UAU



NAVY/ WHITE-UBJ

 MSRP

 UUM1UAIA - ADULT
 \$40.00

 UUB5UAIA - YOUTH
 \$35.00

DOUBLE DIAMOND PANTPOLY INTERLOCK
HEAT TRANSFER



BLACK BEAUTY/ WHITE-UAU



NAVY/ WHITE -UBJ



UUM1UAQH - ADULT UUB5UAQH - YOUTH LT WT HOODY STRETCH TWILL **EMBROIDERY**

MSRP

\$50.00 \$40.00



BLACK BEAUTY/ WHITE-UAU



NAVY/ WHITE-UBJ



ELECTRIC BLUE/ TW ROYAL-ULF

MSRP

UUM165295U - ADULT UUB565296U - YOUTH

\$50.00 \$45.00

1/4 ZIP TOP

POLYESTER FRENCH TERRY POLYESTER LW MICRO EYELET





UUM1UAAU - ADULT UUB5UAAL - YOUTH **OFF FIELD JACKET** POLY STRETCH TWILL POLY MESH HEAT TRANSFER MSRP \$50.00 \$40.00



UMBRO BLACK/ WHITE-UAU



NAVY/ WHITE-UBJ



VERMILLION/ UMBRO BLACK-UAV



TW ROYAL/ WHITE-UAE



MSRP

UUM1UAHM - ADULT \$70.00 UUB5UAHM - YOUTH \$60.00 WOVEN WATERPROOF JACKET PACK AWAY HOOD WATER RESISTANT

UUM1UAQG - ADULT UUB5UAQG - YOUTH **OFF SIDES PANT** POLYESTER CORE WATER RESISTANT HEAT TRANSFER

HEAT TRANSFER

MSRP

\$70.00 \$60.00

UUM165309U - ADULT WATERPROOF JACKET



BLACK BEAUTY - UGQ



MSRP \$70.00

UUM165432U - ADULT
PADDED GILET
100% Polyester Icon Weave
+ PU Coating
100% Polyester Taffeta
Wadding
Contrast shoulder panel
Welt pockets
Open hem
Inner lining
Transfer diamond stacked logo



C44 Black/Carbon

UUM165311U - ADULT
PADDED JACKET
100% Polyester Icon Weave
+ PU Coating
100% Polyester Taffeta
Wadding
Contrast shoulder & sleeve panel
Welt pockets
Elasticated cuff
Open hem
Inner lining
Transfer diamond stacked logo



C44 Black/Carbon

_ LIFESTYLE TRAINING

UMBRO RISPONSA \$90.00

Specifications:

Textile

Features:

Lightweight breathable mesh upper with TPU overlays for stability and support. New motion control outsole with compression moulded EVA midsole for superior cushioning.

Made In: China

SIZE MENS: 7-13 US



PERFORMANCE FOOTWEAR | ADULT

SPECIALI ETERNAL

SPECIALI ETERNAL | ADULT OFFERING

SPECIALI ETERNAL PRO

Specifications:

Kangaroo Leather, Leather, PU

Features:

Crafted from K-leather with an improved vamp package for touch and flexibility. Soft touch collar lining for increased comfort and fit. Additional memory foam insert on the tongue to aide fit and enhance comfort. Built on evolved and contoured original Speciali last, known for its snug professional fit. Removable sockliner to give extra additional fit.

Made In: China

Sizes MENS: 7-13 US \$200.00



SPECIALI ETERNAL | ADULT OFFERING

UMBRO SPECIALI 98 Maxim FG: USMF186239U \$130.00



FZ9 Black/White/TW Royal



D88 Black/Black

UMBRO SPECIALI PRO 98 IC: USMF186237U \$125.00



FZ9 Black/White/TW Royal



D88 Black/Black

UMBRO SPECIALI PRO 98 TF: USMF186238U \$125.00



FZ9 Black/White/TW Royal



D88 Black/Black

Boot Silo Overview

TOCCO CONTROL



Tocco is for the player for whom 'Touch' is key. More passes and longer distances covered are key characteristics. Controlling the ball is key to their game.

SILO BOOTS COLOUR ROLL-OUT

BLACK/WHITE/VICTORIA BLUE

COLOUR 1

WHITE/CARROT/FROST GRAY

COLOUR 2

BLUE SAPPHIRE/LIME PUNCH/WHITE

COLOUR 3

TOCCO







TOCCO

TOCCO

DESIGN INSPIRATION

Based on a combination of player insight and analysis the goal was to create the ultimate boot for the player for whom 'touch' is key. Analysis tells us there is a player who has more touches on the ball, a wider range of passing and covers greater distances. Feedback from these players tells us they want a boot that provides more comfort combined with a great touch sensation. The material of choice for this player is leather as they associate this with both a unique touch and the ability to mould to the shape of the foot.

Taking this inspiration we have merged the properties of a touch silo with that of a control silo to create the ultimate boot for the playmaker. The focus on the upper was to how merge the unique properties of each silo into one taking into account the restrictions usually imposed by a leather upper. The challenge was to incorporate the features that enhance control with those that provide the ultimate touch.

As with all our boots comfort is key and for this player the longer distances covered mean endurance is paramount. The focus on the outsole was to deliver enhanced grip whilst improving energy return to ensure the player can perform to his maximum for the entire duration of the game.



TOCCO PRO FEATURES & BENEFITS

IDRO' K-leather

Water resistant 'IDRO' K-leather from Italy, reduces the uptake of

Engineered Knit

New knitted collar with TPU heat welded support zones provide a responsive fit by enabling easy foot entry, whilst maintaining stability and security in the heel area.

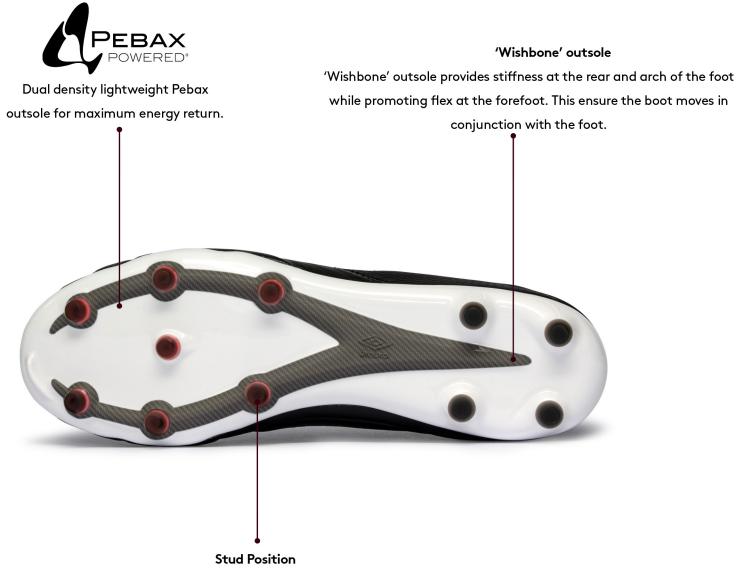




D3O reduces ball bounce, enhancing touch and control

Pre-moulded internal heel counter sits closer to the foot, providing a locked down fit

TOCCO PRO OUTSOLE



The stud position and geometry have been designed for maximum grip and endurance.

TOCCO OVERVIEW



240g

240g

240g

WEIGHT (FG)

235g

_TOCCO

TOCCO PRO



FG

USMF181650U









JLQ Black/White/Victoria Blue

Specifications: Kangaroo Leather, PU, Textile JM9 White/Carrot/Frost Gray FG USMF181650U

JM8 Blue Sapphire/Lime Punch/White FG USMF181650U

Kangaroo Lei

Features:

IDRO super soft K leather upper for improved water resistance. 'Powered by D3O' – control zones in the forefoot and medial zones improve control and deliver a clean strike. New Pebax powered 'Control+' outsole featuring 'wishbone' technology for increased energy return

Made In: China

Sizes MENS: 7-13 US \$250.00

TOCCO PREMIER



JLQ Black/White/Victoria Blue



FG USMF181652U



JM9 White/Carrot/Frost Gray



FG USMF181652U



JM8 Blue Sapphire/Lime Punch/White



FG USMF181652U

Specifications: PU, Leather

Features

Full grain leather upper for great touch. 'New TPU 'Control' outsole with unique stud configuration designed for comfort and endurance.

Made In: China

Sizes MENS: 7-13 US \$150.00

_TOCCO

TOCCO CLUB

TOCCO LEAGUE





Blue Sapphire/Lime Punch/White

FG

USMF181661U



USMF181661U

Specifications: PU, Textile

Features:

PU upper. New TPU 'Control' outsole with unique stud configuration designed for comfort and endurance.

Made In: China

Sizes MENS: 7-13 US \$70.00

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FUTSAL

TRAÇÃO DESIGN INSPIRATION

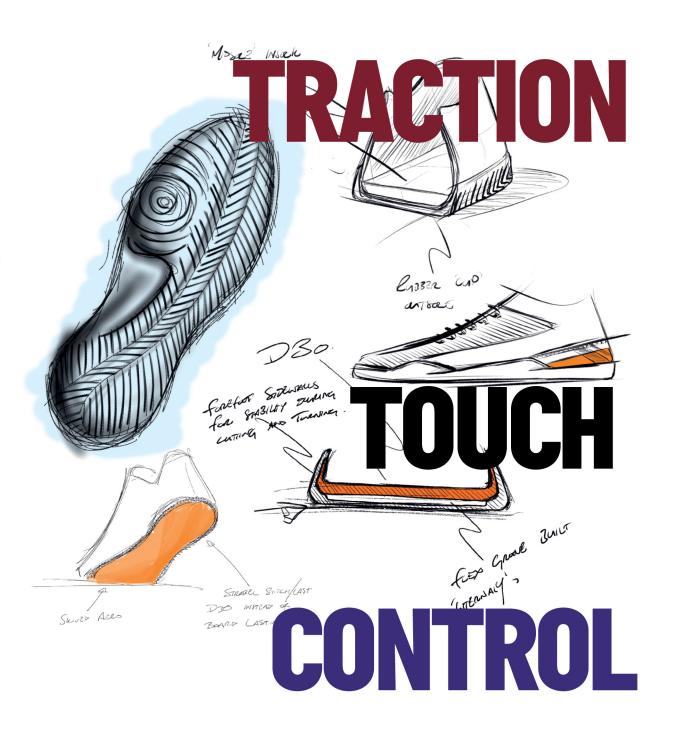
Futsal is a high intensity sport that places huge demands on the player and his equipment.

Predominantly played on harsh unforgiving surfaces traction is a key requirement for the Futsal player.

These demands result in the need for a hardwearing highly durable outsole that has excellent grip for those extreme movements.

Graphene was first isolated at the University of Manchester in 2004. It is an ultra thin and lightweight material that is 200 times stronger than steel and is the strongest material known to man.

The goal with the Umbro Tracao was to create a low profile shoe that offers unrivalled performance characteristics and levels of durability. More game, more grip.



TRAÇÃO FEATURES & BENEFITS

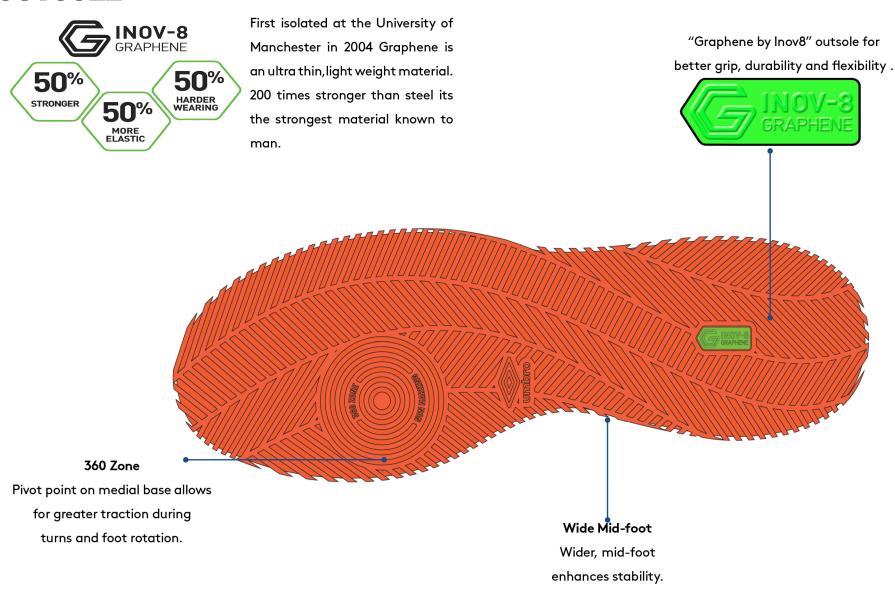
Support

Mid-foot hot melt support cage, high density foam collar, and internal heel counter secure the foot in place for a locked own fit.



Synthetic suede bumper adds additional strength, support, and durability to the forefoot area

TRAÇÃO OUTSOLE



TRAÇÃO **OVERVIEW**



UMBRO TRAÇÃO PRO

Specifications: Leather, Textile

Features:

Full grain leather vamp for enhanced touch and comfort. Synthetic toe guard for extra durability. Breathable mesh quarters with heat welded support structure. Unique outsole featuring 'Graphene by Inov8' technology for improved grip, durability and flexibility.

Made In: China

Sizes MENS: 6.5-13 US \$120.00







IC

USMF181667U

JQD White/Peacoat/Lollipop



IC USMF181667U

UMBRO TRAÇÃO LIGA

Specifications: PU, Textile

Features:

PU vamp with quilted stitch detail. PU toe piece for added durability. Lightweight mesh quarters for enhanced breathability. Low profile non-marking outsole for enhanced grip.

Made In: China

Sizes MENS: 6.5-13 US \$80.00



JQB Victoria Blue/White/Carrot



IC

USMF181668U

JQD White/Peacoat/Lollipop



CHALEIRA 2 FEATURES & BENEFITS



optimum comfort.



Traction

Outsole pattern / grooves channel dust and dirt from pitch, increasing traction. Non marking

Motion Control compound ensures nothing is left behind. Flex grooves in forefoot work with the foots natural movement, enhancing comfort Outsole shock absorption zone allows compressed EVA and providing optimum traction during midsole to disperse energy/force during heel strike, enhancing the game. cushioning and comfort.

360 Zone

Pivot point on medial base allows for greater traction during turns and foot rotation.

Wide mid-foot

Impact Zone

Wider, mid-foot enhances stability.

CHALEIRA 2 OVERVIEW

	CHALEIRA II PRO	CHALEIRA II LIGA
	OIALLINA II I NO	
LEATHER UPPER	•	×
PU UPPER	×	•
COMPRESSION Moulded EVA Midsole	•	×
NON-MARKING OUTSOLE	•	
SOLEPLATE OPTIONS	IC	IC
WEIGHT	295g	315g

UMBRO CHALEIRA II PRO

Specifications:

Leather, PU, Textile

Features:

Full grain leather vamp for enhanced touch and comfort. Synthetic toe guard for extra durability Lightweight breathable mesh quarters with heat welded support structure. Non-marking outsole with compression moulded EVA midsole for support.

Made In: China

Sizes MENS: 6.5-13 US \$120.00







IC USMF181565U



JPC Lollipop/White/Rio Red



UMBRO CHALEIRA II LIGA

Specifications:

PU, Mesh

Features:

PU vamp with quilted stitch detail. PU toe piece for added durability. Lightweight mesh quarters for enhanced breathability. Non-marking outsole.

Made In: China

Sizes MENS: 6.5-13 US \$80.00







IC USMF181566U



JPC Lollipop/White/Rio Red



UMBRO SALA II PRO

Specifications:

Leather, Textile, PU

Features:

Full grain leather vamp for improved touch and comfort. Synthetic toeguard provides extra durability and protection. Mesh quarters provide breathability and comfort. Low profile non marking outsole with compression moulded EVA midsole for support.

Made In: China

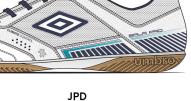
Sizes MENS: 6.5 -13 US 90.00



JLS Lollipop/Black/White



IC USMF181572U



IC USMF181572U White/Peacoat/Capri Breeze

UMBRO SALA CT

Specifications: PU, Textile

Features:

Durable PU upper with mesh quarter panels for breathability and comfort. Low profile non marking outsole.

Made In: China

Sizes MENS: 6.5 -13 US

\$60.00



JPF Lollipop/Victoria Blue/Lime Punch



IC USMF181576U



JLG Peacoat/Lime Punch/Capri Breeze



IC USMF181576U

JLK White/Black/Lollipop

IC USMF181576U

UMBRO FUTSAL COURT 5

Specifications:

Textile,TPU

Features:

Breathable mesh upper with TPU overlays for support and protection. Neoprene sock collar for a sercure adaptable fit. New indoor court non-marking outsole









JLN White/Victoria Blue/Carrot

IC USMF181669U

JQC Victoria Blue/White/Lime Punch/Lollipop

IC USMF181669U

JLF Lollipop/White/Black

IC USMF181669U

Made In: China

Sizes MENS: 6.5 -13 US \$70.00

UMBRO FUTSAL STREET V MESH

Specifications: Textile, PU

Features:

Lightweight mesh upper with quilted vamp for comfort. PU toe guard and heel counter for durability. Non-marking outsole.

Made In: China

Sizes MENS: 6.5 -13 US

\$65.00



JLD Carrot/Black/White



IC USMF181621U



JPH Victoria Blue/Lime Punch/White



IC USMF181621U



JLK White/Black/Lollipop

IC USMF181621U

PERFORMANCE FOOTWEAR | JUNIOR

_ SPECIALI CLUB | JUNIOR OFFERING

UMBRO SPECIALI ETERNAL CLUB

Specifications:

ΡU

Features:

Synthetic leather upper material offering a soft touch and feel. Fixed EVA insock for comfort.

Built on a wider fitting last giving great all around volume and comfort.

Made In: China

Sizes JNR-10.5C- 6Y US \$60.00



FZ9 Black/White/TW Royal



FG USJF181087U



TF USJF181090U

_TOCCO

TOCCO CLUB

TOCCO LEAGUE







JM8 Blue Sapphire/Lime Punch/White

FG USJF181664U

FG USJF181664U Jnr

Specifications:

PU, Textile

Features:

PU upper. New TPU 'Control' outsole with unique stud configuration designed for comfort and endurance.

Made In: China

Sizes JNRS: 10.5C - 6Y US \$60.00

UMBRO SALA CT

Specifications: PU, Textile

Features:

Durable PU upper with mesh quarter panels for breathability and comfort.
Low profile non marking outsole.

Made In: China

Sizes JNRS: 10.5C - 6Y US \$55.00



JPF Lollipop/Victoria Blue/Lime Punch

IC USF181583U

Jnr



JLG Peacoat/Lime Punch/Capri Breeze



IC USJF181583U Jnr



JLK White/Black/Lollipop



Jnr

UMBRO FUTSAL STREET V MESH

Specifications: Textile, PU

Features:

Lightweight mesh upper with quilted vamp for comfort. PU toe guard and heel counter for durability. Non-marking outsole.













Made In: China

Sizes JNRS: 10.5C - 6Y US \$60.00

JLD Carrot/Black/White IC USJF181629U Jnr

JPH Victoria Blue/Lime Punch/White

IC USJF181629U Jnr

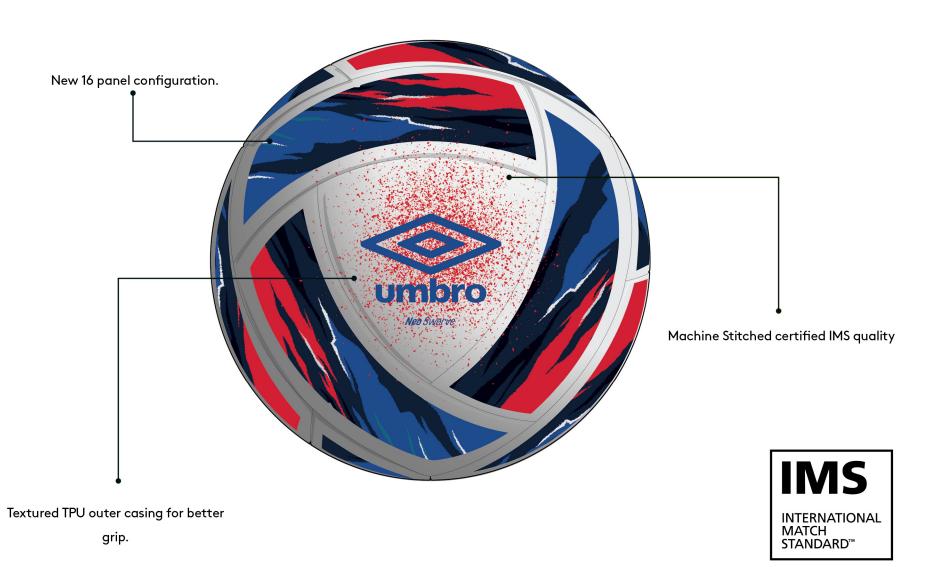
JLK White/Black/Lollipop IC USJF181629U

PERFORMANCE EQUIPMENT

NEO X ELITE BALL FEATURES & BENEFITS

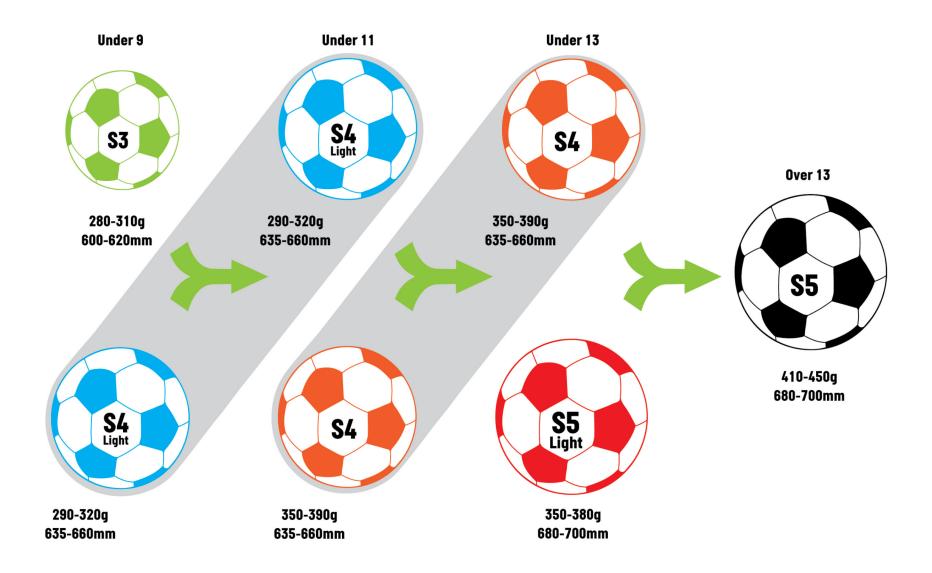
Certified FIFA Quality Pro for use in all official matches. New 10 panel construction. Exclusive Teijin Ecopet casing material made from recycled plastic bottles. Features a Dual Pressure System lining and hybrid construction.

NEO SWERVE FEATURES & BENEFITS



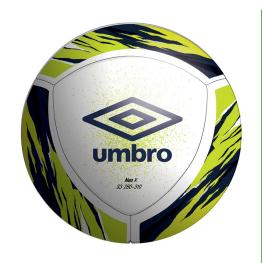
FIFA GUIDLINES RECOMMENDED DEVELOPMENT ROUTE





NEO X RANGE FIFA GUIDLINES





NEO X 280-310



NEO X 290-320



NEO X 350-390



NEO X 350-380

SIZE 3
SUITABLE FOR AGES UNDER 9
280-310G

600-620MM

SIZE 4 LIGHT
SUITABLE FOR AGES UNDER 11
290-320G

635-660MM

SIZE 4
SUITABLE FOR AGES UNDER 13
350-390G

635-660MM

SIZE 5 LIGHT SUITABLE FOR OVER 13 350-380G

680-700MM

_ NEO



NEO PRO

USAS21090U \$120.00

Level: FQP

Grass: *******Artificial:************ Court : ********

Outer casing material: Teijin Microfibre

Material Thickness: 2mm Internal Layers: 5

Construction: Hand Stitched

Bladder: Latex Panels: 14 CoO: Pakistan Avaliable sizes: 5 Weight: 420-445



NEO X VISION

\$40.00 USAS21102U

Level: IMS

Grass: ****** Artificial: ***** Court: *******

Outer casing material: Embossed TPU

Material Thickness: 0.15mm

Internal Layers: 2

Construction: Machine Stitched

Bladder: Latex Panels: 10 CoO: Pakistan Avaliable sizes: 5 Weight: 410-450









Capri Breeze

JPA JPX JP6
White/Peacoat/Lime Punch/ White/Victoria Blue/Peacoat/ Carrot/Peacoat/Lime Punch/ Victoria Blue

Yellow/Peacoat/Lime Punch/ Capri Breeze

NEO SWERVE

USAS21079U- SIZE 4-5 (IMS) \$30.00 USAS21145U- SIZE 3 (NON IMS) \$30.00 Grass: ****** Artificial: **** Court: *******

Outer casing material: Embossed TPU

Material Thickness: 0.15mm

Internal Layers: 2

Construction: Machine Stitched

Bladder: Latex Panels: 16 CoO: Pakistan Avaliable sizes: 3-4-5 Weight: 410-450

_ NEO



Capri Breeze

Capri Breeze
NEO FUTSAL PRO

USAS21095U \$60.00

Level: FQP

Grass: ******* Artificial: ****** Court : *******

Outer casing material: Lamol PU

Material Thickness: 1.2mm

Internal Layers: 4

Construction: Hand Stitched

Bladder: Latex, filled

Panels: 14 CoO: Pakistan Avaliable sizes: 4 Weight: 410-430



Level: TRAINING

Grass: ******* Artificial: ***** Court : *******

Outer casing material: Shine TPU

Material Thickness: 0.15mm

Internal Layers: 2

Construction: Machine Stitched Bladder: Thread wound Butyl, Filled

Panels: 14 CoO: China Avaliable sizes: 4 Weight: 400-440

_ FUTSAL BALLS

SALA PRO DPS USAS21085U \$80.00

Specifications:

Rubber 42%, Polyester 24%, EVA 23%, PU 7%, Cotton 4%

Features:

10 panel machine stitched construction. FIFA Quality Pro. Featuring DPS (Dual Pressure System) Technology for enhanced flight and shape retention. ECO-PET environmentally friendly outer casing.

Made In: Pakistan

Size: 4





JLE Carrot/White/Victoria Blue

SALA LEAGUE USAS21086U \$50.00

Specifications:

Polyester 43%, Rubber 35%, PU 16%, Nylon 4%, Cotton 2%

Features:

10 panel hand stitched construction. Embossed PU casing.

Made In: Pakistan

Size: 4



JRA White/Lime Punch/Capri Breeze/Peacoat



JLE Carrot/White/Victoria Blue

NEO GUARD FEATURES & BENEFITS

Injection moulded, high impact resistant translucent K-resin shell Clear K-Resin Shell and compressed D30 Backer.

Ingenius profile allows for easy
placement, protectivity of the tibia
and fibula





D30 - To Protect what matters www.d30.com

NEO PRO D30 GUARD USM121122U \$35.00

Specifications:

PP 45%, PU 45%, Poly 10%

Features:

K-Resin anatomically shaped shell featuring embossed D30 backer.

Made In: India Size Mens: M- One Size





487 Black/Orange

NEO MINIMUS W/SLEEVE Juniors: USJ121119U \$20.00

Specifications:

PP 45%, EVA 45%, Poly 10%

Features:

Anatomical PP shel. Foil print graphic. Comes with Sleeve. Embossed EVA backer

Made In: India Size JNR: XS - S







JPS Black/White/Frost Gray/Carrot



PRO TRAINING 2.0

_ PRO TRAINING

PRO TRAINING 2.0 GYMSACK USAM30810U \$20.00

Specifications:

Nylon 95%, Polyester 5%

Features:

Drawcord Closure. PP cord straps.

Made In: China

Size: M

35*5*42





Equipment



090 Black / White

TEAM BACKPACK USAM60030U \$50.00

Specifications: Polyester 100%

Features: Snap closure on straps. Zip Closure on Front. Webbing for Ball carrying.

Made In: China



090 Black / White

BALLSACK USAM30479U \$25.00

Specifications:

Polyester 100%

Features: Draw cord closure. Webbing. Shoulder strap.

Made In: China

Size: L (105L)

F20 UMBRO

The Customer's attention is drawn in particular to the provisions of clauses 5.3, 6, 9 and 10 below.

FORMATION OF THE CONTRACT

- 1.1 The terms and conditions set out below (the "Conditions") apply to the Customer's order for the products") set out in the Customer series to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 1.2 The Order and these Conditions together form the "Contract" between Outerstuff LLC ("Outerstuff") and the Customer named in the Order (each a "Party" and together the "Parties").
- 1.3 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Order may not be cancelled or exacepted when Outerstuff notifies the Customer in writing that it has received the Order ("Confirmation of Receipt"), at which point the Contract shall come into existence. The Order may not be cancelled or

DELIVERY AND RISK

- 2.1 Outerstuff shall endeavor to deliver the Products on the delivery date specified in the Order (the "Requested Delivery Date"). Any dates quoted for delivery however are approximate only, and the time of delivery is not of the essence. Outerstuff shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide Outerstuff with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 22 If Outerstuff is delivering the Products to the Customer. Outerstuff shall deliver the Products to the delivery address set out in the Order or such other location as the Parties may agree in writing (the "Delivery" ball be deemed complete on the completion of unloading of the Products at the Delivery Location. If the Customer is collecting the Products from Outerstuff.

 The Customer (or its nominee) shall collect the Products from the collection address set out in the Order or such other location as may be advised by Outerstuff prior to delivery (the "Delivery Location") within three (3) Business Days of Outerstuff notifying the Customer that the Products are ready. Delivery" shall be deemed complete on the completion of the loading of the Products onto the Customer's (or its nominee's) transport vehicle at the Delivery Location.
- 2.3 If Outerstuff fails to deliver the Products in accordance with the above, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products (subject to the further limitations set forth in clause 9.3 below). Outerstuff shall have no liability for any failure to comply with the foregoing delivery terms if and to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Outerstuff with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- Any price quoted by Outerstuff (including in any price list and/or Confirmation of Receipt) does not include the cost of delivery or transportation, unless otherwise explicitly stated in the Confirmation of Receipt or agreed in writing with Outerstuff.
- 25 Risk in the Products shall pass to the Customer upon completion of Delivery.

ACCEPTANCE 3.

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If Outerstuff is delivering the Products to the Desivery Uncestion, then, except where such failure or delay is caused by a Force Majeure Event or Outerstuff sailure to comply with its material obligations under the Contract, delivery of the Products shall be deemed to have been completed at 0900 EST on the third Business Day after the day on which Outerstuff delivered the Products to the Delivery Location. If the Customer refuses or fails to accept delivery at the Delivery Location then, except where such refusal is caused by a Force Majeure Event or Outerstuff sallure to comply with its material obligations under the Contract, Outerstuff shall be entitled to invoice the Customer for. (a) the costs incurred by Outerstuff in arranging and undertaking the return, storage and any further delivery of the Products; and (b) the price of the Products in full, along with any further costs and expenses due in accordance with this clause. If the Customer is collecting the Products from Outerstuff; If the Customer refuses or fails to accept delivery of the Products within three

(3) Business Days of Outerstuff notifying the Customer that the Products are ready for collection from the Delivery Location, then, except where such failure or delay is caused by a Force Majeure Event or Outerstuff's failure to comply with its material obligations under the Contract

delivery of the Products shall be deemed to have been completed at 0900 EST on the third Business Day after the day on which Outerstuff notified the Customer that the Products were ready for collection from the Delivery Location;

Outerstuff shall have the right to store the Products until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and

Outerstuff shall be entitled to invoice the Customer for: (a) the costs incurred by Outerstuff in arranging and undertaking any further delivery of the Products; and (b) the price of the Products in full, along with any further costs and expenses due in accordance with this clause.

If the Customer falis to accept delivery of the Products within ten (10) Business Days of Outerstuff notifying the Customer that the Products are ready for collection from the Delivery Location, Outerstuff may resell or otherwise dispose of part or all of the Products at its discretion

3.2 If Outerstuff delivers up to and including five per cent (5%) more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of written notice from the Customer that the wrong quantity of Products was delivered, a pro rata adjustment may be made by Outerstuff to the Order invoice (either in funds or as a credit, as determined by Outerstuff). The Customer must notify Outerstuff within two (2) Business Days if the quantity of Products delivered is incorrect, after which the Customer will be deemed to have confirmed and accepted the quantities delivered as correct. 3.3 Outerstuff may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

QUALITY AND SPECIFICATION

4 1 All goods supplied by Outerstuff shall be in accordance with the Order and any quitner specifications or descriptions agreed in writing between the Parties or otherwise expressly stated in the Order ("Specifications"). The Customer is responsible for ensuring that the terms of the Order and any applicable Specifications submitted by the Customer are complete

4.2 Outerstuff warrants that on Delivery and for a period of 365 days thereafter (the "Warranty Period") the Productsshall (a)

conform in all material respects with their description and any applicable Specifications:

be free from material defects in design, material and workmanship; and

be of satisfactory quality.

Subject to clause 4.4, if:

the Customer gives notice in writing to Outerstuff within the Warranty Period that some or all of the Products do not comply with the warranty set out in clause 4.2;

Outerstuff is given a reasonable opportunity to examine such Products; and

the Customer (if asked to do so by Outerstuff) promptly returns such Products to Outerstuff's place of business,

Outerstuff shall, at its option, replace the defective Products, or refund the price of the defective Products in full (either in funds or as a credit, as determined by Outerstuff)

44 Outerstuff shall not be liable for the Products' failure to comply with the warranty set out in clause 4.2 in any of the following events: if the Customer makes any further use of such defective Products after giving notice in accordance with clause4.3

the defect arises because the Customer failed to follow Outerstuff's instructions as to the storage of the Products or (if there are none) good trade practice regarding the same;

the defect arises as a result of Outerstuff following any drawing, design or Specifications supplied by the Customer;

the Customer alters or repairs such defective Products without the written consent of Outerstuff:

the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or

the Products differ from their description or the Specifications as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

Except as provided in this clause 4, Outerstuff shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 4.2. 4.6

These Conditions shall apply to any repaired or replacement Products supplied by Outerstuff to the Customer pursuant to this clause 4.

- Title to the Products shall not pass to the Customer until Outerstuff receives payment in full for the Products.
- 5.2 The Customer shall not remove, deface or obscure any identifying mark or packaging on or relating to the Products and shall maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery
- 5.3 Customer acknowledges that the Products may be the subject of license agreements between Outerstuff and a Brand Owner and Outsomer agrees that in such cases it will only sell such Products in territories and using methods of distribution permitted under such applicable license agreements. Customer also agrees not to create any derivative works using any intellectual property related to the Products unless permitted by such applicable license agreements. Customer shall indemnify Outerstuff for any losses Outerstuff incress, is limited by the terms of the applicable license agreement. Outerstuff has no obligation to provide copies of any licensing agreements or any other confidential information or material. Customer shall not have any ownership rights of any kind to any intellectual property not provided by Customer to Outerstuff.

- 6.1 The Customer hereby expressly acknowledges that all Intellectual Property Rights in the Products and any drawings, plans, specifications, sketches, models, photos, images, templates, designs, samples or related materials received from Outerstuff (together with the Products, the "Protected Materials") belong and shall belong to Outerstuff (or the relevant Brand Owner), whether supplied free of charge or paid for. The Customer further acknowledges that the receipt of any Protected Materials including the Intellectual Property Rights
- 6.2 The Customer undertakes that at no point, whether during the term of this Contract or any time thereafter, shall it do anything to prejudice or damage Outerstuff's ownership of, interest in or rights to use (in each case as applicable) the Intellectual Property Rights in the Protected Materials. The Customer undertakes and agrees that it has no right to and shall not (nor directly or indirectly allow, permit or enable any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify or use any Protected Materials in whole or in part other than in accordance with this Contract or Outerstuff's express prior written consent.
- 6.3 The Customer shall comply with all rules for the use of the Protected Materials issued by Outerstuff (including those set out in any branding manual issued by Outerstuff whether issued on its behalf or on behalf or any Brand Owner).
- 6.4 Outerstuff makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Protected Materials, nor as to whether they infringe the Intellectual Property Rights of any third parties

PRICE AND PAYMENT

- 7.1 The price of the Products shall be the price set out in Outerstuff's published price list in force as at the date of delivery, or as otherwise agreed between the parties in writing and confirmed in the Confirmation of Receipt.
- 72 Unless explicitly stated in the Order / Confirmation of Receipt, the price of the Products excludes amounts in respect of value added or sales taxes (VAT) and excludes the costs and charges of packaging, insurance, transport, any applicable taxes and duties and the cost of completing any associated paperwork.
- 7.3 Outerstuff may invoice the Customer for the Products and any additional charges due in accordance with the Contract on dispatch of the Products or at any time thereafter. Outerstuff may invoice the Customer for any costs and expenses incurred by Outerstuff as a result of any delay caused by any instructions of the Customer and/or failure by the Customer for any costs and expenses incurred by Outerstuff as a result of any delay caused by any instructions of the Customer and/or failure by the Customer for any costs and expenses incurred by Outerstuff as a result of any delay caused by any instructions of the Customer and/or failure by the Customer for any costs and expenses incurred by Outerstuff as a result of any delay caused by any instructions of the Customer and/or failure by the Customer for any costs and expenses incurred by Outerstuff as a result of any delay caused by any instructions of the Customer and/or failure by the Customer for any costs and expenses incurred by Outerstuff as a result of any delay caused by any instructions of the Customer and/or failure by the Customer for any costs and expenses incurred by Outerstuff as a result of any delay caused by any instructions of the Customer and/or failure by the Customer for any costs and expenses incurred by Outerstuff as a result of any delay caused by any instruction of the Outer failure by the Customer failure by give Outerstuff adequate or accurate information or instructions.

Outerstuff LLC - Terms & Conditions of Sale

For use in sales within U.S. and its possessions

- 7.4 The Customer shall pay each invoice received from Outerstuff in full and in cleared funds within thirty (30) calendar days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Outerstuff. Time of payment is of the essence. In the event of any errors or omissions on an invoice, Outerstuff shall have the right to re-issue a corrected version of the same within a reasonable time following the discovery of such error or omission
- If the Customer fails to make any payment due to Outerstuff under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of four per cent (4%) per annum above the base lending rate issued by LIBOR from time to time. Such interest shall accrue on a daily basis from the due date until actual payment 7.5 of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.6 Outerstuff reserves its statutory right to claim interest and compensation for debt recovery costs under this clause for the price once payment becomes due notwithstanding that title may not have passed.
 - The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Outerstuff may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Outerstuff for any deduction or withholding required by law).
- 7.8 In the event any fees, payments and/or expenses paid to Outerstuff by the Customer are subject to any deduction or withholding in respect of tax, Outerstuff would have received in the absence of any such deduction or withholding.

TERMINATION

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11.3

8.1 Without limiting its other rights or remedies. Outerstuff may terminate this Contract with immediate effect by giving written notice to the Customer if:

- the Customer commits a material breach (which includes failure to pay any amount due under the Contract and/or any Order on the due date for payment) of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen
- (14) days of being notified in writing to do so: (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver
- the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business,

appointed to any of its assets or ceasing to carry on business; or

- On termination of the Contract for any reason: (a) the Customer shall immediately pay to Outerstuff all of Outerstuff's outstanding unpaid invoices and interest; and (b) Outerstuff shall have the right to cancel any Orders for Products placed by the Customer before termination if delivery would fall due after termination, whether or not such Order has already been
- 8.3 Termination of the Contract shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination (including clauses 5.3 and 6 to 12) shall remain in full force and effect.

9.

- 9 1 Nothing in these Conditions shall limit or exclude Outerstuff's liability for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; or (c any matter in respect of which it would be unlawful for Outerstuff to exclude or restrict liability.
- 9.2 Subject to clause 9.1 Outerstuff shall under no circumstances whatsoever be liable to the Customer, whether in contract, tot (including negligence) or restitution, breach of statutory duty, misrepresentation or otherwise, for any loss of profit or revenue, loss of business or business or portunity, loss of goodwill or reputation, loss or corruption of personal data, or any special indirect or consequential loss arising out of or in connection with the Contract and/or any Order (and/or Outerstuff's performance of the same), whether or not Outerstuff has been advised of, or is otherwise aware of the possibility of such loss and/or damage.
- 93 Subject to clauses 9.1 and 9.2, Outerstuff's total aggregate liability to the Customer, in respect of any loss incurred by the Customer arising under or in connection with the Contract and any Order, whether in contract, tort (including negligence) or restitution, breach of statutory duty, misrepresentation or otherwise, shall under no circumstances exceed the amount paid by the Customer to Outerstuff for the Products in the twelve (12) months immediately prior to the event giving rise to the loss

10. INDEMNITY

10.1 The Customer shall indemnify, defend and hold harmless Outerstuff and its Affiliates against all Loss suffered or incurred by Outerstuff and/or its Affiliates arising out of or in connection with:

- any claim made against Outerstuff by a Brand Owner, to the extent that such claim arises out of the Customer's breach, negligent performance or failure or delay in performance of this Contract (including, without limitation, clause 5.3 hereof) or any Order.
- (b) any claim made against Outerstuff by a third party arising out of or in connection with the supply of the Products by the Customer to such third party, to the extent that such claim arises out of the Customer's breach, negligent performance or failure or delay in performance of this Contract or any Order;
- (c) any claim made against Outerstuff by a third party for death, personal injury or damage to property arising out of or in connection with defective Products, to the extent that the defect in the Products is attributable to the Customer's acts or omissions; and/or
- (d) Customer's negligence or willful misconduct.

11. CONFIDENTIALITY

11 1 Each Party undertakes that it shall not at any time disclose to or share with any person any Confidential Information, except as provided by clause 11.2.

112 Each Party may disclose the other Party's Confidential Information:

- to those of its employees, officers, agents, representatives or advisers who need to know such information for the purpose of carrying out the Party's obligations under this Agreement (each a "Recipient"). Each Party shall ensure that each Recipient complies with this clause 11; and
- as may be required by law, court order or any governmental or regulatory authority.
- The Receiving Party shall ensure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Contract as if the Recipient was a party to this Contract.
- 11.4 Clause 11.1, clause 11.2 and clause 11.3 do not apply to information which:
 - is at the time of disclosure in, or thereafter comes into, the public domain other than through breach of this Contract by the Receiving Party or a Recipient; or
 - was known to the Receiving Party (without obligation to keep such information confidential) at the time of disclosure by the Disclosing Party;
 - becomes available to the Receiving Party on a non-confidential basis from a source other than the Disciosing Party (provided that such source, to the knowledge of the Receiving Party, is not or was not bound to maintain the confidentiality of such information); or
- has been independently developed by the Receiving Party without access to or use of the Confidential Information of the Disclosing Party. 11.5
 - No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Contact or any Order.

12.

- 12.1 Force Majeure. Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to performing, or failure to performing such obligations under this Contract if such delay or failure result from a Force Majeure Event. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for ninety (90) days, the Party not affected by the Force Majeure Event may terminate this Contract by giving thirty (30) days' written notice to the affected party.
- 12.2 Assignment and other dealings, Outerstuff may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract and any Order. The Customer may not assign, transfer, mortgage
- harge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract or any Order without the prior written consent of Outerstuff.
- Entire agreement. This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract. 12.3
- 124 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).
- 12.5 Waiver, A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise of, any right or remedy shall not. (a) waive that or any other right or remedy, nor (b) prevent or restrict the further exercise of that or any other right or
- 12.6 Severance, If any provision or part-provision of the Contract is, or is determined to be, invalid, illegal or unenforceable by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision or part-provision under this clause shall not affect the validity and enforceablity of the rest of the Contract.
- 12.7 Notices, Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service. A notice or other communication shall be deemed to have been received: (a) if delivered personally, when left at the address referred to above; or (b) if sent by pre-paid first class post or other next working day delivery service, at 0900 GMT on the second Business Day after posting
- 12.8 Third party rights. No one other than a Party to this Contract and their permitted assignees shall have any right to enforce any of its terms, save that Outerstuff's Affiliates may enforce the terms of clause 10.
- Governing law and Jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of the State of New York. Each Party irrevocably agrees that the courts of the State of New York located within the Borough of Manhattan shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation. Notwithstanding the foregoing, Outerstuff shall nevertheless still have the right to apply at any time for injunctive, other interlocutory or 12.9 emergency relief to any court of competent jurisdiction.
- 12.10 Definitions. For the purposes of this Contract:
 - "Affiliate" means: (a) any person or entity which directly or indirectly or indirectly owns or Controls, is directly or indirectly owned or Controlled by, or is under common Control with, Outerstuff; and (b) includes Outerstuff's and its Affiliates' shareholders, members, partners, directors, officers, managers, employees, agents, successors and assigns, "Brand Owner" means any third party owner or authorized licensee of intellectual Property Rights in the Products which Outerstuff has entered into a license with authorizing Outerstuff to produce, promote and sell, and grant the right to others to promote and sell, the Products, and use the relevant intellectual Property Rights in respect of the
- same: (c) "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in the United States are ordinarily open for business;
 - "Confidential Information" means all non-public, confidential and/or proprietary information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by one Party ("Disclosing Party") to the other Party ("Receiving Party") whether before or after the date of this Contract. Without limiting the generality of the foregoing, Confidential information includes any information (whether tangible or intangible, printed, electronic, or otherwise) disclosed by the Disclosing Party to the Receiving Party may have access to, which is or should be reasonably understood to be non-public, confidential and/or proprietary given the nature of the information and the circumstances of its disclosure, including information relating to the Products (including pricing and price lists), the Protected Materials, the operations, processes, plans or intentions, product information and specification, know-how, design rights, trade secrets, pricing and marketing strategies, customer lists, market opportunities and business affairs of the Disclosing Party:
- (e) "Force Majeure Event" means any act of God, (including, without limitation, fire, flood, earthquake, climatic conditions (including severe weather)), civil disorder, acts of war or terrorism, suspension of critical transportation links, disease, strikes, lockouts or other labor difficulties, blockades, embargoes, boycotts, delay or inability to obtain supplies, labor, raw materials or energy through a Party's usual and regular sources, or any law, regulation or other action adopted or taken by any governmental authority, or any other event, circumstance or cause not reasonably within the non-performing Party's contro
- (f) "Intellectual Property Rights" means: (a) patents, inventions, developments, designs, copyright and related rights, database rights, tade secrets, processes, systems, technical information, know how, moral rights, improvements, trademarks and related goodwill, trade names, brand names, service marks, logos, symbols, trade dress or design (all whether registered or unregistered or unregistered) and rights to apoly for registration; (b) all other rights to a similar nature or having an equivalent effect anywhere in the world; and (d) all applications, extensions and renewals in relation to any such rights; and
 - "Loss" means loss, damage or liability, including (by way of example only) all costs claims, suits, actions, proceedings, damages, losses, penalties, fines, liabilities and expense of investigation and defense of any claim (including reasonable legal fees and disbursements, consultants fees and disbursements), and in each case whether such

12.11 Interpretation: For the purposes of this Contract: (a)

- a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provisions, as amended or re-enacted;
 - a number of days will be calculated as exclusive of the first day and inclusive of the last day unless the last day falls on a day which is not a Business Day in which case the last day will be the next succeeding Business Day;
- any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative, without limitation, and shall not limit the sense of the words preceding those terms; and (c) (d)
 - an obligation on a Party not to do something includes an obligation on that Party not to allow that thing to be done by any of its employees, agents or any third party under its control.





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