

Terms & Conditions Of Sale:

- I. In these conditions, unless the context requires otherwise:-
 - "Purchaser" means the person who buys or agrees to buy goods from the Company.
 - "Company" means DOG BANDANA CO. whose registered address is 8 Boundary Street, Northwich, Cheshire, CW9 7TN.
 - "Conditions" means the general terms and conditions of sale as set out in this document.
- II. These Conditions shall apply to all contracts for the sale of goods by the Company to the Purchaser to the exclusion of all other terms and conditions including any terms and conditions which the Purchaser may purport to apply under any purchase order, confirmation of order or similar document. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company. All orders for goods shall be deemed to be an offer by the Purchaser to purchase goods pursuant to these Conditions.
- III. No order resulting from any quotation, invoice, or other similar document made or issued by the Company or any representations about the goods shall be deemed to be binding unless and until confirmed in writing by an authorised representative of the Company. The Company in its absolute discretion may accept or reject any order whether on account of the materials [goods] being no longer available or for any other reason whatsoever. The Purchaser acknowledges that it has not relied on any statement or promise or representation made or given by or on behalf of the Company which is not set out in these Conditions. Whenever possible an order acknowledgement will be sent by the Company by email.
- IV. The Company's terms of business are for full payment to be made at the time the order is placed. The goods will then be made and dispatched once payment has cleared. In the case of export orders [outside of the United Kingdom] payments will be made at the time of purchase. Any additional fees such as import VAT & Duties shall be paid in full by the purchaser.
- V. The Company will endeavour to deliver the item(s) [goods] and that delivery date is approximate only and time for delivery will not be made of the essence unless previously agreed by the Company in writing. The Company shall have no liability in respect of any delay in delivery, however caused. The Company may make instalment deliveries and in these circumstances each delivery shall constitute a separate contract and failure by the Company to deliver any one or more instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the order as repudiated.
- VI. Any damage or shortage shall be reported to the Company and the carriers in writing by the Purchaser within 7 days of delivery. The goods shall be held by the Purchaser for inspection by the Company and provided prompt notice of transit damage or loss is given and provided and it is proved to the Company's satisfaction that such damage occurred in transit in the UK but not otherwise, the Company will at its option repair or replace the goods free of all charges to the Purchaser. Risk of damage to or loss of the goods shall in the case of goods to be delivered to the Purchaser's premises shall pass to the Purchaser at the time of delivery or, if the Purchaser wrongly fails to take delivery of the goods, the time when the Purchaser had tendered delivery of the goods.
- VII. The Company shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, failure to follow the Company's instructions (whether

oral or in writing) misuse or alteration of the goods without the Company's approval, or any other act or omission on the part of the Purchaser or third party. Except as expressly provided in these Conditions, the Company shall not be liable to the Purchaser by reason of any representation, or any implied warranty, condition or other term, or any duty, or under statute, for any direct consequence or loss or damage sustained by the Purchaser (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the supply of goods or their use or re-sale by the Purchaser.

- VIII. The Company reserves the right to make without notice such minor modifications and specifications, designs or materials as it may deem necessary or desirable by experience or which are required to conform with any applicable safety or other statutory or regulatory requirements, or where the goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.
- IX. The Company shall not be liable to the Purchaser by reason of any delay in delivery or in performing, or any failure to perform any of the Company's obligations in relation to the goods, in the delay or failure due to any cause beyond the Company's reasonable control which includes without limitation acts of god, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any government or parliamentary or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or break down in machinery, inability of obtaining any necessary import or export licences or consent of any government or other authority.
- X. All contracts shall in all respects be governed and subject to the law of England and Wales. All disputes arising out of any contract shall be subject to the exclusive jurisdiction of the courts in England and Wales.
- XI. All information held by the Company in relation to the Purchaser shall not be shared with any other company or third parties without prior written consent from the Purchaser. Information shall not be held any longer than legally necessary and is available to the purchaser upon request. All personal data shall be held in compliance with The General Data Protection Regulation 2016/679.
- XII. The goods sold by the Company to the Purchaser are sold as fit for purpose. All items sold are for the intention of being used as dog accessories and should only be used as so. All items sold should only be used under supervision of the Purchaser, the Company shall not be liable for any injuries, death, legal expenses, loss of limb, veterinary bills, or any other harm caused as a direct result from the products [goods] not being used as they were intended to be used, and from negligence from the purchaser.