

# Terms & Conditions

**THESE TERMS AND CONDITIONS APPLY TO THE CONTRACT BETWEEN US FOR THE SUPPLY OF GOODS ORDERED BY YOU, BUT DO NOT AFFECT ANY STATUTORY RIGHTS YOU MAY HAVE.**

## **1. Order Acceptance**

All new customers will be asked to pay for their order via proforma invoice prior to products being supplied. Re-orders will be charged on 30 day payment terms if you are an authorised credit account customer. Our acceptance of your order brings into existence a legally binding contract between us. Customers are reminded that they should satisfy themselves that the product they are ordering is suitable for their requirements and no responsibility is placed with Aurora Eco Products Ltd for their decision.

## **2. Price**

The prices payable for goods you order, and their delivery is as set out in the quote. We reserve the right to change the prices shown at any time and we will contact you before we confirm the order if there are any changes.

## **3. Returns**

Goods returned will be accepted entirely at Aurora Eco Product's discretion, within 30 days of delivery to you provided they are returned unused in perfect condition and in its original packing. You must contact us for authorisation to return goods on 07821 115050. Any goods returned without authorisation or which are not in the condition set out above will be rejected and returned to you at your cost.

## **4. Availability**

We endeavour to hold sufficient stock to meet all orders, if for any reason goods are not in stock then credit or debit cards are not debited until those goods are dispatched to you.

## **5. Personalised Products**

The delivered quantity of your product may vary by  $\pm 10\%$  of the ordered quantity.

## 6. Delivery

Goods held in our warehouse are usually dispatched within 3 – 7 working days for delivery on the UK mainland. Please request details of deliveries outside the UK mainland. Risk of loss or damage to the goods shall pass to you upon delivery. Claims for damage to goods must be noted at the time of delivery and notified to in writing within 3 days of delivery to you. Claims for non-delivery of goods must be notified to Aurora Eco Products Ltd in writing within 7 days of the invoice date.

## 7. Orders Damaged in Transit

While every effort is made in packing your order, occasions will arise where a package may be damaged in transit. To ensure your order is received complete and undamaged, we recommend the following:

- Verify the number of packages delivered with the packing slip provided.
- Inspect the entire consignment for visible damage prior to accepting it and note any damage on the delivery POD (proof of delivery) before the courier leaves. By writing “unchecked” or “received but not as yet accepted” or any other terminology, will not be accepted by Aurora Eco Products Ltd as being a way of not being able to check goods immediately whilst the courier representative is in attendance and will therefore void any claim for damaged goods.
- Unpack your order immediately and inspect for hidden or concealed damage.
- Should any damage be discovered, retain the consignment carton and any inner packaging. Hidden or concealed damage must be reported within 24 hours after delivery and after this stated time period, no claims for damage will be accepted.
- Contact Aurora Eco Products Ltd immediately on 07821 115050 to inform us of any damage to goods. Please have your order number, consignment information and tracking number (if available) ready to assist us in this process.

***“Do not attempt to return any item to Aurora Eco Products Ltd without a prior written authorisation”***

## 8. Goods Delivery Handling Responsibility

You will need to be sure that you have sufficient and proper equipment and that your own designated personnel are available to unload products/goods delivered to your premise(s) as the delivery companies' drivers are not obliged/required to provide assistance in unloading and or siting your order. In all cases, drivers will unload the vehicle to your premise(s) kerbside/loading bay area.

## **9. Cancellations**

If you need to cancel an order, please contact us by phone as soon as possible. You will be responsible for any incurred freight costs on orders that have been dispatched prior to cancellation, for orders that are refused at time of delivery, and orders that are returned to us due to incorrect delivery information.

## **10. Delays beyond our control**

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

## **11. Governing Law**

The contract between us shall be governed by and interpreted in accordance with English law, and the English courts shall have exclusive jurisdiction to resolve any disputes between us.

## **12. Entire Agreement**

These terms and conditions, delivery details and contact details, set out the whole of our agreement relating to the supply of the goods to you by us. These terms and conditions cannot be varied except in writing signed by one of our directors. In particular nothing said by any of our staff should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. We shall have no liability for any such representation being untrue or misleading unless it is made fraudulently.

## **13. Exclusion of Liability**

a. We shall not be liable in any way for any loss of revenue, profit, goodwill or any consequential or indirect or special loss or damage arising out of the purchase of any goods by you from us or late or non-delivery of goods

b. Any liability not excluded by paragraph (a) above (or any exclusion of liability which is held by a court of competent jurisdiction to be invalid or unreasonable) shall be limited to a maximum aggregate liability per claim of £100,000.

c. You agree and confirm that you are in a better position than us to assess and estimate any likely damage or loss that you may incur in connection with the order of any goods from us and that we cannot therefore insure any likely damage for which we have excluded liability under this cause.

d. Nothing in this clause shall exclude liability for death or personal injury arising from the negligence of Aurora Eco Products Ltd or its employees or agents, or any other liability, which it is prohibited from excluding at law.

#### **14. Copyright designs**

It is the client's responsibility to gain authorisation to use any copyrighted material/ logos on their cups

#### **15. Designs**

We may occasionally use examples of cups produced for brochures, samples, websites and exhibitions. If this is not acceptable it must be clearly stated on official order or artwork approval.

#### **16. Disposal of over runs and misprints**

Aurora Eco Products Ltd reserves the right to dispose of over runs / misprints in the most environmentally way possible, if this is not acceptable it needs to be stated before accepting quotation.

#### **17. Cup capacities**

All sizes quoted are for a nominal serving, they cannot be used as a legal measure for serving alcohol and are not representative of brim fill capacity.

The exception to the above statement is the 10oz – ½ pint and 20oz – pint cups which are legally compliant.

### **18. Paper product usage and storage**

Due to the nature of the materials used to manufacture paper products it is recommended that items are stored in an ambient temperature. The ideal storage temperature ranges between 18°C and 22°C, while humidity should be maintained between 40% and 55%. Deviations from these ranges can lead to damage: high humidity promotes mould, while low humidity risks brittleness and warping.

In addition to this paper cups designed for hot beverages are typically tested to withstand temperatures up to 190°F (95°C). Drinks served above this temperature may cause more rapid degradation of the cup.

Aurora Eco Products accepts no responsibility for issues arising from cups that have been stored or used outside of the above recommended parameters

### **19. Payment methods**

Aurora Eco Products allows the facility to pay via credit card, an additional fee of 2% will be added to invoices for clients wishing to use this facility.

### **20.Call Recording**

Phone calls may be recorded for training and quality purposes