

Little Acorn Games



Standard Terms and Conditions of Sale (B2B)

Effective Date: 1st January 2026

Scope: These Terms and Conditions ("T&Cs") apply to all sales of Products by Little Acorn Games Ltd ("Seller") to business customers ("Buyer") in the UK or internationally, unless otherwise agreed in writing.

1. Definitions

- **Products** – children's board games supplied by the Seller.
- **Order** – Buyer's written Purchase Order or completed and signed Trade Order Form.
- **Pro-Forma Invoice** – an invoice issued prior to dispatch, outlining payment required to secure an Order.
- **Manufactured Orders** – Orders that require production from the Seller's manufacturer.

2. Order Acceptance

1. All Orders are **subject to acceptance by the Seller** in writing.
2. Acceptance constitutes a **binding contract** under these T&Cs.
3. The Seller reserves the right to **refuse Orders** for any reason, including stock limitations or credit concerns.

3. Prices and Payment

1. All prices are stated **exclusive of VAT** and delivery unless otherwise indicated.
2. **Payment Terms:**
 - First Orders are supplied on **Payment in Advance terms** by issuing a Pro-Forma Invoice unless otherwise agreed in writing; payment must be received in full **prior to stock allocation and dispatch**.
 - For repeat Orders, credit terms may be offered **at the Seller's discretion** in writing.
3. Payment must be made in **GBP** via the method specified on the Pro-Forma Invoice.
4. Late payment may incur **interest at 4% above the Bank of England base rate** and/or suspension of further deliveries.

4. Delivery and Risk

1. Delivery is made to the delivery address specified by the Buyer.
2. **Risk passes to the Buyer upon delivery** to the delivery address specified in the Order. Where the Buyer arranges its own carrier, risk passes to the Buyer upon dispatch.
3. **Title to the goods remains with the Seller until full payment** has been received.
4. Delivery dates are **estimates only**; the Seller is not liable for delays caused by suppliers, carriers, or manufacturing.

5. Manufacture and Pre-Order

1. Some Orders require **production from the Seller's manufacturer**.
2. Once an Order has been **submitted to the manufacturer**, such Manufactured Orders **cannot be cancelled or amended**. By placing such an Order, the Buyer agrees to this condition.
3. The Buyer is responsible for ensuring **order quantities and specifications are correct** at the time of ordering.

6. Cancellations and Amendments

1. Orders may **only be cancelled or amended by written agreement** from the Seller.
2. Certain Orders require production by the Seller's manufacturer; once a Manufactured Order has been **submitted to the manufacturer**, the Buyer cannot cancel or amend the Order, as production and materials are committed.
3. The Seller reserves the right to recover any **costs incurred** for cancelled Orders.

7. Returns and Faulty Products

1. Returns are accepted **only for faulty Products** reported within 7 days of receipt.
2. All returns require **prior written approval**.
3. The Seller is not responsible for damages caused in transit if the Buyer has selected a carrier.
4. Replacement or refund for faulty Products is **at the Seller's discretion**.

8. Buyer Warranties

The Buyer warrants that:

1. It is a **registered business purchasing Products for trade purposes only**.
2. All Products are purchased **for resale to end customers through its shop, website, or other commercial channels**, and **not for personal, non-commercial, or consumer use**.
3. The Buyer will **comply with all applicable laws and regulations**, including health, safety, and marketing standards, when selling Products.
4. The Buyer will provide accurate business and contact information and notify the Seller promptly of any changes.

9. Intellectual Property

1. All trademarks, logos, and designs remain the **property of the Seller**.
2. The Buyer may not reproduce, alter, or use intellectual property **without written permission**.

10. Limitation of Liability

1. The Seller's liability is limited to the **cost of the Products supplied**.
2. The Seller is **not liable for indirect, incidental, or consequential losses**, including lost profits, revenue, or business interruption.
3. Nothing in these T&Cs limits liability for **death or personal injury caused by negligence**.

11. Force Majeure

The Seller is not liable for failure to perform due to **circumstances beyond its reasonable control**, including strikes, supply chain disruptions, natural disasters, or transport delays.

12. Governing Law and Jurisdiction

1. These T&Cs are governed by the **laws of England and Wales**.
2. Disputes will be resolved in the **courts of England and Wales**, unless otherwise agreed in writing.

13. Miscellaneous

1. If any provision of these T&Cs is deemed invalid, it will not affect the remainder.
2. These T&Cs constitute the **entire agreement** between Seller and Buyer regarding the sale of Products.
3. Any variation must be **agreed in writing by the Seller**.