

Terms and Conditions for the Supply of Goods to Consumers

1. Introduction

These are the terms and conditions ('Conditions') referred to in your order ('Order') for us to supply you with Paleetoy Playsets ('Goods').

They describe the terms on which we will sell the goods to you. In particular, we must deliver the correct goods to the right place at the agreed time in good condition, and they explain our legal responsibility to you if we fail to meet these standards.

They also explain that you must pay us the correct price, and when legal ownership of the goods passes from us to you. These issues are important for insurance and risk purposes, and so we have also included a clause to explain the position if goods are damaged or delayed for reasons outside anyone's control (including natural causes).

This introduction is designed to give you an overview of these Conditions, but it is not part of the Conditions themselves.

2. The Contract

2.1 The Order is your offer to buy the goods from us on these Conditions, and you must make sure that the Order (and any required standards or measurements or specification of the Goods that form part of your Order) is correct.

2.2 When we send you a written acceptance, you have a binding contract with us ('Contract'), and these Conditions are part of it.

2.3 The Contract is our entire agreement. No previous statements or representations that we have made to you form part of the contract unless they are written into it. This includes samples, drawings, advertising, catalogues and other promotional or descriptive material.

2.4 If either of us needs to give the other a notice under the contract ('Notice'), the Notice must be given properly to be effective. Clause 9.4 explains how to give a proper Notice.

2.5 We will ensure that the following information is given or made available to you prior to the formation of the Contract between us and you, unless such information is already apparent from the context of the transaction:

2.6.1 The main characteristics of the Goods;

2.6.2 Our identity and contact details;

2.6.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

2.6.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;

2.6.5 Where applicable, the arrangements for payment, delivery and the time by which we undertake to deliver the Goods;

2.6.6 Our complaints handling policy;

2.6.7 We shall ensure that you are aware of our legal duty to supply goods that are in conformity with the Contract;

2.6.8 Where applicable, details of after-sales services and commercial guarantees;

2.6.9 Where applicable, the functionality, including appropriate technical protection measures, of digital content; and

2.6.10 Where applicable, any relevant compatibility of digital content with hardware and software that we are aware of or might reasonably be expected to be aware of.

3. The Goods

3.1 The Goods are described on our website.

3.2 If the Goods have been manufactured at your request or to any specification that you have supplied, you will pay for all expenses, losses and costs that we suffer from any claim made against us for breach of someone else's intellectual property rights. This applies even after this contract has ended and includes the value of any damages which a court orders us to pay.

3.3 We are allowed to change any of our specifications, or any specification that you have supplied, if this is necessary to comply with any regulations.

4. Delivery of the Goods

4.1 We will give you a delivery note with each delivery of Goods. It will state the Order date, the Order reference number, the type and quantity of Goods, the storage instructions, and the outstanding balance of the Order if we are delivering Goods by instalments.

4.2 We will deliver the Goods to you within 30 working days after we send you a Notice that they are ready. However, Delivery dates are approximate, and time of delivery is not guaranteed. Delivery will be completed when the Goods are delivered to the delivery address on your Order or the Goods have been collected by you.

4.3 If we fail to deliver the Goods, our legal responsibility to you will be limited to your costs of obtaining replacements of similar type and quality at the cheapest available price, less the price of the Goods. We will not be legally responsible to you for non-delivery if you give us inadequate delivery or other supply instructions.

4.4 We are allowed to deliver the Goods in instalments. If we do this, each instalment will make up a separate contract with its own invoice and payment arrangements. If an instalment is delayed, you may not cancel other instalments because of the delay.

4.5 If we refuse to deliver the Goods, you may treat the Contract as being at an end and we will reimburse you without undue delay. Alternatively you may, instead of treating the Contract as being at an end, specify a new delivery time or time period. If we continue to fail to deliver the Goods, you may treat the Contract as being at an end and we will reimburse you without undue delay.

5. Warranties

5.1 We want you to be satisfied with the quality of the Goods and so we offer you the following promise for **1** months from the delivery date:

5.1.1 the Goods are the same in all material respects as their description. We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in our sales and marketing literature *and descriptions provided by our salespeople*. We don't, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

5.1.2 the Goods are free from significant defects;

5.1.3 the Goods are of satisfactory quality;

5.1.4 the Goods are suitable for any purpose that we have specified.

5.2 If you discover that some or all of the Goods do not meet this promise, you can either reject them within 30 days of their receipt by notice in writing to us, or require us to repair or replace them, or (if we fail to do that) require us to refund you the price of the defective Goods. This will only apply, however, if you have done the following:

5.2.1 given us a reasonable opportunity of examining the Goods, and

5.2.2 returned the Goods to us at our address and cost, if requested.

5.3 Our promise does not apply if:

5.3.1 you continue to use the Goods after you have given us Notice of a defect;

5.3.2 the defect has arisen because you have failed to follow any written or oral instructions on the use, storage, installation, or maintenance of the Goods;

5.3.3 the defect arises because we followed your instructions, specifications, drawing or design;

5.3.4 you alter or repair the Goods without previously getting our written agreement;

5.3.5 the defect is a result of fair wear and tear, negligence, (being your lack of reasonable care), abnormal storage or working conditions, or deliberate damage;

5.3.6 changes have been made to the goods to comply with regulations which apply to them.

5.4 Our promise only applies on the basis of this clause, but it also applies on the same basis to any repaired or replacement goods that we supply.

5.5 You may cancel your Order at any time before we dispatch the Goods by contacting us in writing.

5.6 You may also cancel your Order within 14 days of receipt of the Goods if it is placed with us electronically. If you have already paid for the Goods, the payment will be refunded to you within 14 days of your cancellation (including delivery costs). You agree that this cancellation right does not apply if the Goods you have purchased are digital goods and you have authorised us to download those digital goods to you prior to the expiry of such 14 day period, or if the Goods have been personalised for your use.

5.7 We may cancel your Order at any time before we despatch the Goods in the following circumstances:

5.7.1 The Goods are no longer in stock and we are unable to re-stock (if, for example, the goods are discontinued); or

5.7.2 An event outside of our control set out in Clause 8.3 continues for more than 14 days.

5.8 If we cancel your Order under sub-Clause 5.7 and you have already paid for the goods, the payment will be refunded to you within 14 days. If we cancel your Order, the cancellation will be confirmed by us in writing.

6. Ownership and Risk

6.1 The risk of damage to the goods or their loss passes to you on completion of delivery. (Completion of delivery is explained in clauses 4.4 and 4.5.). You should make sure that you insure the Goods from this time onwards.

6.2 Ownership of the Goods passes when you have paid us for them in full. Until the ownership passes to you, we will still own the Goods.

7. Price and Payment

7.1 The price of the Goods is stated in our acceptance of your Order ('Price'). It does not include packaging, insurance and transport costs for which we will invoice you.

7.2 We are allowed to increase the price, by giving you a Notice of increase up to *[Number of Days]* days before we deliver the Goods, but only to take into account any of the following:

7.2.1 things which are beyond our control (examples include tax changes, foreign exchange fluctuations, increases in the costs of labour, manufacturing, and/or materials, and those matters set out in Clause 8.3);

7.2.2 changes in delivery dates, or quantities, types, or specifications of Goods that you have asked for;

7.2.3 delay caused by you, or your supplying us with inadequate or inaccurate instructions.

7.3 You must pay our goods in full when ordering. If you fail to pay on time, we may charge you interest at 5% per year above the Bank of England's base rate from time to time from the due date until payment of what you owe us, whether that happens before or after any court judgment on the debt that you owe. The interest will be earned daily and you must pay it all with the overdue amount.

7.4 You are not allowed to hold back any payment due to us as a set-off or credit or counterclaim against some other amount that you think we owe you unless the law allows it. However, we may set off any amount you owe us against any amount we owe you.

7.5 We have made every reasonable effort to ensure that our Prices are correct. Prices will be checked when we process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, we will ask you how you wish to proceed.

7.6 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where we have already received payment in full from you.

7.7 Our Prices *exclude* the cost of delivery. *Delivery costs will be added on to the final sum due.*

7.8 All payments for Goods must be made in advance before we can despatch the Goods to you.

7.9 We accept the following methods of payment: Details to be provided later.

7.10 Credit and/or debit cards will not be charged until we despatch the Goods to you.

8. Limitations on our Legal Responsibilities

8.1 We will not be legally responsible to you for any loss of profit or any loss which you allege arises as a consequence from our contract with you, and our total legal responsibility to you under the contract will not exceed the Price of the Goods.

8.2 These Conditions do not limit our legal responsibility for death, personal injury caused by our unreasonable carelessness (known as negligence) or that of our employees, agents or sub-contractors, fraud, defective products under the piece of legislation known as the Consumer Protection Act 1987, breach of the requirements that our goods be of satisfactory quality, fit for purpose, match a sample, or match a model seen; or any other matter that the law says we can't exclude (for example under the Consumer Rights Act, 2015).

8.3 Neither of us will be legal responsible to the other for failure or delay in carrying out this contract which is caused by an event beyond our reasonable control, which we could not have foreseen or which was unavoidable. This includes industrial disputes, energy or transport failures, acts of God, war, terrorism, civil unrest (such as riots), explosions, mechanical breakdown, natural disasters, deliberate damage, or being let down by suppliers or sub-contractors.

8.4 We only supply goods for domestic and private use, we make no warranty or representation that the goods are fit for commercial, business or industrial use of any kind (including re-sale).

9. Data Protection

9.1 We will deal with any personal data in accordance with our privacy policy and all applicable data protection and privacy legislation in force from time to time in the UK including (i) the UK GDPR; (ii) the DPA 2018 (and regulations made thereunder); and (iii)

all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.

10. General

10.1 We are allowed to transfer our rights and responsibilities under this Contract to someone else, for example by assignment, a legal charge or sub-contracting our rights and obligations under this contract, but you may not do any of these things unless we have previously agreed in writing that you can.

10.2 Nobody other than you and us may rely on any terms of this Contract.

10.3 Changes to the Contract are only binding if we agree them in writing, sign them and give you a copy.

10.4 If either of us wishes to give a notice to the other under the Contract, we must give it in writing and either deliver it or send it by first class post to the other's registered office (or another address specifically given to the sender for this purpose). Delivery by post will be regarded as completed by 9:00 am on the second day after posting. This arrangement does not apply to the service of any documents in legal proceedings. Our registered office address is *[Insert Registered Office Address]*.

10.5 Delay in exercising a right under the Contract will not take away that right or any other right.

10.6 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

10.7 All complaints are handled in accordance with our complaints handling policy and procedure, available from *[list where]*. Complaints may be initiated by contacting *[list E-Mail address]*.

10.8 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it.

10.9 If any such dispute cannot be settled amicably through ordinary negotiations between the Parties, or either or both is or are unwilling to engage in this process, either Party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

10.10 Any dispute shall not affect the Parties' ongoing obligations under the Agreement.

10.11 This Contract and any dispute or claim relating to or connected with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

10.12 The courts of England and Wales are the only place where any disputes arising from it may be decided unless your rights as a consumer allow you to choose a court in a different jurisdiction.