



Wholesale Terms & Conditions

These conditions apply to all sales of goods by Becka Griffin Illustration ("the Seller") to any purchaser ("the Buyer") and override any assumptions or common wholesale practice; unless specifically agreed in writing by the Seller.

1. SELLING

1.1 The Seller is only allowed to sell the goods to individual customers (opposed to organisations) via the sales channel / premises which has been agreed at the time of the opening order. If subsequent premises are opened, approval from the Seller is required in advance. One-off fairs and markets do not require special approval.

1.2. Re-sale of the goods by the Buyer via the Internet is strictly prohibited unless as part of a hamper or gift set containing other items not supplied by the Seller.

1.3. Sale of the goods to a third party or via a third party is strictly prohibited. Examples of this include sale of the products on Amazon, Ebay or perhaps selling to a local hotel etc.

1.4. Becka Griffin Illustration prohibits the advertising of the goods via any other third party. Examples include affiliate marketing, voucher code websites, price comparison websites etc. If the Buyer promotes offers via these channels, such offers should not be redeemable against BGI products.

1.5. Both parties have the right to terminate this agreement and cease supplying / buying the products at any time given 30 days notice.

2. TITLE & RISK

2.1 Full and complete title of the goods remains with the Seller until payment in full from the Buyer to the Seller. Until such payment the Buyer shall have possession of the goods as fiduciary agent for the Seller and must store goods in such a way as to enable them to be identified as the property of the Seller. If the Buyer is purchasing the goods for re-sale the Buyer may, unless and until the Seller specifies otherwise in writing, in the ordinary course of its business sell the goods to a third party, on the basis that the proceeds of any such sale are held in trust for the Seller.

2.2 The Seller reserves the right to re-possess any goods in respect of which payment is overdue and thereafter to resell those goods. For this purpose the Buyer hereby grants an irrevocable right and licence to the Seller's servants and agents to enter it's premises during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Seller thereunder or otherwise.

2.3 Risk in the goods shall pass on delivery – if goods are damaged while under the care of the Buyer but before the payment has been made, then the payment to the Seller is still due in full.

3. DELIVERY

3.1 Whilst every effort will be made to meet delivery dates mentioned in correspondence such dates are approximate only and not of any contractual effect. The Seller shall not incur any liability by reasons of failure to deliver on any particular date or dates.

3.2 Delivery shall be at the Buyer's premises unless otherwise stipulated or agreed by the Seller.

3.3 Any delivery discrepancy must be notified to the Seller in writing within 72 hours of the delivery.

3.4 Orders will be sent via a trackable delivery method, which will require a signature on arrival. Either the Buyer or their representative must be present to receive the goods. This agreement is between the Buyer and the Seller. Neither the Seller or the third party delivery company that has been contracted by the Seller to carry out the delivery will be held responsible if the Buyer relies on a third party contractor to accept, receive and sign for the handover of goods without the notions of checking for defects of packaging, damaged items or shortage of goods. Nor can the Seller be responsible for any signature discrepancies if a third party has been instructed by the Buyer to take delivery of the goods.

3.5 Should the delivery be missed by the Buyer, it is the Buyer's responsibility to contact the delivery company to re-arrange delivery at an appropriate time.

4. PRICES

4.1 The prices payable for goods shall be those stated in the Sellers Price List. Stated prices apply only to the stipulated quantities. The Seller may at any time revise stated prices to take into account changes in costs occurring between the date of the Order Acceptance and the dispatch of the goods including (without limitation) costs of any materials; carriage; labour or overheads; the increase or imposition of any tax, duty or other levy; and any variation in exchange rates.

4.2 Unless otherwise specified VAT and any other tax or duties payable by the Buyer shall be added to the price.

4.3 Delivery to mainland UK is free on orders over £200. Orders under this amount to mainland UK will be charged a standard rate of £10. All deliveries to non-mainland UK addresses are charged at cost and will be agreed with the Buyer before the goods are dispatched.

5. TERMS OF PAYMENT

5.1 Opening orders are on a pro-forma basis, and will not be dispatched until payment has been made in full. Thereafter payment terms may be agreed between the parties. Where payment terms have been agreed, payment of such invoices shall, unless otherwise specified by the Seller in writing, be made within 30 days of the date of invoice, by BACS.

5.2 Any extension of credit allowed to the Buyer may be changed or withdrawn by the Seller at any time.

5.3 The Seller reserves the right to charge interest on overdue accounts at the rate of 3% over Bank of England base rate to run from the due date for payment thereof until receipt by the Seller of the full amount or not after judgement.

5.4 Invoices shall be paid in full without any deductions.

6. THIRD PARTY RIGHTS

6.1 No condition warranty or representation whether express or implied is given by the Seller that the goods will not infringe the rights of any third party when exported to or used or resold in any country outside the United Kingdom. The Buyer shall be solely liable for establishing whether goods may lawfully be so exported, used or

resold, and shall indemnify the Seller against any and all liabilities, claims, losses and costs arising by reason of any infringement or alleged infringement of third party rights by reason of any such export use or resale.

7. WARRANTY and LIABILITY

7.1 The Seller shall not be liable to the Buyer:

i) for shortages in quantity delivered unless the Buyer notifies the Seller of any claim for short delivery within seventy-two hours of receipt of the goods,

ii) for damage to or loss of the goods or any part thereof in transit (where the goods are carried by the Sellers own transport or by a carrier on behalf of the Seller) unless the Buyer shall notify the Seller of any such claim within seven days of receipt of the goods or fourteen days of the date of dispatch shown in the Sellers advice notice whichever shall be earlier,

iii) for defects in the goods caused by any act, neglect or default of the Buyer or of any third party.

7.2 Where the Seller is found to be liable under the warranty in Condition 7.1 or for the shortages, damage or loss referred to in Condition 7.1 the sole responsibility of the Seller shall be at its option to make good any shortage or non-delivery and/or as appropriate replace or repair any goods found to be damaged or defective and/or to refund to the Buyer the net price paid for the damaged, defective or undelivered goods. Goods which are the subject of a claim must be stored free of charge by the Buyer pending inspection by the Seller.

7.3 The Sellers aggregate liability to the Buyer whether for negligence breach of contract misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods determined by net price invoiced to the Buyer in respect of any occurrence or series of occurrences. In no case will the Seller have any liability for indirect or consequential loss or loss of profit.

8. INSOLVENCY and DEFAULT

If the Buyer enters into a deed of arrangement or becomes bankrupt or compounds with his creditors or if a receiving order is made against him, or if (being a Company) an order is made or a resolution is passed for the winding up of the Buyer (otherwise than for the purposes of amalgamation or reconstruction), or if a receiver or administrator is appointed of any of the buyers assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver, administrator or manager or which entitle the Court to make a winding-up order, or if the Buyer takes or suffers any similar action in consequence of debts or commits any breach of this or any other contract between the Seller and the Buyer, the Seller may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries and/or determine the rights of the Buyer under Condition 2 and/or by notice in writing to the Buyer determine the contract.

9. GENERAL

9.1 Failure by the Seller to exercise or enforce any rights here-under shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

9.2 This contract may not be assigned by the Buyer without the prior written consent of the Seller.

9.3 Notices shall be deemed to have been duly given is sent by First Class post to the party concerned at its last known address. Notices sent by post shall be deemed to have been given three days after dispatch.

9.4 This contract shall be governed by and construed in all respects in accordance with the Laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

Becka Griffin Illustration Limited - 28th February 2015

Becka Griffin Illustration is the trading name of Becka Griffin Illustration Limited (company number 9223638).