

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SUPPLY OF SERVICES BY TOOTSIE TOES

The following terms and conditions govern any contract for sale that we enter into with you. Please read these terms and conditions carefully.

1. Definitions

In these Conditions:

TT means Tootsie Toes

"You" means the person, firm or company who accepts a quotation of TT for the supply of our Services and/or the sale of our Goods or whose order for the same is accepted by TT.

"the Conditions" means the standard terms and conditions of sale set out in this document and (unless the context requires otherwise) includes any special terms and conditions agreed in writing between You and TT.

"the Contract" means the contract for the purchase and sale of TT Goods and or the supply under these Conditions of TT Services.

"the Delivery Address" means the place specified by You to which the Goods are to be delivered to in person, by a courier or postal delivery service.

"the Goods" means the goods (or any part of the goods) referred to in the quotation provided to You or in the order placed by You to be sold by TT in accordance with these Conditions.

"the Services" means the service or services specified in TT's sales literature to be supplied to You by TT in accordance with these Conditions.

2. Basis of the contract

2.1 TT provides all quotations and price lists and accepts all orders in accordance with these Conditions. These Conditions apply to all contracts for goods supplied or work done by TT, their employees or agents or licensees to the exclusion of any other terms and conditions.

2.2 In response to Your enquiry about our Goods and Services, TT shall give You a quotation of the costs involved (incl. delivery costs) if relevant a moulding appointment will be made for You to come to TT's studio or for TT or one of it's employee's or licensee's to visit Your home or some other venue agreed by you and TT. The contract becomes effective when You accept the quotation.

2.3 No variation of these conditions shall be binding unless agreed in writing.

3. Orders and Specifications

3.1 The quantity, and description of the Goods and/or Services shall be as specified in the invoice given to You by TT.

3.2 Any change in the quantity or description shall require the agreement of both parties and may involve an adjustment in the price.

3.3 No order which has been accepted by TT may be cancelled by You except with the agreement in writing of TT on the terms that You shall indemnify TT in full against all loss, costs (including the costs of all labour and materials used), damages, charges and expenses incurred by TT as a result of the cancellation.

3.4 TT's Goods are made to Your specific order and TT will always endeavour to ensure that the Goods requested are suitable for Your needs prior to accepting Your order. TT have a range of literature and a website where many of the Goods can be viewed prior to purchase.

4. Price

4.1 The price of the Goods and the price of delivering the Goods shall be the price listed in TT's invoice in line with TT's published price list current at the date TT accept Your order or such other price as may be agreed in writing by TT and You. In the case of error, TT reserves the right to change the price.

4.2 The price is inclusive of any applicable value added tax, sales or taxes of a similar nature which are imposed by any competent fiscal authority in respect of the Goods.

4.3 In addition to the invoiced price of the Goods You will be liable for all import duties applicable in Your location.

4.4 Unless otherwise stated all quoted pricing is in Pounds Sterling.

4.5 Where the moulding appointment takes place at Your home address, an additional charge is made for travelling costs. The amount for this charge shall be specified in Your invoice and you will be notified in advance of the moulding appointment of how much this will be.

4.5 Prices for Goods to be delivered to a Delivery Address within the UK include the cost of delivery. You will be notified of the price of delivery to Delivery Addresses outside of the UK and payment will be requested from You in advance of the Goods being delivered.

5. Terms of Payment

5.1 Unless otherwise agreed, payment in full for TT casting Goods or Services becomes due from You at the time of the moulding appointment when TT will provide You with an invoice.

5.2 Payment in full for all pre-made products becomes due at the time you place Your order.

6. Delivery

6.1 You will be given an estimate of the delivery date at the time TT accept Your order. TT will use their best endeavours to meet any delivery deadline specified by You but all delivery times offered by TT are to be treated as best estimates and no penalty can be accepted for non-compliance with them.

6.2 If unforeseen circumstances arise, which prevent TT from meeting a delivery deadline specified by You, TT shall notify You as soon as reasonably possible with as much advanced notice as circumstances allow.

6.3 Delivery of the Goods shall be made by TT using a courier or postal service of TT's choice.

6.4 Where Goods are to be collected by You from TT's studio or some other agreed venue, TT shall notify you by telephone that your Goods are ready for collection and shall give you an appointment date and time to attend and collect Your Goods.

6.5 TT shall not be liable to You or be deemed to be in breach of the Contract if you elect to attend to collect your Goods without having been given an appointment and as a consequence Your Goods are not ready for collection.

7. Damaged Goods & Returns

7.1 Many of TT's Goods are made of materials, which may be damaged if not handled with care. TT packages all Goods with protective packaging to minimise the risk of damage during transport.

7.2 If any Goods received by You are in an unsatisfactory condition the following courses of action must be taken:

7.2.1 If the outer packaging is visibly damaged, then the Goods should be signed for only after You have noted that the packaging has been damaged.

7.2.2 If the Goods are found to be damaged after unpacking, You must inform TT immediately, who shall arrange with You for the Goods to be returned to TT, initially at your expense. When after inspection of the Goods, TT are satisfied that the Goods were damaged during transit and through no fault of Yours, TT will reimburse You the cost of returning the Goods.

7.2.3 TT shall bear no liability to You for damage which is not reported to them within 24 hours of You receiving the Goods.

7.2.4 Any returns made to TT for any reason, at anytime, must be returned in the original packaging, or its direct equivalent. Where the original packaging is so damaged as to not be able to provide sufficient protective packaging for the returned Goods, new outer packaging must be used and the original packaging returned with the returned Goods and transported by a courier or postal service chosen by TT for inspection by TT.

7.3 Where notification of damage is given in accordance with 7.2.2 TT shall either replace the Goods with Goods of satisfactory quality or (at their option) shall credit You with the price of the Goods.

8. Risk and Property

8.1 Where the Goods are to be delivered to the Delivery Address ownership and risk, damage to or loss of the Goods shall pass to You on delivery. TT does not insure Goods during transit.

8.2 Where the Goods are to be collected by You from TT's studio or some other venue agreed by You and TT, ownership and risk, damage to or loss of the Goods shall pass to You on collection.

8.3 Ownership of the original moulds used to produce casting Goods remains with TT.

9. Warranties and liability

9.1 TT take pride in the quality of their Goods and warrants to You that the Goods:

9.1.1 will be of satisfactory quality;

9.1.2 will be free from defects in materials and workmanship; and,

9.1.3 will correspond with Your reasonable specification.

9.2 If You notify TT that You are not satisfied with the quality of the Goods, TT shall discuss with You the reason for any dissatisfaction. If it is agreed that the Goods are not of satisfactory quality, then TT shall arrange for the Goods to be returned and shall either, replace the Goods with Goods of satisfactory Quality or (at their option), shall credit You with the price of the Goods.

9.3 TT stands by its products which are handcrafted and unique to each customer order. TT shall endeavour to ensure that You are completely satisfied with the Goods. However, complaints about the Goods which relate to matters other than the satisfactory quality of the Goods, shall not entitle You to either replacement Goods or the return of the price of the Goods unless expressly agreed in writing by TT.

9.4 Frames are handmade and vary slightly from TTs display models. All frames are made from separate cuts of wood, there may also be some variation in texture and colour with each frame. These variations shall not render the Goods of unsatisfactory quality nor entitle You to either replacement Goods or the return of the price of the Goods.

9.5 TT shall indemnify You against all liability and losses awarded against or incurred by You which result from any breach of warranty given by TT provided, that total liability of TT shall in no circumstances exceed the price of the Goods.

9.6 Neither TT nor You shall be liable to the other nor deemed to be in breach of the Contract by reason of any delay in performance or any failure to perform, any of its obligations in relation to the Contract, if such delay or failure was beyond TT's or Your control. Examples of causes beyond either party's reasonable control include:

9.6.1 Act of God, explosion, flood, tempest, fire or accident;

9.6.2 War or threat of sabotage, insurrection, or civil disturbance; and,

9.6.3 Acts, restrictions, bye-laws, prohibitions or measures of any kind or part of any governmental, parliamentary or local authority.

10. Aftercare

TT are happy to advise or assist with any subject relating to the correct usage, cleaning, storage or repair of any of its Goods.

11. Governing Law

This agreement and the performance of both parties shall be governed by the law of England and Wales.

12. Indemnity (Third Parties)

You shall indemnify TT against all claims made against TT by a third party in respect of Goods and Services supplied by TT.

13. Severability

If any part of these terms and conditions is found to be illegal, void, or unenforceable for any reason, then such clause or section shall be severable from the remaining clauses and sections of these terms and conditions, which shall remain in force.