

## HAPPY CURATIONS LIMITED (TRADING AS UNROOTED DRINKS)

### Trade terms of sale

#### 1. About us

- 1.1 **Company details.** Happy Curations Ltd (company number 11087633) (**we** and **us**) is a company registered in England and Wales and our registered office is Floor 4, 15-19 Great Titchfield Street, London, W1W 8AZ. Our VAT number is 286973928. We operate the website [unrooteddrinks.com](http://unrooteddrinks.com)
- 1.2 **Contacting us.** To contact us email [orders@unrooteddrinks.com](mailto:orders@unrooteddrinks.com).

#### 2. Our contract with you

- 2.1 These terms and conditions (**Terms**) apply to any order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

#### 3. Placing an order and its acceptance

- 3.1 You may place an order by phone, email or by sending a purchase order to us at the above address or to your designated Unrooted sales team member. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.
- 3.2 We will confirm our acceptance of your order by sending you an email and the Contract between you and us will only be formed when we send you this email.
- 3.3 If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order.

#### 4. Our goods

The images of the Goods on our site or in other documentation are for illustrative purposes only. The packaging of your Goods may vary from that shown on images on our site. We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

#### 5. Refunds

You may cancel the Contract and receive a refund at any time up to 72 hours before we dispatch the Goods. You cannot cancel contract and get a refund after that time. To cancel contact us at the details set out in clause 1.2.

#### 6. Delivery, transfer of risk and title

- 6.1 We will contact you promptly after receiving your email with an estimated delivery date. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 12.4 (**Events outside our control**) for our responsibilities when this happens.
- 6.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.
- 6.3 You must undertake a visual inspection of the Goods on delivery and notify us by email within 2 days of delivery of any shortfall in quantity or of any damage to or defects in the Goods. We will not be liable for any shortfall or visible damage or defect notified to us after such time period.
- 6.4 If we fail to deliver all the Goods ordered, our liability is limited to providing the missing Goods. However, we will not be liable to the extent that any failure to deliver was caused

by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

## **7. Title**

- 7.1 Title to the Goods shall not pass to you until the earlier of:
- (a) we receive payment in full for the Goods and any other Goods supplied to you that have not been paid for, in which case title shall pass at the time of payment of all such sums; and
  - (b) you resell the Goods, in which case title shall pass as described in clause 7.3.
- 7.2 Until title to the Goods has passed to you, you shall:
- (a) store the Goods separately from all other goods so that they remain readily identifiable as our property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 7.3 You may resell the Goods in the ordinary course of business before payment provided that:
- (a) you do so as principal and not as our agent; and
  - (b) title shall pass to you from us immediately before the time of resale.
- 7.4 At any time before title to the Goods passes to you, we may:
- (a) terminate your right to resell the Goods or use them in the ordinary course of its business; and
  - (b) require you to deliver up all Goods in your possession that have not been resold and if you fail to do so promptly, enter your premises or of any third party where the Goods are stored to recover them.

## **8. Price of goods and delivery charges**

- 8.1 The price of the Goods, and delivery charges, will be as set out in our email accepting your order. Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 8.2 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

## **9. How to pay**

- 9.1 Goods will be delivered with a delivery note/invoice which will state the date for payment for the price of the Goods, applicable VAT and delivery charges. You must pay all amounts invoiced by the date stated, or otherwise within 30 days of the date of the invoice.
- 9.2 If you are late in paying for the Goods and/or other charges, we may charge you interest on the overdue sum from the due date until payment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time.

## **10. Our warranty for the goods**

- 10.1 We warrant that on delivery and for the period until the best before date stated on the Goods, the Goods shall:
- (a) subject to clause 4, conform in all material respects with their description;
  - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - (c) be fit for any purpose held out by us.
- 10.2 Subject to clause 10.3, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 10.1;
  - (b) we are given a reasonable opportunity of examining the Goods; and
  - (c) we ask you to do so, you return the Goods to us at our cost,we will replace the defective Goods, or refund the price of the defective Goods in full.
- 10.3 We will not be liable for breach of warranty if:
  - (a) you make any further use of the Goods after giving notice to us under clause 10.2;
  - (b) the defect arises from wilful damage, negligence, or abnormal storage or working conditions; or
  - (c) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 10.2 to the extent set out in this clause 10.
- 10.5 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 the Contract.
- 10.6 These Terms also apply to any repaired or replacement Goods supplied by us to you.

## **11. Our liability: your attention is particularly drawn to this clause**

- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in these Terms limits or excludes our liability for:
  - (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) any other liability that cannot be limited or excluded by law.
- 11.3 Subject to clause 11.2, we will under no circumstances be liable to you for:
  - (a) any loss of profits, sales, business, or revenue;
  - (b) loss of business opportunity; or
  - (c) loss of goodwill; or
  - (d) any indirect or consequential loss.
- 11.4 Subject to clause 11.2, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.
- 11.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

## **12. General**

### **12.1 Assignment and transfer.**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
  - (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 12.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 12.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not

have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

- 12.4 **Events outside our control.** We will not be in breach of the Contract or liable for any failure or delay in supplying the Goods if such delay or failure results from events, circumstances or causes beyond our reasonable control (an Event Outside Our Control). The time for performance of such obligations will be extended accordingly. If the period of delay or non-performance continues for 2 or more weeks, you may terminate the Contract by giving us written notice.
- 12.5 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.6 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 12.7 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.