

## **Custom/Special Orders Terms and Conditions for:**

Marke Creative Merchandise Limited and Marke Creative Merchandise Netherlands B.V.

### **1. Offer and agreement**

- All offers are without the obligation as concerns price, delivery times and possibility of delivery.
- All prices quoted exclude VAT and taxes. On export orders duties and documentation fees may apply, these will be charged additionally, and customs clearance will be the customer's responsibility.
- Unless otherwise stated we may supply +/- 10% on the quantity ordered depending on the products supplied.
- This quotation is valid for 7 days unless otherwise stated.
- Due to continuing global shipping and supply chain issues, estimated delivery dates will be provided on order placement but delivery timescales may be subject to change and cannot be guaranteed.

### **2. Delivery**

- Delivery dates are calculated on an estimate of receipt of an acceptable digital artwork file if appropriate, sampling if required, approval by the client of final product artwork if appropriate, receipt of a confirmed Marke Creative Merchandise Limited/BV sales order and any necessary customer purchase order, Delivery dates are subject to final confirmation due to stock availability and production time.
- Delivery charges quoted are valid for 7 days, after which charges may vary considerably due to volatile conditions in relation to fuel surcharges and logistics.
- We will be happy to try to improve upon any delivery time but rush charges may apply.
- Your order may be sent in separate shipments unless specified otherwise
- Delivery charges are based on a standard delivery to one address with a maximum of two attempted deliveries by the carrier. If delivery is unsuccessful after two attempts, the costs for returns made by the carrier to our warehouse, for the handling of the return

and for further delivery attempts will be charged as additional charges. These additional charges will be confirmed prior to resend of the product/s.

- Please note we regret that due to the custom nature of your order we are unable to accept cancellation of, or returns for the good, after receipt of a confirmed order confirmation or purchase order, as production of the order products will have started. Returns of products will not be accepted unless prior written approval is received from Marke Creative Merchandise Limited/BV.
- The seller undertakes no liability whatsoever for the consequences of delayed delivery in the case of force majeure.
- Extra transport costs which have arisen as a result of blocked shipment due to incorrect information given by the customer or failure to accept goods may be charged on.

### **3. Claims**

Claims must be submitted in writing at the latest 8 days after the receipt of the invoice. After that the date, claims are no longer entitled to be acknowledged. No claims will either be acknowledged if the goods which have been delivered have been processed in any manner.

### **4. Liability**

We are not liable for any damages whatsoever, in any form whatsoever, whether they are direct or indirect, which could be the result of the use, or the unsuitability, respectively, of what we have delivered. This does not affect any provisions of obligatory law which have been laid down in statutory provisions. With regard to the goods which we have in our possession in connection with the implementation of an agreement, the buyer is obliged to indemnify us in full against any claims of third parties, even if they relate to compensation of damages which can be directly connected with those goods.

### **5. Applicable law**

This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.

PHONE ENQUIRIES: + 44 (0)20 8640 2999

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