

## Trading Terms and Conditions

We take our commitment to the fairness and transparency of how we trade very seriously. Our Trading Terms and Conditions exist to provide clarity and fairness in our trade with all of our customers. If you have any questions then please contact us on +44 (0) 1858 463850 or email [accounts@lankakade.co.uk](mailto:accounts@lankakade.co.uk)

### 1. Definitions

- 1.1 **We / Us / Our** – Lanka Kade (UK) Ltd, Unit C, Riverside End, Market Harborough, LE16 7PU
- 1.2 **You / Your / Yours** - any customer buying or placing an order with **us** for **our goods** or who has a trading account with **us**.
- 1.3 **Goods** – any **goods** / materials or services ordered or purchased by **you** from **us**.
- 1.4 Terms and Conditions – the terms set out in this document and referred to as **T&C**

### 2. General provisions

- 2.1 In ordering **goods** from **us**, **you** agree to be bound by these **T&C** (or any that **we** may issue to replace them) and that they apply to all contracts for the sale and purchase of **goods** between **us** and **you**. By placing an order with **us**, **you** are waiving any terms **you** may have to the extent that they are inconsistent with these **T&C**.
- 2.2 These **T&C** comprise the entirety of any contract for the sale of **goods** between **us** and **you**. No other terms or conditions endorsed upon, delivered with or contained within any other document including but not limited to **your** purchase order or order confirmation shall form part of, supersede or take precedence over any part of these **T&C** or deem these **T&C** or any part of them waived, invalid or void.
- 2.3 **We** may from time to time change these **T&C**. Any future change to these **T&C** will in no way act as a waiver of these **T&C** or render them either partially or wholly void.
- 2.4 In the event that any part of these terms is found to be void or unenforceable for any reason this will not effect all remaining terms and these will remain in full effect.
- 2.5 Any failure or delay on **our** part in enforcing or partially enforcing any provision of these **T&C** shall not be construed as a waiver of any of **our** rights under these **T&C**.

### 3. Trading accounts

- 3.1 All trading accounts opened between **us** and **you** are subject to approval by **us** at **our** sole discretion. **We** reserve the right to close a trading account at any time without notice and for any reason **we** see fit.
- 3.2 For the sake of clarity **we** confirm that any purchase or order from **us** made via a trading account or otherwise, does not constitute a guarantee that any future order or purchase from **us** will be accepted.
- 3.3 **We** reserve the right to close **your** trading account without notice if the total value of **your** orders with **us** for any one year is less than £1,000.
- 3.4 **You** must notify **us** of any transfer or change in ownership of **your** business, any significant changes to **your** mode of trading (including any change of location or business premises) and any change which may effect **your** ability to pay for **goods** supplied. Any such changes will result in a review of **your** trading account. In particular the existence of any new business owners, partners or stock holders may result in **us** setting up a new trade account based upon new and satisfactory trade references, credit references and trading terms.

### 4. Prices

- 4.1 All prices exclude carriage unless otherwise stated.
- 4.2 Taxes will be charged at the rate applying at the time of delivery.
- 4.3 **We** will endeavour to inform **our** trade customers by email in advance of any price increase, this may take the form of a newsletter. **Our** current prices will be listed on the Lanka Kade trade website ([www.lankakade.co.uk/trade](http://www.lankakade.co.uk/trade)).

### 5. Payment

- 5.1 Standard trading accounts with **us** will be opened on Proforma payment terms. **We** may provide **you** with credit terms on **your** second order, subject to the return of two satisfactory credit references.
- 5.2 All payments for standard credit accounts are due strictly 30 days from the invoice date. **We** must receive the invoice value in full and **you** will be responsible for any and all bank charges incurred.
- 5.3 If payment is not received within the agreed payment terms **we** reserve the right to charge **you** 2% interest per month on any sum overdue. In addition **we** may suspend or cancel any future deliveries, cancel any discount offered to **you** or close **your** trading account. **We** reserve the right to do this without notice.
- 5.4 **We** reserve the right to recoup from **you** any costs incurred by **us** as a result of any further action necessary to recover monies owed by **you** to **us**.
- 5.5 **Your** trading account with **us** will be in GB pound Sterling unless otherwise agreed in writing. Payments for a Euro or US Dollar account must be made by **you** via bank transfer to the relevant currency bank account. **We** will provide these bank account details to **you** in writing once **your** trading account has been approved.
- 5.6 If **you** experience difficulties meeting agreed payment terms then **you** must contact **us** immediately to discuss options for repayment.

### 6. Resale of our goods

- 6.1 **Goods** are supplied to **you** under the strict condition that they are resold solely from the address or from the website registered with **us** in **your** trading account. **We** strictly prohibit the resale of **our goods** on the following websites: eBay, Amazon, Facebook and any similar websites. **We** reserve the right to close **your** trading account immediately and without notice if **we** reasonably believe that **you** are in violation of this term. In addition to the closure of **your** trading account a breach of this term will result in there being no further transactions being entered between **you** and **us**.
- 6.2 **We** prohibit the resale of **our goods** on Notonthehighstreet.com and Ethical.market unless this has been agreed in writing with **us**. **We** reserve the right to close **your** trading account immediately and without notice if **we** reasonably believe that **you** are in violation of this term.
- 6.3 The resale of **our goods** at shows, fairs, trade events, markets or similar is strictly prohibited unless this has been agreed in writing with **us**. **We** reserve the right to close **your** trading account immediately and without notice if **we** reasonably believe that **you** are in violation of this term. In addition to the closure of **your** trading account a breach of this term will result in there being no further transactions being entered between **you** and **us**.
- 6.4 **Your** authority to resell **our goods** is limited to;
  - Consumers; defined as **you** selling **our goods** direct to the consumer.
- 6.5 If **our goods** are resold **you** must check the **goods** for faults and re-package them prior to despatch to **your** customer. **We** are not responsible for any damages howsoever caused which occur during transit between **you** and **your** customer.

- 7. Your website**
- 7.1 All customer websites are subject to approval by **us**. **We** review customer websites regularly to ensure that they meet **our** satisfaction. Should **your** website fail to meet **our** satisfaction **you** will be served with a notice confirming this and setting out any amendments which must be made. **You** must make any duly notified amendments within seven working days. **We** reserve the right to close **your** trading account or withhold **your** orders if **your** website is or remains unsatisfactory in **our** absolute opinion.
- 7.2 The terms of the schedule below marked: 'Standards for online and website trading' set out the standards **your** website must be considered to achieve in order to be deemed satisfactory under clause 7.1 above.
- 7.3 For the sake of clarity the terms of the schedule 'Standards for online and website trading' form part of this contract.
- 8. Intellectual property rights**
- 8.1 **You** acknowledge that no copyright or any right of intellectual property subsisting or potentially subsisting in the **goods** is granted to **you** or is otherwise vested in **you** by virtue of **your** order or purchase of the **goods** or by having a trading account with **us**.
- 9. Delivery**
- 9.1 **We** do not guarantee delivery dates, **we** can only provide an estimate. Time is not of the essence with respect to all deliveries made by **us**. Any delay in delivery by **us** shall not constitute a material breach of these **T&C**. **We** will not be liable to **you** for any damage or loss (including indirect or consequential loss) howsoever caused as a result of delivery taking place later than estimated.
- 9.2 **Goods** will only be delivered to an address that is registered to **your** trading account. Requests for delivery to any other address must be made by **you** in writing to [accounts@lankakade.co.uk](mailto:accounts@lankakade.co.uk) quoting the new address in full. **You** are also referred to clause 21.2 of the 'Standards for online and website trading' in this regard.
- 9.3 **We** reserve the right to pass on any charges incurred by **us** for failed deliveries to **you** when a delivery date and/or time has been agreed between **you** and **us**. Timed deliveries are available at **our** discretion and will be at **your** expense.
- 9.4 **We** may deliver **your goods** in instalments. Each instalment is treated as a separate contract.
- 9.5 **We** are not responsible for any loss of or damage to the **goods** after delivery has been made to **you**.
- 10. Cancellation**
- 10.1 Orders must be cancelled prior to despatch either by email to [orders@lankakade.co.uk](mailto:orders@lankakade.co.uk), by letter to the above address or telephone.
- 10.2 Once the **goods** have been despatched the full delivery and any return costs must be met by **you**. In addition **we** may charge **you** a 25% restocking fee.
- 10.3 All orders from **you** for bespoke **goods** which are made to **your** particular requirements must be cancelled prior to the commencement of production. **You** will be responsible for all costs incurred by **us** for any work carried out in relation to those **goods** prior to cancellation. **We** reserve the right to request payment in advance.
- 11. Claims**
- 11.1 Notice of any claim made by **you** relating to the condition, quality or quantity of the **goods** supplied by **us** must be made within 5 working days of **your** receipt of the **goods**. Notification must be made in writing to [accounts@lankakade.co.uk](mailto:accounts@lankakade.co.uk) quoting the product code and invoice number, with accompanying photographic evidence. **We** are under no obligation to either provide credit for or replace **goods** in the event of a claim being made after this period.
- 11.2 Any claim made by **you** relating to a manufacturing fault must be made in writing to [accounts@lankakade.co.uk](mailto:accounts@lankakade.co.uk) and be supported with photographic evidence, and the consumers purchase date if applicable. **We** will strive to respond to any complaint within 48 working hours. If the **goods** are in the possession of the consumer then **you** are advised not to authorise a return or refund until **we** have assessed and responded to the claim.
- 11.3 **We** may at **our** discretion request the return of the **goods** for inspection. Any **goods** that are returned to **us** for inspection must be in the condition that was reported by **you** at the time of the claim. **Goods** that are returned and are damaged in transit due to insufficient packaging may not be credited by **us**.
- 11.4 If **you** receive consignments in an unsatisfactory condition then **you** must sign the carrier's delivery note as such and retain the packing and contents for inspection. Failure to do this may result in **us** not issuing **you** with a credit note.
- 11.5 In the event of a claim being made by **you**, **we** reserve the right to issue a replacement product, replacement part or credit note.
- 12. Returns**
- 12.1 **Goods** correctly supplied by **us** may not be returned without **our** prior authorisation. **Goods** authorised for return must be delivered to **us** at **your** cost and be accompanied by full details stating the invoice number and reason for return. In such circumstances **we** reserve the right to impose a re-stocking charge of 25% of the **goods** invoice value.
- 12.2 Credit will only be issued for **goods** that are in their original packaging and that **we** deem to be in a resalable condition.
- 12.3 Any **goods** that have been supplied to **your** special requirements will not be accepted by **us** as a return under any circumstances.
- 13. Risk and retention of title**
- 13.1 The **goods** shall be at **your** risk from the point of delivery. Delivery will take place either at **our** premises (if **you** are collecting or arranging carriage of the **goods**) or at **your** premises or address stated by **you** (if **we** are arranging carriage).
- 13.2 In spite of delivery having been made, property in the **goods** shall not pass from **us** to **you** until:
- 13.2.1. **You** have paid the price plus any applicable taxes or charges pursuant to these **T&C** in full; and
- 13.2.2. no other sums whatsoever shall be due from **you** to **us**.
- 13.3 Until property in the **goods** passes from **us** to **you** in accordance with clause 13.2 **you** shall hold the **goods** and each of them on a fiduciary basis as bailee for **us**. At no cost to **us** **you** shall store the **goods** separately from all other **goods** in **your** possession and mark them in such a way that they are clearly identified as **our** property.
- 13.4 Until such time as property in the **goods** passes from **us** to **you**, **you** shall upon request deliver the **goods** to **us**. If **you** fail to do so then **you** agree that **we** may enter upon any premises owned, occupied or controlled by **you** where the **goods** are situated and repossess the **goods**.
- 13.5 At **your** expense **you** shall insure against 'all risks' and keep insured the **goods** to their full value to **our** reasonable satisfaction until the date that property in the **goods** passes from **us** to **you**, and **you** shall whenever requested by **us** produce a copy of this policy of insurance. Without prejudice to any of **our** other rights, if **you** fail to do this then all sums whatever and howsoever owing by **you** to **us** shall forthwith become due and payable.
- 13.6 **You** must inform **us** in advance of any transfer or change in ownership of **your** business which has any effect upon the ownership of **our goods** held by **you**.
- 13.7 If **you** cease to trade then **you** must contact **us** immediately to discuss options for the return of **our goods**.
- 13.8 Despite **our** retention of title in **our goods** **we** have the right to bring legal proceedings to recover the price of **goods** supplied should **you** not pay **us** in accordance with these terms.

#### 14. Miscellaneous

- 14.1 Where **we** supply display stands to **you** it is a term of their provision that they are used solely for the promotion of **our goods**. If **our** display stands are being used in a way which is not in accordance with this term or they are no longer required then they must be immediately returned to **us** at the above address at **your** expense.
- 14.2 English is the only language offered for the conclusion of this contract.
- 14.3 If **you** are a business customer then **you** are not a consumer. **You** will be classed as a business customer when ordering and purchasing **goods** from **us** through a registered trading account.
- 14.4 **You** are to indemnify **us** in full and hold **us** harmless from all expenses and liabilities **we** may incur (directly or indirectly, including finance costs and legal costs on a full indemnity basis) following any breach by **you** of any of **your** obligations under these terms.
- 14.5 **Our** liability to **you** for any breach of these **T&C** is limited in damages to the price of the **goods** supplied.
- 14.6 If **you** are more than one person then each of **you** is liable for all of **your** obligations under these **T&C**.
- 14.7 No contract between **you** and **us** will create a right enforceable by any party not identified as the buyer or seller by virtue of the Contracts (Rights of Third Parties) Act 1999).
- 14.8 If **we** are unable to perform **our** obligations to **you** (or only able to perform them at unreasonable cost) because of circumstances beyond **our** control **we** may cancel or suspend any of **our** obligations to **you** without liability. Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulties in obtaining supplies.
- 14.9 Brochures and catalogues and other promotional materials are to be treated as illustrative only. Their content forms no part of any contract between **us** and **you** and as such **you** should not rely upon them in entering into any contract with **us**.
- 14.10 Any notice from **you** or **us** which is to be served under these terms may be served by leaving it at or delivering it by first class post to the other parties registered office or principle place of business. All such notices must be signed.

#### 15. Governing law and jurisdiction

- 15.1 Any contract between **us** and **you** shall be governed by the laws of England and Wales.
- 15.2 Any dispute between **us** and **you** shall be resolved exclusively by English courts.

### Standards for online and website trading

#### 16. Quality

- 16.1 **Your** website must be considered by **us** to be of a good standard. This includes but is not limited to there being quick loading times, clear navigational tools and structured formatting of text and images.
- 16.2 **We** must be satisfied that **your** website offers an enjoyable, informed, efficient and secure shopping experience that duly represents the integrity and consumer confidence vested within **us** and **our goods**.
- 16.3 All images of **our goods** must be considered by **us** to be of a good standard and be truly representational of the **goods** in question. Images must not appear stretched, blurred or otherwise disfigured.
- 16.4 All text throughout **your** website must be grammatically correct and considered by **us** to be accurate, honest and comply with current toy safety legislation.

#### 17. Usability

- 17.1 **Your** website must be considered by **us** to be user friendly. This includes but is not limited to the ease of navigation, product search and customer assistance.
- 17.2 **Your** website must be regarded by **us** as being able to offer a confident, efficient and secure shopping experience.

#### 18. Identity, product range and third party links

- 18.1 **Your** website must be considered by **us** to have a unique identity that is compatible with a toy/gift product range and which presents **us** and **our goods** in a professional and truthful manner.
- 18.2 **Your** website must have what is regarded by **us** to be a prominent toy and/or gift based product range and/or theme that is deemed by **us** to be compatible with **us** and **our** products.
- 18.3 Any use of third party links and adverts on **your** website must be considered by **us** to be compatible with the brand image and quality expected of Lanka Kade.

#### 19. Limited authority

- 19.1 **Your** authority to sell **our goods** online is limited exclusively to **your** own independent website. Web shops created on eBay, Amazon, NOTHS, Facebook or similar are not considered by **us** to be independent web shops. **We** reserve the right to withhold deliveries and may close **your** trading account if **we** reasonably believe that **you** are in violation of this term.
- 19.2 In accordance with clauses 19.1 and 22.3, **you** are authorised to promote **our goods** on Facebook, Twitter, Instagram and Pinterest.

#### 20. Sale listings

- 20.1 All of **our goods** listed for sale on **your** website must be identified as Lanka Kade **goods** in the title and/or description.
- 20.2 **You** must display all of **our goods** using an official Lanka Kade image or image considered by **us** to be of a similar quality. Requests for images must be made in writing to [orders@lankakade.co.uk](mailto:orders@lankakade.co.uk). **We** will strive to respond to such requests within 72 hours.
- 20.3 **You** will accurately list the details of **our goods** in full and to **our** satisfaction. This includes but is not limited to an accurate and detailed description of **our goods**, materials, dimensions and toy safety information. These details can be found in **our** current catalogue and online at [www.lankakade.co.uk](http://www.lankakade.co.uk).
- 20.4 **You** are only authorised to list **goods** that **you** have purchased from **us**.

#### 21. Availability

- 21.1 **You** will not make what is considered by **us** to be incorrect or misleading claims about the availability of **our goods**. **You** must remove from **your** website any **goods** that are listed as out of stock for a period exceeding 4 weeks.
- 21.2 If **you** choose to use **our** drop ship service for certain products **you** must either reserve products for despatch or regularly check **our** stock availability. **We** do not make promises to meet **your** delivery claims made on **your** website or to **your** customers.

#### 22. Price

- 22.1 **We** provide 'Recommended Retail Prices' (RRP) as a guideline to pricing only. Pricing of the **goods** is at **your** total discretion.
- 22.2 **We** will not allow **you** to make any price or discount claims about **our** products that are considered by **us** to be incorrect and/or misleading.
- 22.3 **We** do not support permanent discounting of **our goods** and retain the right to close **your** trading account if **we** believe **your** actions are undermining the value of **our goods**.

### **23. Toy safety**

- 23.1 All of **our goods** are regularly tested to meet the EN71 European Toy Safety standard. **You** must list the correct toy safety information in full for each of **our goods**. This includes but is not limited to 'not suitable for' ages, recommended ages, hazard warnings and a CE mark as appropriate. Toy safety information can be found in **our** current catalogue and online at [www.lankakade.co.uk](http://www.lankakade.co.uk).
- 23.2 **You** will remain duly diligent in ensuring that all toy safety information displayed is current and accurate.

### **24. Buyer information**

- 24.1 **You** will clearly display on **your** website to **our** satisfaction **your** company details and contact information. This includes but is not limited to **your** full company name, **your** company registration number for a limited company, **your** VAT number if relevant, and **your** business address, landline telephone number and email contact facility.
- 24.2 **Your** website must in **our** opinion provide transparent and accessible return and refund information that is considered by **us** to clearly explain **your** policies and procedures for dealing with complaints, damages and returns.

### **25. Security and privacy**

- 25.1 **You** will process all payments and hold all customer data in alignment with the rules and regulations outlined in the Data Protection Act (1998) and in compliance with the Payment Card Industry Data Security Standard (PCID55).
- 25.2 **You** will clearly display for the benefit of the visitor recognised and active security features for secure payment processing.
- 25.3 **You** will permanently display **your** data protection policy in full on **your** website for access by all visitors. **You** will remain duly diligent in ensuring that this policy remains fully compliant with the Data Protection Act (1998).

### **26. Accreditation**

- 26.1 **We** are a member of The British Association for Fair Trade Shops and Suppliers (BAFTS) and recognised as a BAFTS fair trade supplier.
- 26.2 The BAFTS logo may only be used to promote 'BAFTS' as an organisation and may not be used to identify or promote **goods** supplied by **us**. **You** can, on a separate page, list **your** suppliers or explain the different fair trade logos and associations from whom **you** select **your** products. Whilst **we** remain a member of 'BAFTS' **you** may quote the following in this connection: "BAFTS - The British Association for Fair Trade Shops and Suppliers (For further information go to [www.bafts.org.uk](http://www.bafts.org.uk)). Lanka Kade (UK) Limited is a member of BAFTS and is recognised as a BAFTS fair trade importer".
- 26.3 **You** must remain duly diligent when making or repeating any 'fair trade', 'eco friendly' or 'sustainable' claims and **you** must ensure to **our** satisfaction the correct usage of logos and the validity of any claims to membership of and/or authentication by such organisations as BAFTS, WFTO, Fairtrade, FSC and similar.

## **Image Usage Agreement**

### **27. Usage rights**

- 27.1 **We** grant **you** a singular, non-exclusive, non-transferable right to use **our** images to exclusively promote the Lanka Kade brand, ethos and product in conjunction with **your** active Lanka Kade trading account only.
- 27.2 You acknowledge that no copyright or any right of intellectual property subsisting in **our** images is granted to **you** or is otherwise vested in **you** by virtue of **us** supplying images to **you**. All images will remain the property of Lanka Kade (UK) Ltd and are protected by European copyright laws. Any infringement of **our** copyright will be pursued vigorously.
- 27.3 Any use of **our** images in a manner that violates **our** T&C constitutes copyright infringement, entitling **us** to exercise all rights and remedies available to **us** under European copyright laws. You shall be responsible for any damages resulting from any such copyright infringement and the costs to **us** for enforcing **our** rights.
- 27.4 All images supplied by **us** to **you** must clearly credit Lanka Kade (UK) Ltd as the owner of the image. This may take the form of a Lanka Kade (UK) Ltd watermark or accreditation in accompanying text.

### **28. Permitted commercial uses:**

- 28.1 Approved websites may use **our** images to advertise and promote the Lanka Kade brand, ethos and product in a truthful manner.
- 28.2 Use of **our** images for advertising and in media applications in a manner that **we** consider truthfully represents the integrity and consumer confidence vested within the Lanka Kade brand, ethos and product. All materials must be approved by **us** prior to publication.
- 28.3 Uploading and sharing **our** images on social network websites such as Facebook, Twitter, Instagram, LinkedIn, and Pinterest to promote **our** company ethos and products.

### **29. Restrictions on use:**

- You** agree not to:
- 29.1 Use any image in any manner that might be considered defamatory, offensive, libelous, fraudulent, misleading or misrepresentative of the Lanka Kade brand, ethos and/or product.
- 29.2 Use any image in any manner that can purposely or inadvertently promote any product, company or organisation, other than Lanka Kade (UK) Ltd and **our** products.
- 29.3 Copy, duplicate, alter or modify any image in part or in whole, in any way, without written approval from **us**.
- 29.4 Use any image in any way on third party websites including but not limited to; Amazon and eBay.
- 29.5 Incorporate any image into a logo, corporate ID, trademark, or service mark.
- 29.6 Sublicense, sell, assign, convey or transfer any of **your** rights under these T&C.

### **30. Termination**

- 30.1 **Your** right to use **our** images will terminate automatically without notice if **you** fail to comply with any provision in these T&C. Upon termination, **you** agree to immediately:
- Stop using the image.
  - Delete the image and all copies that **you** have.

[END]

Lanka Kade (UK) Ltd is a company registered in England and Wales No. 03994705.  
The registered office is Lanka Kade, Unit C, Riverside End, Market Harborough, Leicestershire LE16 7PU.

Tel: +44 (0) 1858 463850 Email: [accounts@lankakade.co.uk](mailto:accounts@lankakade.co.uk)