



## WHOLESALE TERMS & CONDITIONS

We're delighted to welcome you into the Bower Collective family!

Below you will find our Wholesale Terms and Conditions of trade. By continuing to do business, or placing an order, with Bower Collective ("Bower/Bower Collective/BC/we/us") you agree to the following Terms & Conditions (whether or not a copy of these terms is signed and returned by you to BC). Within these Terms and Conditions, you will be referred to as "you/your".

### **General Terms and Conditions**

Bower Collective is the trading name of Bower Collective Ltd, registered in England, company number 11710324 (registered address: The Court, Alhampton, Shepton Mallet, United Kingdom, BA4 6PZ). If you have any queries about these Terms and Conditions or if you have any comments or complaints about BC, you can [contact us](mailto:annabelle@bowercollective.com) via email - [annabelle@bowercollective.com](mailto:annabelle@bowercollective.com).

If you do not agree with the Terms and Conditions set out below, you should not access, use or place an Order with BC – either using our Website(s) or through any of our other methods of placing an Order with us. Our Terms and Conditions may change from time to time, so please ensure you read them regularly, particularly prior to ordering Products, they can be found on our website. All the details that you provide to us for the purpose of ordering or purchasing Products must be true, accurate, current and complete. Credit cards, debit cards or bank accounts that you are using must be your own and you must ensure that there are sufficient funds in your account to cover payment of the Products ordered. By placing an Order with us, you are agreeing to accept these Terms and Conditions.

What we mean by...

- "Product/Products" means the product or products (or any part of them) set out in the Order.

- “Order” means your order for the Products, as set out in your purchase order form, or on our website, or Faire, or as set out in writing by emailed order confirmation by us.
- “Website” means [www.bowercollective.com](http://www.bowercollective.com) and any other website owned by us from time to time.
- “Published Minimum Order Value” means the value your initial and replenishment Orders must reach before delivery charges are added.
- “Contract” means any contract between us for the sale of Products
- Any reference in these Terms and Conditions to any provision in legislation shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- Words in the singular include the plural and in the plural include the singular.
- The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

## **1. The contract between us**

1.1 We have agreed to open a trade account for you, which enables you to purchase Products from us and sell them commercially to your customers.

1.2 These Terms and Conditions constitute the entire agreement between you and BC. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of BC which is not set out in these Terms and Conditions.

1.3 You must notify us immediately if you change your business registered or trading name or of any change of trading status.

## **2. Orders and specifications**

2.1 When your order is placed, we will send you an Order Confirmation email (to the email address specified in your Order) which confirms receipt and acceptance of your Order

2.2 The acceptance of any order submitted by you shall be entirely at our discretion and will be subject to availability.

2.3 No order shall be deemed as accepted by us unless and until confirmed by an Order Confirmation.

2.4 Once an Order has been accepted by us you shall buy and we shall sell the Products in the Order, subject to these Terms and Conditions which shall, subject to any variation, govern the Contract between us to the exclusion of any other terms and conditions.

2.5 Each Order accepted by us forms a separate Contract between us for the supply and purchase of the Products within that Order.

2.6 We reserve the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory requirements.

2.7 Once we've acknowledged your Order in writing by email, you shall have fourteen (14) days to cancel or reduce the Order (you may add to an Order after it has been acknowledged by us in accordance with clause 2.4 above up until the time that you

make payment). Any amendments or cancellations requested after this time will be subject to our discretion.

### **3. Ownership of rights**

3.1 All rights, including copyright, in our website, assets we share with you and any other BC materials are owned by or licensed to Bower Collective Ltd, trading as Bower Collective.

3.2 You may only use BC's logo, trademarks, brand name and photography with the intention to sell our products.

3.3 You may only repost and distribute content from our website with the intention to sell our products.

3.4 You may not modify any BC assets without prior written permission from us.

### **4. Selling our Products**

4.1 We expect you to display the Products to best effect and to ensure that our brand is represented fairly and correctly. BC is an ethical business, and we expect you to observe and uphold our ethical practices accordingly.

4.2 You should not do anything which might misrepresent the BC brand or be defamatory, libellous, constitute harassment or in any way undermines, devalues or adversely affects the BC brand.

4.3 You are only permitted to sell the Products to individual customers (consumers) via the sales channel(s)/premises and territories which have been agreed in advance with BC.

4.4 No sales of our Products via online auction or distribution websites, including but not limited to, eBay, Amazon, discount websites, second hand goods' websites or social media pages or groups will be permitted by us.

4.5 We ask that only authorised BC images be used in all marketing of our Products by you and on your website and in all locations that you are authorised to sell our Products. We will make images available to you. If you wish to use your own images of our Products you should first seek written permission by emailing [annabelle@bowercollective.com](mailto:annabelle@bowercollective.com). If permission is granted, we shall notify you of any restrictions or conditions relating to your use of such images.

4.6 Product claims and ingredients should not be altered under any circumstances.

### **5. Accuracy of content**

5.1 We have taken all due care to ensure that the prices quoted on our Website are correct and that all Products have been fairly described. However, we will not accept liability for any errors or omissions in any BC materials, including but not limited to, the description and specifications of the Products or their prices. If we discover that you have placed an Order for a Product, based on an error or omission, we will not accept that Order and we will contact you to discuss how we will address the situation.

5.2 We reserve the right to change any content on the Website including, but not limited to, descriptions, specifications and prices of Products at any time without prior notice.

We may, by giving notice to you at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to: (a) any factor beyond our control; (b) any request by you to change the delivery date(s); or (c) any delay caused by any of your instructions or failure by you to give us adequate or accurate information or instructions.

## **6. Quality**

6.1 Subject as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.2 Subject to the conditions set out below we warrant that the Products will at the time of delivery correspond with their specification and will be free from material defects in material and workmanship at the time of their delivery.

6.3 The warranty at 6.2 is given by us subject to the following conditions: (a) we have no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, alteration or repair undertaken without our approval. (b) we provide no warranty if the total price for the Products has not been paid for by the agreed payment date.

6.4 Any claim by you which is based on any defect in the quality or condition of the Products shall be made in accordance with clause 19 below.

6.5 Any claim by you which is based on short shipment or no delivery shall be notified to us in accordance with clause 18 below.

6.6 Where any valid claim is made by you in respect of defective Products, we are entitled to replace the Products and shall have no further liability to you.

## **7. Damage to your computer**

We work hard to ensure that our Website is free from viruses or defects but cannot guarantee that it is. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computers or any other equipment as a result of using our Website or those websites accessible through them. It is your responsibility to ensure that you have the right equipment and software to use our Website.

## **8. Availability**

All Orders are subject to acceptance and availability of Products. However, if the Products you have ordered are not available from stock, we will contact you by email or phone (from the details you have given us at the time of placing the Order) to inform you of this. You will then have the option of waiting until the Products are available or choosing alternative Products of equivalent value, or, if you have already paid for the order, to receive a credit on your BC account for the value of the unavailable products.

## **9. Ordering errors**

9.1 Once your Order has been submitted you should contact [annabelle@bowercollective.com](mailto:annabelle@bowercollective.com) within fourteen (14) days to notify us of any changes or errors and we will do our best to rectify any problems.

9.2 If you don't tell us about any errors before your Order is dispatched you will have to pay to return any incorrect Products to us, and we may refuse to accept the return of any items that you have ordered and received that are not defective.

## **10. Price**

10.1 The prices payable for Products are as set out on our Website and/or in our pricelist(s) at the time you place your Order, or such price as we notify you of in accordance with clause 5.

10.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Products to reflect any increase in the cost to us which is due to any factor beyond our reasonable control (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which is requested by you, or any delay caused by any instructions from you or failure by you to give us adequate information or instructions).

10.3 If, due to an unforeseen change, it is not possible to process your Order based on the specification, description or price indicated at the time of your Order being placed, we will advise you by email or phone. We will confirm the revised specification, description and/or price to you in writing. We will also notify you of the period that the offer or price will remain valid for, if applicable. Please see our cancellation policy (clause 15) below should you wish to cancel at this point.

## **11. Minimum Orders**

Your initial and replenishment Orders must be for no less than BC's Published Minimum Order Values before delivery charges are added.

## **12. Payment terms**

12.1 Payment will be due for all Orders in advance of delivery unless we have, at our discretion, agreed credit terms with you.

12.2 You should make your payment promptly when we request payment, using any of the methods set out below. Any delay may lead to your delivery being delayed.

12.3 If we have agreed credit terms with you, you should make payment within the time limits we specify. If any sums are or become overdue your delivery may be delayed or cancelled.

12.4 Pro forma payments (a) When you place your Order using a credit or debit card, we will take payment immediately. We must receive payment in full for the Products ordered prior to your Order being dispatched. (b) We accept no liability if a delivery is delayed due to you supplying us with incorrect payment details or your card not being authorised. If it is not possible to obtain full payment for the Products from your account then we reserve the right to cancel the Order and/or suspend any further deliveries to you until such time as any outstanding sum(s) have been paid in full. This does not affect any other rights we may have. (c) If you would like to pay by bank transfer you must notify [annabelle@bowercollective.com](mailto:annabelle@bowercollective.com) via email. Once payment is made in full we will dispatch the Products. (d) We reserve the right to cancel any Order you make and to release to

other customers any Product(s) from the Order if you have not paid in full within 14 days of our request to you for payment or by any other deadline we notify you of in writing.

12.5 Credit Account payments (a) Invoices will be dispatched with the Order and must be paid within 30 days unless otherwise agreed by us. Any extension of credit allowed to you may be changed or withdrawn by us at any time. (b) We reserve the right to charge interest on overdue accounts at the rate of 8% over the Bank of England's base rate from time to time, to run from the due date for payment until receipt by us of the full amount, along with the penalties provided for by Late Payment of Commercial Debts (Interest) Act 1998 and our legal costs. This does not affect any other rights we may have.

12.6 For bank transfers, please contact us at [annabelle@bowercollective.com](mailto:annabelle@bowercollective.com) for the relevant account details.

12.7 All payments to us by you shall be made in pounds sterling. If at any time pounds sterling ceases to be legal tender in England, we shall agree with you an alternative currency in writing and all payments shall be made in that nominated currency from the date which we shall notify you.

12.8 Payment shall not be considered to have been made until it has fully cleared, without deduction or withholding of any taxes, fees, charges or other payments, in the bank account designated by us.

### **13. Delivery**

13.1 Delivery charges on orders to UK mainland and Northern Ireland addresses are free for orders over £500, for orders under £500, the charge will be £65 per pallet. Shipments smaller than a pallet will be individually quoted.

13.2 Delivery to destinations outside of the UK will be charged at a variable rate, depending upon the weight, number of boxes and destination country.

13.3 The delivery charge for each Order will be calculated at the time you place each Order and will be confirmed in our Order Confirmation.

13.4 We reserve the right to amend our delivery charges at any time and delivery charges cannot be refunded. You will be responsible for paying any duties, taxes or other charges levied on the Products if your delivery address is outside of the UK.

13.5 We will deliver the Products to your chosen delivery address unless otherwise stipulated or agreed by us. Please ensure that this address is accurate and provide any precise instructions which will assist us to ensure delivery runs smoothly. We cannot accept any liability for any loss or damage to the Products once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence).

13.6 If your business does not have its principal place of business in the UK, and/or you require delivery to a destination outside of the UK mainland, you are responsible for obtaining, at your own cost, such import licences and other consents in relation to the Products as are required from time to time. We may request copies of such licences and consents on reasonable notice at any time.

13.7 For each consignment of Products departing from our warehouse, the quantity of Products recorded by us upon despatch shall be presumed to be the quantity received by you upon delivery, unless you can provide proof to the contrary.

13.8 Whilst every effort shall be made to supply the Products ordered, if we are unable to deliver the Products ordered for any reason whatsoever outside of our control, we shall not be liable for the failure to supply the Products.

13.9 If you fail to take delivery of the Products or fail to give adequate delivery instructions at the time stated for delivery then, without prejudice, we may store the Products until actual delivery and charge you reasonable costs (including insurance) for storage.

#### **14. Title and risk**

14.1 Title to the Products will only pass to you once payment has been made in full and the Products have been successfully delivered to you or, if you wrongly fail to take delivery, at the time when payment has been made in full and we have tendered delivery of the Products.

14.2 Until title to the Products has passed to you, you shall store the Products separately from other goods so they remain readily identifiable as our property, not remove deface or obscure any identifying marks or packaging on or relating to the Products, keep the Products in satisfactory, saleable condition and keep them insured with a reputable insurer on our behalf for their full price.

14.3 If you do sell the Products to a consumer, in the ordinary course of business, you must ensure that the proceeds of any such sale are held in trust for us until title has passed to you.

14.4 We reserve the right to re-possess any Products in respect of which payment is overdue and for this purpose we have the right to enter your premises during normal business hours. This right shall continue to subsist notwithstanding the termination of any Order for any reason and is without prejudice to any of our accrued rights under these terms.

14.5 Risk of damage to, or loss of, the Products passes to you at the point of delivery or, if you fail to take delivery at the agreed time, the point at which we tried to deliver, and we will not be liable for their loss, damage or destruction from this point onwards.

#### **15. Cancellation of an Order by you**

15.1 If we notify you that it is not possible to fulfil your Order, or any part thereof, in accordance with clause 8 above and you wish to cancel that part of your Order which cannot be fulfilled, please contact our team via email at [annabelle@bowercollective.com](mailto:annabelle@bowercollective.com). Once you have notified us that you are cancelling that part of your Order, any sum debited by us from your credit or debit card or your BC account (as applicable) will be re-credited to your BC account as soon as possible and in any event within 30 days of receipt by us of notification of your intention to cancel that part of your Order.

15.2 You may only cancel Products or Orders with our agreement and in accordance with clauses 2.7 or 8 above.

## **16. Cancellation of an Order by us**

16.1 We reserve the right to cancel your Order if: (a) we have insufficient stock to deliver the Products you have ordered; or (b) one or more of the Products you ordered was listed at an incorrect price due to a typographical error or an error in our pricing information.

16.2 If we do cancel your Order in the above circumstances we will notify you by email and will re-credit to your BC account (as applicable) any sum paid by you for the Order or that part of the Order that cannot be fulfilled as soon as possible but in any event within 30 days of notifying you of cancellation. If we cancel your Order under this provision we will not be liable to you in respect of any consequential loss arising from the cancellation.

16.3 Without limiting any other rights we may have, if you face, or are under significant threat of facing, insolvency proceedings, we may cancel all existing Orders with immediate effect and request immediate payment of all outstanding unpaid invoices and interest. We reserve the right also to terminate your trade account in these circumstances.

## **17. Termination of your trade account**

17.1 We shall sell the Products to you on an order by order basis and may, in our sole discretion, cease accepting orders from you at any time.

17.2 Additionally, we may terminate your trade account and refuse to supply you with any further Product(s) at any time, without notice, if: (a) you are found to have breached any clause in these Terms and Conditions; or (b) you fail to pay, upon demand, any sum due to us; or (c) you face, or are under significant threat of facing, insolvency proceedings.

17.3 If your trade account is terminated in this way, we shall notify you as soon as is practicable.

17.4 Upon termination, we shall take steps to recover from you any stock not yet paid for, in accordance with clause 14 Title and Risk. In the event of termination by us in accordance with this clause we shall not be liable for any loss you suffer, including, but not limited to, any loss of profit you were expecting to make on Products for which you had placed an Order with us and any other consequential loss, whatsoever arising.

## **18. Liability**

18.1 If you do not receive the Products ordered from us within fourteen (14) days of receipt by you of a dispatch confirmation email from us or our carrier, we will have no liability to you unless you notify us in writing at our contact address of the problem within twenty-one (21) days of receipt by you of the dispatch confirmation email. If you notify us of such a problem, our only obligation will be (at our election): (a) to make good any shortage or non-delivery; (b) to replace or repair any Products that are deemed to be faulty; or (c) to refund to you the amount paid by you for the Products in question in whatever way we choose.

18.2 Nothing in these Terms and Conditions shall limit or exclude our liability for: (a) death or personal injury caused by our negligence, or the negligence of our employees,



agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979. 6 18.3 Subject to the wording above, we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms and Conditions.

18.4 Our total liability to you in respect of all other losses arising under or in connection with these Terms and Conditions whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed the price of the Products in the Order constituting the Contract out of which the losses are alleged to arise.

18.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

## **19. Returns and exchanges**

19.1 We will not, except in exceptional circumstances, accept the return of any Products which you have ordered and received unless those Products are deemed faulty, damaged or not the Products you ordered (i.e. the order has been incorrectly entered by us or the order has been mispacked).

19.2 Please notify us within five (5) working days of delivery if any Products that you receive are damaged, faulty or not the Products you ordered, and we will determine at this point how best to proceed. If you fail to notify us of any problems within this time, you will be deemed to have accepted the Products as delivered and the invoice for that order will be deemed to be accepted by you.

19.3 We may choose either to invite you to return the Products, along with a completed returns form (this will be standard for all retailers within the UK mainland) or to send to us photographs of the faults and full details of the product name, code and size for each faulty item (this will be standard for all retailers outside of the UK mainland).

19.4 Once we have either received the returned Product(s) and a relevant returns form or received the photograph(s) and product code for each Product, we will assess the Product(s) or photograph(s) and confirm whether or not it is deemed as faulty. If it is deemed by to be faulty we will organise for the Product(s) to be replaced or a credit to be applied to your BC account. If, however, we do not deem the Product(s) to be faulty, we will contact you by email to let you know and organise to return the Product(s) to you (if you were invited to send them to us).

19.5 We will refund to you any pre-agreed, reasonable postage costs you will incur in returning to us any Product(s) that are deemed to be faulty. The refund will be made by credit to your BC account as soon as possible upon the items being deemed faulty.

When returning an item to us, please send it to: Bower Collective, 6 Westerngate, Hillmead Enterprise Park, Swindon SW5 5WN. We recommend that you get a free Certificate of Posting from the Post Office when you send Products back to us. However, proof of sending is not proof of receipt by us.

## **20. Force Majeure**

Neither we nor you shall be liable for any failure or delay in performing our respective obligations under these Terms and Conditions to the extent that such failure or delay is caused by a 'Force Majeure Event'. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving our own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## **21. Notices**

Unless otherwise expressly stated in these Terms and Conditions, all notices from you to us must be made in writing and sent by email to [annabelle@bowercollective.com](mailto:annabelle@bowercollective.com). All notices from us to you will be either emailed to you to the email address provided at the time you place your Order or any general notices, including changes to these Terms and Conditions, will be displayed on our Website.

## **22. Changes to legal notices**

We reserve the right to change these Terms and Conditions from time to time, so please ensure you read them regularly.

## **23. Law, jurisdiction and language**

Our Website, any content contained on it and any contract brought into being as a result of usage of our Website is governed by and construed in accordance with English law. Organisations using our Website, and contracting with us under these Terms and Conditions, agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## **24. Confidentiality**

24.1 All communication between BC and you is to be treated as confidential and is not to be shared by you with any person, including but not limited to other BC retailers, your customers and/or third parties. This includes 'leaking' of any new product development which we may choose to share with you ahead of any launch date and sharing of any part of these Terms and Conditions.

24.2 You shall keep strictly confidential all information concerning the business and affairs of BC obtained from us either pursuant to the Contract or prior to and in contemplation of it, shall use the same exclusively for the purposes of the Contract, and shall disclose the same only to those of your directors and employees to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Contract.

25. Third party rights Nothing in these Terms and Conditions is intended to, nor shall it, confer any rights on a third party.

**26. General Provisions**

26.1 No waiver by us of any breach of the Contract or any of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

26.2 BC may perform any of our obligations or exercise any of our rights under these Terms and Conditions by itself or through any third party.

26.3 If any part of these Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

26.4 These conditions constitute the entire Contract between the parties and may only be varied or modified in writing under the hands of the parties or their authorised representatives.

**SIGNATURE / AUTHORISATION**

I/We have read and understood these terms and conditions and agree to abide by my/our responsibilities under them. I/We confirm that the contact information supplied is accurate and that the person who I/we have named as primary contact has the necessary authority to make, amend and cancel Orders on my/our behalf. I/We understand that I/we will be bound by these Terms and Conditions, whether or not I/we have signed and returned them to BC.

SIGNATURE / AUTHORISATION  
..... FOR AND ON  
BEHALF OF .....  
(print business name) PRINT SIGNATORY'S NAME  
..... DATE  
..... POSITION  
.....

Please keep one copy for yourself and return a signed copy to us by email (scanned version) at [annabelle@bowercollective.com](mailto:annabelle@bowercollective.com).

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