

SPARKLE TOWN TERMS & CONDITIONS OF SALE – WHOLESALE

KEY POINTS

MINIMUM ORDER

48 pieces (8 packs)

PACK SIZE

A minimum quantity of 6 pieces in each colour/size and/or mix for any chosen glitter.

DELIVERY

UK shipping is **complimentary** on all wholesale orders over £100. Orders under £100 will be charged at our standard rates. We will arrange delivery of the goods to you. Orders within the UK are usually sent using Royal Mail Tracked but on occasion we may use a courier.

HOW TO ORDER

You can either order on our website at **www.sparkletown.co.uk/wholesale** or email us at josie@sparkletown.co.uk and we'll email you an invoice with a link to our secure payment system.

PAYMENT TERMS

Payment to be made in advance. If you choose to order via our website, payment will be made via our website checkout. If you choose to order by emailing us, we will email you an invoice with a link to our online payment system. As a small company we are not currently VAT registered, so all prices are our end prices, no VAT will be added.

LEAD TIMES

Our processing time is usually 1-3 working days once payment is received. We will contact you if it is likely that your order will take longer than this.

RRP

We recommend that our glitters are sold at the recommended retail price (RRP), as stated on our website. However, you may sell at a price that is above the RRP, but we do not grant permission to sell below the RRP, unless you are running a short term shop sale or discount code.

SALE OR RETURN

We want you and your customers to love your Sparkle Town glitters. For this reason, we offer a 60 day 'Sale or Return' policy on wholesale orders*. You may return to us any of the wholesale glitters you have purchased within the first 60 days following your wholesale order and we will provide a refund. Any goods that are returned must be received by us unused, unopened and in the same condition as they were originally dispatched from us.

Please see detailed terms and conditions below.

*Exclusions apply. Please see full terms for details.

SPARKLE TOWN TERMS AND CONDITIONS OF SALE - WHOLESALE

1. Introduction

- 1.1 These Terms and Conditions of Sale shall govern the sale and purchase of products through our website, via email or through any wholesale platforms we may choose to work with
- 1.2 By placing an order you are giving your express agreement to these terms and conditions.

2. Interpretation

- 2.1 In these terms and conditions:

(a) "we" means Sparkle Town; and

(b) "you" means our customer or prospective customer,

(c) "website" refers to our company website www.sparkletown.co.uk as well any wholesale platforms on which we sell and any social media pages that we own, including but not limited to those on Facebook and Instagram.

and "us", "our" and "your" should be construed accordingly.

3. Minimum order and pack size

- 3.1 Minimum order quantity: Our wholesale minimum order quantity is 48 pieces.
- 3.2 Pack size: A minimum quantity of 6 pieces in each colour/size and/or mix for any chosen glitter must be ordered.

4. Order process

- 4.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
- 4.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 4.
- 4.3 You can either order on our website at www.sparkletown.co.uk/wholesale or fill in our order form and email it to josie@sparkletown.co.uk. Order forms can also be found on the above link.
- 4.4 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add to your shopping cart the products you wish to purchase from the wholesale section of our website, and then proceed to the checkout, where the wholesale discount will be applied and you will be able to select free delivery, and confirm your order; our payment service provider will handle your payment; once your payment has been confirmed, you will receive an automated order confirmation.
- 4.5 To enter into a contract via email to purchase products from us, the following steps must be taken: you must email your completed order form to josie@sparkletown.co.uk; we will reply by email with an invoice and a link to our secure online payment system on our website; our payment service provider will handle your payment; once your payment has been confirmed, you will receive an automated order confirmation.
- 4.6 In the unlikely event that we cannot meet your order, we will confirm this by email. We reserve the right to cancel your order even after the order confirmation has been sent.
- 4.7 You will have the opportunity to identify and correct input errors prior to making your order by emailing us at josie@sparkletown.co.uk within one hour of placing your order.

5. Products

- 5.1 The following types of products are or may be available at wholesale prices on our website from time to time: biodegradable glitter, other craft and/or stationery products as these are added to our range.

5.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

5.3 All wholesale glitters are sold by volume, not weight. This is to ensure a fixed volume across all our range. Weights of individual glitters will vary across products.

6. Prices

6.1 Our prices are quoted on our website. Please visit www.sparkletown.co.uk/wholesale for details.

6.2 We will from time to time change the prices quoted on our website, but this will not affect orders that have previously been placed.

7. Payments

7.1 You must, during the checkout process, pay the prices of the products you order.

7.2 Payments may be made by any of the permitted methods specified on our website from time to time.

7.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.

7.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

- (a) an amount equal to the amount of the charge-back;
- (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
- (c) an administration fee; and
- (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 7.4 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 7.4.

7.5 Orders will not be processed until payment is received in full.

7.6 Promotions and/or discount coupons for retail customers do not apply to wholesale orders.

8. Credit accounts

8.1 We do not currently offer credit accounts.

9. Deliveries

9.1 We will deliver products to the UK and may offer delivery to some countries within the EU mainland. If you do not see your delivery country as an option at checkout, please contact us on josie@sparkletown.co.uk.

9.2 Delivery is free of charge within the UK on all wholesale orders over £100. Orders under £100 will be charged at our standard rates.

9.3 We will arrange for the products you purchase to be delivered. For orders within the United Kingdom we usually use Royal Mail Tracked, but will on occasion use a courier company. For orders outside of the United Kingdom we will use a courier of our choosing.

9.4 Our lead time is usually 1-3 business days for wholesale orders, but for larger orders or during peak periods this may be longer. If your order is likely to take more than 5 working days to dispatch, we will contact you by email with estimates of current lead times.

- 9.5 For buyers outside of the UK, all export and import duties, taxes or other obligations or costs relating to the delivery of the goods shall be the buyer's responsibility.

10. Returns

- 10.1 We offer a 60 day Return Policy on wholesale orders, with the exception of those goods noted in 10.3.
- 10.2 You may withdraw an offer to enter into a contract with us or cancel a contract entered into with us at any time within the period:
- (a) beginning upon the submission of your offer; and
 - (b) ending at the end of 60 days after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them (or, if the contract is for delivery of multiple products, 60 days after the day on which the first of those products comes into your physical possession or the physical possession of a person identified by you to take possession of them).
- 10.3 The following items are ineligible for returns:
- (a) custom orders, including but not limited to those in which a custom glitter mix has been created; a new label has been designed; a product's name has been changed; your business name or logo has been added to the label or packaging; or any other changes to the appearance of the product.
 - (b) goods that have been altered in any way by you, including but not limited to: removal of our labels; addition of your own labels; removal of glitter from the packaging; or any other material changes to the goods or packaging.
 - (c) goods that have been damaged.
- 10.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 10, you must inform us of your decision to withdraw or cancel (as the case may be) by emailing josie@sparkletown.co.uk, stating your name, business name, order number, items to return and reason for return. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 10.5 If you cancel a contract on the basis described in this Section 10, you must send the products back to us (to the address provided to you by email, once we have received your cancellation email). You must comply with your obligations referred to in this Section 10 without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel the contract. You must pay the direct cost of returning the products.
- 10.6 Any goods that are returned to us must be received by us unused, unopened and in the same condition as they were originally dispatched from us. We will not accept for exchange or refund any item which has been used or modified or is not in the exact condition in which it was dispatched by us.
- 10.7 In the case of defective items, it is your responsibility to inspect upon receipt, that all goods delivered match the items ordered. You must make any claims of defects, including but not limited to those related to damage, shortages, quality, or specification, within the first 7 days after receiving the goods, by emailing josie@sparkletown.co.uk.
- 10.8 In all cases, we will refund money using the same method used to make the payment, unless we have expressly agreed otherwise.
- 10.9 We will process a refund due to you as a result of a cancellation on the basis described in this Section 10 within the period of 10 business days after the day on which we receive the returned products. If we have not sent the products to you at the time of withdrawal or cancellation, we will process a refund due to you

without undue delay and, in any case, within the period of 5 business days after the day on which we are informed of the withdrawal or cancellation.

10.10 If goods are returned to us with damaged packaging (tubs or pouches), but the glitter contained within remains in a saleable condition, we will charge a repacking fee of 50p per item, and make a deduction for any missing glitter, where necessary, and refund the remainder of the amount paid. This will be without prejudice and entirely at our discretion.

10.11 Products must not be returned to our registered office address, only to the address provided by us upon confirmation of your returns email.

11. Resale

11.1 We grant you permission to resell goods bought from us, provided the following conditions are met:

- (a) all goods remain branded with the Sparkle Town name and logo, as sent from us to you;
- (b) you do not remove, replace or alter any labelling placed by us on the products;
- (c) goods are marketed as 'Sparkle Town' biodegradable glitters and not rebranded;
- (d) goods are stored in a way that does not damage the glitters, that being in a cool place, away from direct sunlight; and
- (e) the contents of the glitter tubs and/or pouches are not tampered with or altered in any way.

11.2 We recommend that our glitters are sold at the recommended retail price (RRP), as stated on our website. You may sell at a price that is above the RRP, but we do not grant permission to sell below the RRP, unless you are running a short term shop sale or discount code, and in any event you may not discount by more than 10% off the RRP.

12. Intellectual property

12.1 You undertake to use the Sparkle Town Brand Name when marketing goods supplied by Sparkle Town and anywhere where the goods are described or named including, but not limited to, on websites, social media, labels and invoices.

12.2 Sparkle Town grants you a non-exclusive, non-transferable, and non-assignable license to use the Sparkle Town Brand Name exclusively for use on and in association with our Biodegradable Glitter and, if applicable, Logo for the purposes mentioned above.

12.3 You must not use or permit the use of the Brand Name or Logo in any manner that would be detrimental to or inconsistent with the good name, good will, reputation and image associated with the Intellectual Property of Sparkle Town.

12.4 You must not use or permit the use of the Brand Name or Logo in association with any products that you did not purchase directly from us.

12.5 Any goodwill derived by you from the use of the Sparkle Town Brand shall accrue to Sparkle Town Limited.

12.6 The license in clause 12.2 may be revoked by Sparkle Town at any time and without warning.

13. Risk and ownership

13.1 The products you purchase from us will be at your risk from the time of delivery.

13.2 Given the many possible uses of our products, it is your responsibility to test performance in application before final use.

13.3 Ownership of a product that you purchase from us will pass to you upon the later of:

- (a) delivery of the product; and
- (b) receipt by us in cleared funds of all amounts due in respect of the product (including delivery charges).

13.4 Until ownership of a product has passed to you, you will possess the product as our fiduciary agent and bailee.

14. Warranties and representations

14.1 You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;
- (b) you have full authority, power and capacity to agree to these terms and conditions;
- (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
- (d) you will be able to take delivery of the products in accordance with these terms and conditions.

14.2 We warrant to you that:

- (a) we have the right to sell the products that you buy;
- (d) the products you buy will correspond to any description published on our website; and
- (e) the products you buy will be of satisfactory quality.

14.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 16.1, all other warranties and representations are expressly excluded.

15. Breach of product warranty

15.1 If you believe that products you have purchased from us breach any of the warranties set out in Section 14.2, please contact us on josie@sparkletown.co.uk to discuss the issue and arrangements for the return of the products.

15.2 If products you purchase from us do not conform with the warranties set out in Section 14.2, then you may be entitled to a refund of all amounts paid in respect of those products, upon return of the products to us. Alternatively and subject to availability, we may agree to supply you with replacement products, in which case we will pay the cost of delivering those replacement products to you. In either case we will reimburse you for your reasonable expenses incurred in returning the products to us.

15.3 If you return a product in contravention of these terms and conditions, and you do not have any other legal right to a refund or exchange in respect of that product:

- (a) we will not refund the purchase price or exchange the product;
- (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
- (c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

16. Limitations and exclusions of liability

16.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

16.2 The limitations and exclusions of liability set out in this Section 16 and elsewhere in these terms and conditions:

- (a) are subject to Section 16.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

16.3 We will not be liable to you in respect of any personal or business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

16.4 We will not be liable to you in respect of any loss or corruption of any data, database or software.

16.5 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

16.6 All wholesale glitters are sold by volume, not weight. Sparkle Town accepts no liability for any issues or damages that arise as a result of any misconceptions or misunderstandings with regards to weight and/or volume.

16.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

16.8 Our aggregate liability to you in respect of any contract to purchase products from us under these terms and conditions shall not exceed the total amount paid and payable to us under the contract.

16.9 Sparkle Town may refuse to accept or cancel any order or delivery of goods at any time by giving written notice to you and providing a refund. Sparkle Town shall not be liable for any loss or damage whatsoever arising from such cancellation.

17. Cancellation

17.1 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:

- (a) you fail to pay, on time and in full, any amount due to us under the contract; or
- (b) you commit any breach of the terms of the contract.

17.2 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war. In this case an alternative or full refund may be offered.

18. Consequences of order cancellation

18.1 If a contract under these terms and conditions is cancelled in accordance with Section 17.1:

(a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation; and

(b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products).

19. Scope

19.1 These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products or on our website.

19.2 These terms and conditions shall not govern the provision of any services by us or any third party in relation to the products (other than delivery services).

20. Variation

20.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

20.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

21. Assignment

21.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

21.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

22. No waivers

22.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

22.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any breach of that provision or any other provision of that contract.

23. Severability

23.1 If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

23.2 If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Third party rights

24.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

24.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

25. Entire agreement

25.1 Subject to Section 16.1, these terms and conditions shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

26. Law and jurisdiction

26.1 A contract under these terms and conditions shall be governed by and construed in accordance with English law.

26.2 Any disputes relating to a contract under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

27. Statutory and regulatory disclosures

27.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

27.2 These terms and conditions are available in the English language only.

28. Privacy

28.1 We respect your privacy and would never share your data in a way that contravenes our privacy policy. You can read our privacy policy in full at www.sparkletown.co.uk/terms.

29. Website terms of use

29.1 By agreeing to these terms, you also agree to our Website Terms of Use Policy, which you can read in full at www.sparkletown.co.uk/terms.

30. Our details

30.1 Sparkle Town is wholly owned and operated by Sparkle Town Limited.

30.2 This website is owned and operated by Sparkle Town Limited.

30.3 Sparkle Town Limited is registered in England and Wales under registration number 12700024.

30.4 Our registered address is Sparkle Town Limited, Eastway Enterprise Centre, 7 Paynes Park, Hitchin, SG5 1EH.

30.5 You can contact us by writing to the business address given above, by using our website contact form, by email to josie@sparkletown.co.uk. We prefer to be contacted by email wherever possible.

31. Credit

31.1 Credit and thanks to SEQ Legal for their assistance in creating these Terms and Conditions. www.seqlegal.com.