

## **Terms and conditions for wholesale sale of goods.**

**Clean Wine Limited/Simply Argan Limited/SK9N Limited/My Pampered Pets Limited**

**Between the relevant contracting party as above (“We”) and the wholesale customer (“You”).**

### **1. The agreement to sell goods**

1.1. We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us acceptance of your order will occur only when we dispatch your goods and we will confirm dispatch by sending you an email at the email address you have provided to us. Until acceptance of your order by us we will, at our discretion, have the right to refuse your order. If we refuse your order then we will confirm this by sending you an email at the address you have provided to us and we will refund to you any money you have paid.

### **2. Your right to cancel**

2.1. You may cancel your order at any time up to the end of the seventh working day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your order nor will you have to pay any penalty.

2.2. To cancel your order you must notify us in writing.

2.3. You must send the goods back to our contact address at your own cost and risk and you must not unpack the goods when they are received by you.

2.4. Once you have notified us that you are cancelling your order, any sum paid will be refunded as soon as possible and in any event within 14 days of us receiving your returned goods and provided that they are in the same condition as when delivered to you.

### **3. Cancellation by us**

3.1. We reserve the right to cancel the order if:

3.1.1. we have insufficient stock to deliver the goods you have ordered;

3.1.2. we do not deliver to your area; or

3.1.3. one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information.

3.1.4. If we cancel the order we will notify you by email and refund you in full within 14 days of notice of cancellation. We will not be obliged to offer any additional compensation for disappointment suffered.

### **4. Delivery of goods to you**

4.1. We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.

4.2. Delivery will be made as soon as is reasonably possible after your order is accepted and taking account of the delivery option you have paid for and whilst we will make reasonable endeavours

to deliver in the time as detailed on the delivery options this may not always be possible and the indication of delivery time as set out in the delivery options does not make time of the essence.

- 4.3. You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.
- 4.4. If goods are lost or damaged in transit you agree to complete and sign our standard form deceleration form stating this.

## **5. Liability**

- 5.1. If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing of the problem within 60 days of the delivery of the goods in question.
- 5.2. If you do not receive the goods ordered within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 90 days of the date on which you ordered the goods.
- 5.3. If you notify a problem to us under clauses 6.1 or 6.2 above, our only obligation will be, at your option:
  - 5.3.1. to make good any shortage or non-delivery;
  - 5.3.2. to replace or repair any goods that are damaged or defective; or
  - 5.3.3. to refund to you the amount paid by you for the goods in question.
- 5.4. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 5.3.3 above.
- 5.5. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

## **6. Notices**

- 6.1. Unless otherwise expressly stated in these terms and conditions, all notices must be in writing.

## **7. Events beyond our control**

- 7.1. 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, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## **8. Invalidity**

- 8.1. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **9. Third party rights**

- 9.1. Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the United Kingdom Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## **10. Governing law**

- 10.1. This agreement shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

## **11. Entire agreement**

- 11.1. These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf 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. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.