2022 ROW Export Terms & Conditions

Statement of Trading

- We only partner and offer trading facilities with legitimate and authentic resellers operating from a business premises and/ or using business facilities direct or via a 3rd party
- We reserve the right to refuse to supply

Account Facilities

- New accounts are set up in GBP£ on a proforma basis
- Upon completion of your first order credit facilities may be requested
- Subject to a satisfactory credit check, credit facilities may be offered

Prices & Discounts

- Our price list shows SSP (Suggested UK Selling price) in GBP£, Export prices and Minimum Order Quantities/ Multiples of. These are not applicable for any further discount unless agreed in writing
- All prices shown are net and exclusive of VAT
- Prices are correct at time of issue and whilst every effort will be made to maintain these prices, we reserve the right to change them in exceptional circumstances

Order & Delivery Procedure

- Orders are subject to a minimum order value of £1,000 net. Orders below this value will not be processed
- Purchase Orders must be in writing and emailed to export@commotion.co.uk
- Subject to stock availability, and workload, orders are normally dispatched within 7-10 working days from receipt
- Delivery terms are Ex-Works, Tonbridge on all shipments, including back orders and samples. We can provide a carriage quote, or you can arrange your own collection with your forwarder
- Once delivery has been received we require a proof of delivery (POD). Failure to provide this, within 3 months of date of invoice, may result in VAT being charged on a separate invoice
- Cancellations may be subject to a cancellation and, where applicable, re-stocking fee

Proforma Customer Procedures

- Once an order has been received an order acknowledgement will be emailed within 48 hours for goods in stock. It is your responsibility to check the proforma invoice and report any errors or changes immediately
- Out of stock items and their availability date will be advised. To proceed with ordering these items the options are:
    - Add them to the order and wait for all items to be in stock before shipment
    - Place the items on a separate back order to be despatched on the next possible shipment
    - Place out of stock items on your next Purchase Order
- Confirmation is required from you on how to proceed with the order and if a carriage quote is required. Upon confirmation, no amendments can be made, and your order will usually be prepared within 2 working days
- A proforma invoice (including a carriage charge if applicable) will then be emailed. Orders will be held for receipt of payment for a maximum of 10 working days
- Payment is required in full for the total order value. All bank charges must be covered by yourself when instructing your bank, so the full order value reaches our bank account
- When payment has reached our bank account your order will be despatched within 7-10 working days either by our forwarder, or we will advise the weights and dimensions of the consignment for you to arrange the collection
- A sales invoice will be emailed once goods have been despatched/ collected. Goods must be collected within 14 working days. If goods are not collected within 14 days then we reserve the right to charge for each day the goods remain uncollected.
- Back orders will be shipped when they come into stock with your next new order unless requested to be sent sooner. Payment will be requested at this time

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Account Customer Procedures

- Once an order has been received an order acknowledgement will be emailed within 48 hours
- Out of stock items and their availability dates will be advised. It is your responsibility to check the order acknowledgement and report any errors or changes immediately
- Confirmation is required from you on how to proceed with the order and if you require a carriage quote. Upon confirmation, no amendments can be made, and your order will usually be prepared within 2 working days
- If a carriage quote has been requested, this will be emailed. Once confirmed, goods will be despatched either by our forwarder, or we will advise the weights and dimensions of the consignment for you to arrange the collection
- Back orders will be shipped when they come into stock with your next new order unless requested to be sent sooner.
- Goods will usually be despatched within 7 – 10 working days, from receipt of order, providing your account is not on stop
- A sales invoice will be emailed on the day the goods are despatched/ collected. Goods must be collected within 14 working days. If goods are not collected within 14 days then we reserve the right to charge for each day the goods remain uncollected.
- Payment terms are strictly net 30 days from date of invoice, unless otherwise agreed in writing.
- We reserve the right to charge interest on overdue accounts at a rate of 1.5% per month, plus any financial charges incurred.
- Credit facilities may be adjusted at any time

Pallet Collections

- Pallet collections will be made from our distribution partner and your driver (sub contract or otherwise) must state the customer's name and S/O number. A hi-visibility vest and steel toe cap shoes/ boots must be worn, otherwise the collection may be refused
- Commotion Ltd will not be liable for any failed collection charges
- If goods are not collected within 14 days, Commotion Ltd reserve the right to charge £5 per pallet, per week (or part week) that the goods remain uncollected
- A copy of the CMR/ Bill of Lading or Proof of Delivery is a requirement of HM Revenue and Customs and must be provided when requested

Warranty & Quality Assurance:

- All our products are tested to meet the relevant safety standards
- All products are guaranteed for a period of 12 months from the date of invoice

Delivery Shortages & Damages

- Shortages, damaged or faulty goods must be reported, with photographs of packaging and products, within 5 working days of receipt. It is the customer's responsibility to check the number of parcels/ pallets received at the time of receipt
- All claims must be reported by you in writing, with supporting photos, to our Customer Services team, via
- export@commotion.co.uk, who will send the required documentation to complete
- For goods showing visible damage to the outer packaging, please ensure the carrier records the damages on the delivery note before accepting the delivery.
- Goods damaged in transit must be reported immediately and packaging saved until your claim has been settled. Please note our delivery terms are Ex-Works, Tonbridge therefore if you have arranged your own collection you will be required to seek compensation from your forwarder
- Items found to be defective through faulty materials or workmanship will either be repaired, replaced or a credit note raised against your account

Unwanted Goods

- Goods may only be returned, at your cost, once authorised by the Customer Service team.
- A handling fee (of up to 15%) may be charged on returns
- Goods will be inspected upon return, they must be in their original packaging and in a re-saleable condition to be eligible for credit.

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www.commotion.co.uk

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Descriptions, Digital & Printed Media

- We take every care to ensure that illustrations and descriptions of our products are accurate, and we reserve the right to change product descriptions and specifications where necessary
- Customers of Commotion Ltd may reproduce, solely for the purpose of selling or marketing, our content and images in print or digital media, and ONLY those products which have been purchased from Commotion Ltd. This includes TickiT® branded media and materials

EU General Data Protection Regulation

- We only use your data to contact individuals about our news, products, offers and services. It is stored on our secure internal system and is not sold on to any third parties
- You can choose to unsubscribe at any time by clicking the unsubscribe link in the footer of any marketing email you receive from us, or by contacting us at info@commotion.co.uk
- We will always treat your information with respect. For more information about our privacy practices please visit our website www.commotion.co.uk

Variation

- All goods remain the property of Commotion Ltd until payment has been made in full
- In no circumstances will Commotion Ltd be bound by any addition to or variation of these terms unless agreed in writing by a Company Director. These conditions and the contract shall be subject to and governed by the Law of England
- I acknowledge receipt of Commotion Ltd.'s Export Terms & Conditions as detailed above

Signed _____

Print Name _____

Company Name _____

Date _____

VAT No: GB 403 720 004

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