

Merchandise sales *terms and conditions.*

Please read these terms alongside your Working with Ponda handbook. They apply to every merchandise order you place with us.

SUPPLIER

Saltyco Ltd (t/a Ponda)

COMPANY NUMBER

12614828

REGISTERED ADDRESS

12 Avonbank Industrial Estate,
Bristol, England, BS11 9DE

01 DEFINITIONS

- 1.1** In addition to the words and expressions defined elsewhere in these Terms and Conditions, the following words and expressions have the following meanings:

“Contract” means the contract between You and Us for the sale and purchase of the Goods created in accordance with clause 2.1, comprising the Order Confirmation and these Terms and Conditions;

“Goods” means the products supplied (or to be supplied) by Us to You in accordance with the Contract;

“Terms and Conditions” means these terms and conditions;

“We”, “Us”, “Our” means Saltyco Ltd (t/a Ponda), with company number 12614828 and registered address 12 Avonbank Industrial Estate, Bristol, England, BS11 9DE; and

“You”, “Your” means the person, company or firm who purchases the Goods from Us.

02 BASIS OF CONTRACT

- 2.1** Any purchase order submitted by You (a “Purchase Order”) shall constitute an offer by You to purchase the Goods from Us in accordance with these Terms and Conditions. No Purchase Order shall be deemed accepted by Us until We issue a written order confirmation to You (the “Order Confirmation”), at which point the Contract shall come into existence on the date of that Order Confirmation. The Contract shall comprise the Order Confirmation and these Terms and Conditions.

- 2.2** These Terms and Conditions apply to the Contract to the exclusion of any other terms that You may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

03 PRICE AND PAYMENT

- 3.1 The price payable by You for the Goods shall be as specified in the Order Confirmation including any applicable shipping, duties and customs charges set out therein (which shall be payable in respect of all transport costs, fees, expenses, levies and duties) (the “Price”).
 - 3.2 You agree to pay 50% of the Price (the “Deposit”) in advance of production, as invoiced by Us. The Deposit is non-refundable and production of the Goods shall not commence until We have received the Deposit in full.
 - 3.3 You agree to pay the remaining 50% of the Price upon shipment of the Goods, as invoiced by Us (the “Final Invoice”).
 - 3.4 The Price and any other charges payable by You under the Contract are exclusive of VAT and You agree to pay any applicable VAT in addition to such amounts.
 - 3.5 All amounts payable by You under the Contract shall be paid in GBP Sterling and free of any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
 - 3.6 You agree to pay Our invoices by no later than the due date set out in each invoice and by the method set out in each invoice.
-

04 CANCELLATION

- 4.1 You may cancel an order for Goods at any time prior to commencement of production by notifying Us in writing.
 - 4.2 Orders may not be cancelled once production of the Goods has commenced. Any attempt to cancel an order after that point shall not release You from Your obligation to pay any amounts payable to Us in accordance with the Contract.
-

05 ARTWORK AND DESIGN PROOF

- 5.1 You are responsible for ensuring that all artwork, logos, designs and specifications submitted to Us are complete, accurate and fit for purpose. We will not commence production of the Goods until You have provided written approval of the final design of the Goods (the “Design Proof”).
 - 5.2 We shall produce the Goods in accordance with the Design Proof. We shall not be liable for any errors, defects or omissions in the Goods that result from errors or inaccuracies in the Design Proof.
 - 5.3 By submitting artwork, logos, designs, specifications or other materials to Us, You confirm that You have the right to provide them to Us and You authorise Us (and Our subcontractors) to use such materials for the purpose of producing and delivering the Goods.
 - 5.4 Each party retains ownership of its own intellectual property rights. Nothing in the Contract shall transfer any intellectual property rights from either party to the other.
-

06 DELIVERY OF GOODS

- 6.1 We shall deliver the Goods to the location specified for delivery in the Order Confirmation. Any delivery dates quoted by Us are approximate only and the time of delivery is not of

the essence.

- 6.2** We shall not be liable for any failure to deliver, or delay in the delivery of, any Goods that is caused by an event or circumstance which is beyond Our reasonable control or Your failure to provide Us with adequate delivery instructions or any other information required for the delivery of the Goods.

07 QUANTITY TOLERANCE

- 7.1** We shall be deemed to have delivered the correct quantity of Goods if the quantity delivered is equal to or within 5% (plus or minus) of the quantity specified in the Order Confirmation.
- 7.2** If We deliver less than 95% of the quantity of Goods specified in the Order Confirmation, You may either:
- 7.2.1** accept the Goods delivered, in which case We shall issue a credit note to adjust Our Final Invoice to reflect the quantity of Goods actually delivered; or
 - 7.2.2** notify Us in writing of the shortfall and require Us to deliver the outstanding quantity of Goods at Our cost.
- 7.3** If We deliver more than 105% of the quantity of Goods specified in the Order Confirmation, You may either:
- 7.3.1** accept the Goods delivered, in which case We shall issue an additional invoice to You in respect of the excess quantity actually delivered; or
 - 7.3.2** reject the excess Goods, which shall be returned to Us in good condition at Your cost.

08 RISK AND TITLE

- 8.1** Risk in the Goods shall pass to You upon delivery to the location specified in the Order Confirmation.
- 8.2** Title in the Goods shall pass to You upon Our receipt of payment in full (in cash or cleared funds) of the Price.

09 ACCEPTANCE AND DEFECTS

- 9.1** You must inspect all Goods after delivery and notify Us of any defects in the Goods within five business days following delivery. If You fail to notify Us of any defects within that period, You shall be deemed to have accepted the Goods in full.
- 9.2** Where You notify Us of defective Goods, You agree to give Us reasonable opportunity to examine such Goods and You agree that We may, at Our option, either replace the defective Goods (at Our cost) or refund the Price of the defective Goods to You.
- 9.3** We shall not be liable for any defects in the Goods where the defect arises as a result of:
- 9.3.1** any errors or inaccuracies in the Design Proof;
 - 9.3.2** any act, omission, negligence, wilful damage or default on Your part; or
 - 9.3.3** any fair wear and tear.
- 9.4** All terms, conditions and warranties implied by the Sale of Goods Act 1979 are excluded from

the Contract to the fullest extent permitted by law.

10 LIABILITY

- 10.1** References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2** Nothing in the Contract shall limit or exclude Our liability to the extent that such limitation or exclusion is prohibited by law.
- 10.3** Subject to clause 10.2:
- 10.3.1** Our total liability to You shall not exceed the total amounts paid or payable by You to Us under the Contract; and
 - 10.3.2** We shall not be liable to You for any loss of profit, loss of or damage to goodwill or any indirect or consequential loss.

11 FORCE MAJEURE

We will not be liable for any failure or delay in performing any of Our obligations under the Contract as a result of any event or circumstance which is beyond Our reasonable control and We will be entitled to a reasonable extension of time to perform Our obligations in such circumstances.

12 GOVERNING LAW AND JURISDICTION

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales and each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Any *questions?*

We are happy to talk these terms through before you place your order.

CONTACT

anna@ponda.bio

WEB

www.ponda.bio



Wear the wetlands.