

Term & Conditions (T&C's)

partridge **Peartree**

the promotional company

AVAILABILITY All items detailed are subject to availability. Please check with our sales team before ordering.

PRICES All prices are quoted in stg. and are exclusive of VAT.

COPYRIGHT It is taken as implicit in the acceptance of all branding that the customer is either the copyright holder or an authorised user, licensed by the copyright holder and that the customer will indemnify Partridge Peartee Ltd. in full against any claim of infringement that may arise.

EXPRESS Standard lead times for delivery are 2-4 weeks, orders required sooner will incur express charges ranging from £35.00

NO GOODS WHATSOEVER Are sold on a 'sale or return' basis. The company will accept no charge for carriage and packing for the return of any goods.

CANCELLATIONS All orders accepted cannot be cancelled by the buyer and must be paid in full.

WE RESERVE THE RIGHT On all orders to deliver up to 5% over or below the ordered quantity without prior notification.

SAMPLES PLUS P.P. Will be invoiced. A credit note will be raised, if goods are returned in same condition within 21 days.

GOODS Dispatched to a third party at the purchaser's request are entirely as the purchaser's own risk.

SHORTAGES Or non-delivery must be notified within 48 hours.

TITLE Ownership does not pass from Partridge Peartree Ltd. until payment in full has been received.

CARRIAGE Will be charged at cost.

DELIVERY Whilst the Company will reasonably endeavour to deliver the Goods in accordance with the Customer's requirements, the Company will not be liable for any consequences of any delay in the delivery of the Goods, howsoever caused.

Unless otherwise agreed in writing by the Company, the delivery of the Goods shall take place at the Customer's place of business. The Goods will be delivered to a ground floor entrance location.

If so stipulated in the Company's written acknowledgement of order, the Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading and loading the Goods.

If delivery involves difficult access to or at the Delivery Point and/or the Delivery Point is located at an unreasonable distance from any feasible vehicular access

point, the Company reserves the right to levy an extra delivery charge.

If the Company delivers to the Customer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

The Company may deliver the Goods by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of the Contract.

Each installment shall be a separate contract.

No cancellation or termination of any one contract relating to an installment shall entitle the Customer to repudiate or cancel any other contract or installment.

If for any reason the Customer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations, the Company will charge the Customer an abortive delivery charge and:

- risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- the Goods shall be deemed to have been delivered; and
- the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the price for the Goods.

FORCE MAJEURE

The Company reserves the right to defer the date of delivery of the Goods, or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or any inability or delay in obtaining Goods of adequate or suitable materials, or the failure or demise of any source of supply.

In the event that the Delivery is not possible in whole or in part due to force majeure, Partridge Peartree Promotions Ltd will be entitled to suspend the Delivery. If this period lasts or is expected to last more than three months, Partridge Peartree Promotions Ltd will be authorised to suspend or dissolve the agreement without there being an obligation to pay damages in that event.

“Force majeure” on the part of Partridge Peartree Promotions Ltd is in any case, but not exclusively, defined as all circumstances as a consequence of which compliance with the agreement can no longer in reasonableness be required of Partridge Peartree Promotions Ltd, which circumstances will in any case include transport problems, any default, in whole or in part, of Partridge Peartree Promotions Ltd suppliers, any default, in whole or in part, of third parties engaged by Partridge Peartree Promotions Ltd to execute the agreement, restrictive Government measures, including the failure to obtain a required permit, of any nature whatsoever, a breakdown or interruption of the functioning of any public utility company, a breakdown, interruption or termination of the supply of raw materials, semi-finished products and/or end-products, as well as any circumstance that Partridge Peartree Promotions Ltd could not in reasonableness have foreseen and which Partridge Peartree Promotions Ltd cannot influence.