

## 1. BASIS OF SALE

Dripgold Ltd (“Dripgold”, “We”, “Us”, “Our”) shall sell and the Customer (“You”, “Your”) shall purchase the Goods (“Items”) in accordance with these Terms and Conditions, which shall govern the contract to the exclusion of any other terms upon which any quotation is issued or purported to be accepted, or any such order is placed or purported to be made, by the Customer, and for the avoidance of doubt and so far as the law allows all representations and other terms express or implied are hereby excluded.

No variation to these terms shall be binding unless agreed in writing between Dripgold and the Customer.

## 2. ORDERING

Orders can be placed in person at our shop, or by post, fax, telephone or email.

No order submitted by the Customer shall be deemed to be accepted by Dripgold unless and until confirmed in writing (or by such other method as Dripgold may from time to time choose) by Dripgold.

The Customer shall be responsible to Dripgold for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving Dripgold any necessary information relating to the Goods within a sufficient time to enable Dripgold to perform the contract in accordance with these terms.

All orders are subject to availability of goods.

## 3. PAYMENT

Payment can be made by Cash, Credit Card and/or Debit Card.

## 4. ACCOUNTS

Customers can reserve Goods by paying a deposit as determined by Dripgold, and making full payment by one or more payments within 3 months of the deposit.

Dripgold do not operate Accounts or offer credit arrangements for Customers, all goods will only be released or despatched on receipt of valid full payment.

## 5. DELIVERY

Goods can be collected in person at our shop, or for Goods up to the value of £2,500 can be sent using a Royal Mail Special Delivery insured service, the charge for which will be added to the value of the total Order. Delivery Charges are dependent on the weight of Goods and will vary from time to time and will therefore be agreed with the Customer as part of their Order.

## 6. BACK ORDERS AND SPECIAL ORDERS

If any of the Goods ordered by the Customer are not in stock at the time the order is placed, the Customer will be offered the option of placing the Goods on Back Order for future delivery. Dripgold reserves the right to cancel Goods on Back Order and refund any deposit paid by the Customer.

Dripgold reserve the right to require deposits, partial or whole payment for any item which is either ordered in or considered a Special Order. Special Orders include but are not limited to engraving, commissions, adjustments, and personalised items. Any deposit paid for Special Orders is non-refundable if the Order is subsequently cancelled or otherwise left unfulfilled by the Customer.

## 7. SPECIFICATION

Any illustration of an item for sale or description of size, dimension, style, weight etc. is given in good faith, however cannot be guaranteed as absolutely correct. In particular, rings are supplied within a tolerance of ½ (a half) size from the size ordered. Final weights may differ from the estimate given due to factors such as finger size, finger length, and the finishing techniques applied.

Our prices are available over the telephone and may also be set out in our web-site and other literature we produce. All our prices are in Pounds Sterling and are inclusive of United Kingdom-rated VAT at the prevailing rate where applicable.

## 8. ACCURACY

Whilst we try to ensure that all our prices as provided are accurate, mistakes can sometimes occur. If we discover an error in the price of an item you have ordered we will contact you as soon as possible and give you the option of either reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as being cancelled. If the order is cancelled, we will refund any money which we have taken from you.

All images and descriptive matter contained in our website or other literature are for the sole purpose of giving an approximate idea of the appearance and characteristics of the items described and should not be used or relied upon for any other purpose. All item dimensions supplied are intended to give an approximate indication of their size and should be used as a guide only.

In the unlikely event of Dripgold supplying your order incorrectly in any way, Customers must contact Dripgold immediately providing full details of the order date and invoice number. Dripgold will take reasonable endeavours to correct the situation.

## 9. RETURNS

Dripgold are unable to offer sale or return arrangements.

Items will only be replaced or credited provided it is clear that there is a manufacturing fault, or that damage was present prior to goods being released or delivered.

Items which have been worn will not be replaced or credited unless it is clear that there is a manufacturing fault.

Items delivered broken or faulty must be returned to us within 7 days accompanied by full details of the order date and invoice number.

The issuing of replacements and credit notes is at Dripgold's discretion.

## 10. RISK AND PROPERTY

Risk of damage to or loss of the Goods shall pass to the Customer on delivery.

Notwithstanding delivery and passing of risk in the Goods, or any other provision of these terms, the property in the Goods shall not pass to the Customer until Dripgold has received in cash or clear funds payment in full of the price of the Goods and all other Goods agreed to be sold by Dripgold to the Customer for which payment is then due.

## 11. WARRANTY

All items bought from us are guaranteed against defects in materials and workmanship for 12 months from the date of purchase. If within that period, after having opportunity to inspect an item and are satisfied (acting reasonably) that it is faulty as a result of a defect in materials or workmanship you may return the item to us for a replacement, exchange or refund of the price you paid for the item. You must provide us with the original invoice or other proof of purchase.

Nothing in this condition affects your statutory rights as a consumer.

This warranty does not apply where the defect is due to the item not being cared for in an appropriate manner or the item has been modified, misused, neglected or wilfully or accidentally damaged. This warranty is not transferable to a new owner of the goods.

## 12. LIABILITY

Our aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the products the subject of the claim.

This condition does not include or limit in any way our liability for any of the following: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; any breach of the obligations implied by section 12 of the Sale of

Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the exclusions listed directly above, if we fail to comply with these Terms and Conditions, we shall not be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms and Conditions.

We shall not be responsible for losses that result from our failure to comply with these Terms and Conditions including, but not limited to, losses that fall into the following categories:

- Loss of income or revenue;
- Loss of business;
- Loss of anticipated savings;
- Loss of data;
- Any waste of time.

However, this paragraph shall not prevent claims for foreseeable loss of, or damage to, your physical property.

We shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused by circumstances beyond our reasonable control.

### **13. GENERAL**

No waiver by Dripgold of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

If any provision of the contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the contract and the remainder of the provision in question shall not be affected.

The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English Courts.

A person who is not a party to an order to which those terms apply, may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

A copy of our latest Terms and Conditions can be supplied on request. They are also available to download via our web-site at <http://www.dripgold.co.uk>.