

Terms & Conditions of Business

1. Definitions:

"Buyer" means the person whose order for the sale of the goods and/or provision of the services is accepted by the Seller. "Seller" means Dream Cards Limited. All orders are accepted on the basis of these conditions to the entire exclusion of all other terms and conditions. Any conditions of purchase offered on behalf of the Buyer shall be deemed to be waived by the Buyer on acceptance of the goods or services.

- 2. Price.** The Seller reserves the right to vary prices without prior notification to reflect any increase in the cost to the Seller arising after acceptance of the order, which is due to any factor beyond the control of the Seller, any change in delivery dates, quantities or specifications requested by the Buyer, or any delay caused by instructions of the Buyer. Goods and services will be invoiced at the price set out in the Seller's price list published on the date of delivery or deemed delivery. The price shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, delivery, carriage, insurance etc., subject to such trade discounts or benefits set out in the [order form][invoice] overleaf.
- 3. Variations.** No order which has been accepted by the Seller may be varied or cancelled by the Buyer without the prior written consent of a director of the Seller. Any reduction in order quantity or goods returned (save for faulty goods notified to the Seller within five days of delivery to the Buyer) will only be accepted with prior written approval of the Seller [and will be subject to a handling charge of 10% of the invoiced value or £5.00 whichever is greater, plus delivery charges].
- 4. Delivery and Acceptance.** Acceptance of delivery of goods and/or provision of services (or any part thereof) shall be deemed conclusive evidence of Buyer's acceptance of these conditions. Delivery of the goods shall be made by the Seller delivering the goods to the Buyer's premises or, if some other place for delivery is agreed by the Seller, by the Seller delivering the goods to that place. Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any loss by any delay in delivery of the goods howsoever caused nor will any delay entitle the Buyer to terminate the contract. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing as set out in 3 above. The Seller shall be entitled to make partial delivery or deliveries by instalments and to invoice for such deliveries as are made. If no dates are specified, delivery will be within a reasonable time. The Buyer shall be deemed to have accepted the goods five days after delivery to the Buyer. After acceptance, the Buyer shall not be entitled to reject the goods. Where the Buyer rejects any goods, the Buyer shall have no further rights than those set out in 11 below whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply goods which conform to the contract of sale.
- 5. Non Delivery.** If the Seller is unable to make actual delivery of the goods for any reason, or if the Buyer either fails to take delivery of the goods on the agreed delivery date or delays the delivery date then the Seller may store or arrange the storage of the goods until actual delivery, at the risk and expense of the Buyer, and charge the Buyer the following: reasonable or actual (if with a third party) storage costs (including insurance); all additional transport and handling costs including the additional time of the Seller at its appropriate hourly or daily rates; and receive payment in full for the goods in storage, in accordance with the normal payment terms.
- 6. Notification.** Claims for goods invoiced but not received must be made in writing, stating invoice number, within three days of date of invoice. Complaints concerning goods received damaged must be made in writing, stating nature of damage, date of receipt and invoice number, within five days of receipt of goods. Goods cannot be accepted for return without prior notification and approval by the Seller.
- 7. Intellectual Property and Specifications.** All goods sold in retail packaging may be re-sold by the Buyer only in the packaging supplied by the Seller and in no case may any trade mark other than those applied by the Seller be marked on or applied in relation to the goods. No right or licence is granted under this contract of sale to the Buyer under any patent, trade mark, copyright, registered design or other intellectual property right except the right to use or re-sell the goods and the Buyer acknowledges that such intellectual property remains the property of the Seller. Where goods are to be manufactured or provided in accordance with a design/specification provided by the Buyer, the Buyer warrants that such designs/specifications supplied by the Buyer shall not infringe the rights of any third party and the Buyer shall indemnify the Seller against any and all loss, damage, costs, expenses if such design/specification infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person.
- 8. Display for Sale.** If goods sold in retail packaging are to be displayed on [a] [the] spinner [provided] it is a condition that all pockets on the spinner should be filled with a minimum of three cards per pocket at all times. The complete range of cards purchased should be stocked and displayed as set out above at all times.
- 9. Payment.** The Buyer shall pay the price specified in the invoice (without any deduction) within 30 days of the date of the Seller's invoice, notwithstanding that physical delivery may not have taken place and the property in the goods has not passed to the Buyer. Time for payment shall be of the essence. If the Buyer fails to make any payment on the due date then the Seller may charge interest on the amount unpaid, at the current statutory rate together with such reasonable recovery costs set out in the Late Payment of Commercial Debts Regulations 2002 or any such re-enactment or amendment as may from time to time apply. In the event that a trading discount is granted, the Seller reserves the right to charge back such discount if the above payment conditions are not met. The Seller also reserves the right to withhold further deliveries until all arrears have been paid.
- 10. Force Majeure.** If the seller is unable to perform the services for a reason of force majeure (including, without limitation, by storm, fire, flood, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance) or any other reason outside the Seller's reasonable control, and where the Seller is unable to perform the services for any such reason for a period of more than two weeks the Seller shall be entitled to postpone its performance of the contract until such time as it is reasonably able to re-continue the performance of the services.
- 11. Warranty and Liability.** The Seller warrants that the Goods supplied will at the time of delivery correspond to the description or sample given by the Seller. The Seller shall have no liability in respect of parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 12. Remedies of the Buyer.** Goods which do not conform to the description or sample or that are defective will be replaced (subject to notice provisions in clause 6 above). In the event of any other breach of these conditions or contract of sale by the Seller, the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the goods. Nothing in this clause or these conditions excludes or limits the Seller's liability for death or personal injury where such is caused by the Seller's negligence.
- 13. Consequential Loss.** The Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Buyer, except as expressly provided in these conditions.
- 14. Third Party Rights.** The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and a person who is not a party to this contract shall have no right under that Act to enforce any term of the contract.
- 15. Title and Risk.** Title in the goods shall not pass to the Buyer until the later of delivery and receipt by the Seller of payment in full (in cash or cleared sums) of all sums due or owing on any account. Risk shall pass on delivery of the goods.
- 16. Governing Law.** These conditions and the contract for sale to which they relate shall in all respects be governed by English Law and both the Buyer and the Seller submit to the exclusive jurisdiction of the English Courts.
- 17. Validity.** Terms valid at date of issue. The Seller reserves the right to modify these terms, without notice and such new Terms and Conditions are effective immediately and supersede prior published information.