

TERMS & CONDITIONS OF SALE FOR THE COLLECTORS TROVE ref: TCTTCS122020

The Collectors Trove (hereafter referred to as TCT) is a division of Imported Packaging Solutions Limited (hereafter referred to as IPSL). Reference hereafter to “we” or “our” or “us” means The Collectors Trove. Below are IPSL’s abbreviated terms & conditions of sale. All orders placed through IPSL or any of its divisions are subject to IPSL’s full terms and conditions of sale, a copy of which can be requested by phoning us on 01923 627789. In placing an order with IPSL, the Customer (hereafter may also be referred to as “you” or “your”) is agreeing to be bound by these and IPSL’s full terms and conditions of sale. For any reference to contacting TCT, the relevant contact details are shown above.

THE BRANDS WE OFFER & THE PARTNERS WE REPRESENT

TCT offers different brands of collectibles and commemorative memorabilia through various partners it represents. Each one of these partners may have a different mode of operation in the supply of products through TCT to you. This may cover but not be limited to availability of stock, delivery, returns and complaints and warranties.

Whenever we sign up a new partner, we will inform you of that partner’s mode of operation. The partner may also insist on you agreeing to be bound by its own brand guidelines and code of conduct in order to sell its products. Should this be the case, we will send you the necessary additional agreements at the relevant time which you will then need to sign up to. These additional agreements shall be deemed to be a constitute part of these Terms & Conditions of Sale which you will have agreed to be bound by in their entirety. For the avoidance of doubt, should there be any conflict of understanding between these Terms and Conditions and those specific agreements, the clauses in those agreements will supercede these and shall prevail. Otherwise, all clauses in these Terms & Conditions shall apply.

As part of our agreements with our partners, we may monitor how you are displaying and promoting their brands through your sales channel and we may ask you for proof in the form of but not limited to photos, screenshots, samples of catalogues and brochures. Please note that not adhering to these guidelines and codes of conduct may affect your ability to trade with us.

OPENING AN ACCOUNT

Please fill in the relevant ACCOUNT APPLICATION FORM and send it back to us. Remember to fill in all the requested details accurately on the form and ensure that you have signed and dated it. Please note that the owner of the account must sign and date the form. If any of the details are missing, this could result in a delay or even a refusal in the processing of your application.

If you would like to give authority to other people/staff members to contact us on your behalf, ensure that their names are clearly written on the form. Remember that you will then be fully responsible for any orders/contact that these nominated people place/have with us.

If you are successful in opening an account with us, you will be allocated a unique Account Number. Please quote this number whenever you contact us.

MARKETING, DATA PROTECTION & GDPR

We will communicate to you through numerous channels throughout your relationship with us for the purposes of marketing and the promotion of our services. For example, as a current and active account holder, you will be automatically notified when a new leaflet/brochure is released. Please note however, that as part of our processes, you will, at any time, be able to select/change how you wish us to communicate with you either by calling us or by going onto your account online at www.thecollectorstrove.co.uk.

As a data controller, IPSL are fully aware of the General Data Protection Regulation (GDPR) which took effect on May 25, 2018 and will protect your data in accordance with the set regulations. We have reviewed our processes to ensure that we have the correct procedures in place to protect the privacy of personal data. By choosing to provide IPSL with your information, by whatever means, you indicate your willingness to share and have your information stored by us for the purposes of our business. It is our Company policy that we will not disclose any information that you provide to us to any third party without your consent. Should your account be terminated by

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us, we will promptly delete or destroy any personal information that we hold for or about yourselves in our Company records unless otherwise required by other Government or legislative authorities.

ACCURACY OF INFORMATION

With any printed literature or any information displayed online, every effort is made to prevent any omissions or errors being shown. However, should one occur, it shall be subject to correction without any liability, either in contract, tort or otherwise on our part. We will endeavour to advise you when ordering and then proceed with the correct information. As an example, RRP's quoted are Recommended Retail Prices only and are based on both the prices indicated by the manufacturer and the prices of equivalent goods that may be available. They may not be the prices that are actually prevailing in your particular area.

Furthermore, it is very important to note that prices for the same product may vary from one leaflet, promotion or period of time to another. Please therefore ensure that you check the current prices for any goods that you wish to order before finally confirming your order. The most up-to-date/current prices are always shown online.

PLACING AN ORDER

For the purposes of these Terms & Conditions, an order is only confirmed as an order once an invoice has been issued and a payment received by us.

By placing an order with us, you accept that you have not relied upon any prior promises, representations or undertakings provided by us or any of our employees or agents. Any advice or recommendation given by us or our employees or agents as to the storage, supply or use of the Goods supplied which is not confirmed in writing by us is followed or acted upon entirely at your own risk and accordingly we shall not be liable (save as provided for in our Limitations of Liability Clause and save in respect of a claim for fraudulent misrepresentation) for any such advice or recommendation which is not so confirmed.

You shall be responsible to us for ensuring the accuracy of the information provided on the order submitted by you. You may not withdraw or cancel any order once confirmed accepted and invoiced by us without our written approval.

All orders are subject to acceptance, all goods are subject to availability and all items, offers, specifications and prices are correct at the time of going to print and are subject to change without prior notice. For the avoidance of doubt, please note that all prices quoted on any of TCT's and IPSL's forms or literature excludes VAT unless otherwise stated.

PAYMENT TERMS

For all orders, payment/cleared funds in our bank account are required in advance of any goods being sent out.

Payments can be made by:

- 1) debit/credit card over the phone by calling on **01923 627789** (please note additional charges may apply depending on the type of card used)
- 2) by remitting funds directly into our bank account. Please ensure to remit funds to the following Account details:

| <u>Bank Name</u> | <u>Sort Code</u> | <u>Account Name</u> | <u>Account Number</u> |
|------------------|------------------|----------------------|-----------------------|
| NatWest | 60-20-24 | The Collectors Trove | 38710137 |

If paying by direct transfer, please ensure to put your Account Number as a reference. If choosing to pay by this method, please note that it is your responsibility to ensure that we can see cleared funds in our bank account. Please ensure that enough time is allowed for funds to leave your bank account and reach our bank account as money transfer times may vary depending on your own particular bank and its facilities.

If you have not used your account for a period of 12 months, your account will be suspended until such time that you contact us again and we may require you to complete a new Account Application Form.

STOCK AVAILABILITY & PRICING

The mechanism for the supply of products may vary from one partner to another. We will inform you of each partner's supply method at the relevant time.

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In general and where applicable, we try to ensure that we have adequate stock levels of our partners' goods at all times. However, in the event that something is out of stock when placing your order, we will advise you accordingly and give you an estimated delivery date. As policy, if we are out of stock of an item that you require, we will not put it on back order. Instead, we will give you an estimated delivery date and once in stock, we will contact you to see if you wish to proceed with ordering the item on a new order.

We reserve the right, by giving notice to you at any time before delivery, to increase the price of the products to reflect any increase in the cost to us from our partners which is due to any factor beyond our control, including but without limitation, any increases in costs due to market fluctuations, any change in delivery dates, quantities or specifications for the products which have been requested by you.

DELIVERY

The mechanism, costs and timings for the delivery of products will vary from one partner to another. We will inform you of each partner's delivery mechanism at the relevant time.

In general and where applicable, normal delivery is free to all account holders (subject to minimum order values excVAT as set by us at that time and your delivery location) and is within 4 working days of order subject to there being no external factors affecting any part of the UK's transport system. External factors include but are not limited to acts of terrorism, adverse weather conditions, large scale traffic/ accident related delays, adverse economic environments.

Normal delivery will be made to the business/invoice address shown on the Account Application Form. If you would like to add a different delivery address, please contact us. Please note we will not send an order to a different delivery address unless the address has been clearly notified to us by post or by email.

If an order does not meet the minimum order value applicable at that time, an additional charge for delivery of at least £8.00+VAT will be applied (depending on your delivery location). Please note that if an order has been paid for by debit/credit card, we reserve the right to only make the delivery to the address where the card is registered.

We shall be entitled to supply the goods in instalments and failure by us to deliver any one or more of the instalments in accordance with these conditions (or any claim by you in respect of any one or more instalments) shall not entitle you to cancel the order placed with us.

Unattended deliveries, where requested by you, will be at your own risk. Any proof of delivery provided by us or the courier companies who are delivering goods on our behalf, shall be proof that the delivery has been made.

We reserve the right to charge you extra costs for deliveries for whatever reason. Examples of such charges include but are not limited to deliveries outside the mainland of Great Britain, orders requiring same day delivery, congestion or other motor-related charges, if you require any emergency deliveries, if you request any additional services such as an out of normal business hours delivery. Please note that normal business hours for delivery are defined as Monday to Friday 8.00am to 6.00pm.

Please note we will not deliver to any third parties.

All our goods leave our premises intact and in good condition. If it is obvious when you receive your goods that they have been damaged in transit (for example, opened or wet), we require you to reject the delivery in its entirety and take photos as evidence for us to take up with our appointed couriers. Please do not sign for the goods unless you are happy to accept the delivery as is. Accepting the delivery means that you have accepted the condition in which they have been sent.

Please also note that couriers are only required to deliver to the door of your premises for Health & Safety reasons. You are responsible to then take the goods into your premises.

SUPPLY OF PRODUCT, DAMAGES, UNDERSUPPLY & OVERSUPPLY

The terms for the supply of product and how to deal with damages, undersupply and oversupply will vary from one partner to another. We will inform you of each partner's policies on the supply of product, damages, undersupply & oversupply at the relevant time.

In general and where applicable, if we are Out of Stock of any item when your order is placed and we require to procure additional stock from our partner, in the event that the partner does not supply us the required stock, we shall have the right to cancel the order with yourself without incurring any liability for any loss or damage whatsoever resulting therefrom.

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In general and where applicable, for any goods received damaged, you must notify us in writing within 3 days of receipt of goods. Please note we will require evidence of the damage. At this stage, we will notify you of the procedures to follow for the relevant partner. On agreement to your complaint of damaged goods, we will ask you to send them back to us. Please importantly note that we will not cover the delivery and postage costs for any returns back to us unless otherwise agreed by us in writing.

Once the product has been returned and the complaint has been resolved with the relevant partner, a full refund, credit or exchange will be accordingly given.

In the unlikely event that the quantity of the goods delivered is less than that ordered, you must notify us within 3 days of receipt of delivery. You shall not be entitled to reject the delivery and we will investigate and resolve the situation as appropriate. We reserve the right to make good the deficiency by way of a further delivery of the shortfall of goods, or at our option, issue a refund by way of a credit note of the appropriate part of the purchase price.

If the quantity of goods delivered is more than you have ordered, you shall not be entitled to reject the delivery. In this event, you must notify us within 3 days of receipt of delivery. If agreed, we will then collect such excess goods from you at the address where your goods were originally delivered. If you do not notify us within the agreed timeframe or allow us to collect the goods as agreed and within 7 days of your original notification, we will be entitled to invoice you for the over-delivered goods and you will be obliged to pay the invoice for such as if an additional order had been placed and an invoice raised in accordance with these Terms & Conditions.

RETURNS & CREDITS

The policy on returns and credits for products will vary from one partner to another. We will inform you of each partner's returns and credits policy at the relevant time and importantly whether or not they accept returns or issue credits. By default, TCT do not accept any returns and do not issue any credits. Please importantly note that we will not cover the delivery and postage costs for any returns back to us unless otherwise agreed by us in writing.

RISK & TITLE

Risk in the goods shall pass from us to you at the moment when goods are delivered to the address at which it was agreed delivery would be made or at the moment when the goods are passed directly to you or your representatives or into the hands of your appointed carrier. Where goods are returned by you, they shall remain entirely at your risk until received back by us at our premises and such receipt is acknowledged by us.

Title to goods supplied shall pass from us to you on receipt of payment in full when acknowledged by us.

ASSIGNMENT

You may not assign, transfer, sub-contract or otherwise part with any right or obligation under this agreement without our express prior written consent.

COMPLAINTS

If you have any complaints about any of our goods or services, please put these in writing by email or post and we will then contact you to discuss and resolve your complaint. Our contact details are shown on Page 1.

LIMITATION OF LIABILITY

As we represent our partners and offer their brands, TCT/IPSL do not warrant any of their goods supplied through us. We will advise you of any applicable warranties provided by that partner at the relevant time. Except as expressly provided in this agreement we exclude all representations, warranties, conditions and other terms implied by statute, common law, or otherwise to the fullest extent permitted by law. We will endeavour to pass on to you the benefit of any guarantees or indemnities given to us by our partners.

Nothing in these conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective goods under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

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We shall under no circumstances whatsoever be liable to you as our Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for losses sustained in the ordinary course of business, loss of profit, loss of business, depletion of goodwill, loss of business opportunity, loss of revenue, loss of contracts, loss of the use of money, loss of operation time, management or staff time or any indirect, special or consequential loss whatsoever.

Our total liability to you in respect of all other losses arising under or in connection with the supply of goods from us to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the goods on the relevant/applicable order and invoice.

OTHER SERVICES & BENEFITS

TCT/IPSL may offer other services and benefits to you over the course of its business which will have their own Terms & Conditions of use. These will automatically be deemed to be constituent part of these Terms & Conditions of Sale. By taking advantage of these benefits, you are agreeing to be bound by the relevant combined Terms & Conditions in their entirety.

INTELLECTUAL PROPERTY

The use of a partner's Intellectual Property will vary from one partner to another. We will inform you of each partner's guidelines and code of conduct in regards to their Intellectual Property at the relevant time.

By default, you are not permitted to use any Intellectual Property, including all Trade Marks and logos, of our partners and their brands for the resale of their goods to your customers through your sales channel unless you have signed up to the relevant partner's brand guidelines and code of conduct.

THIRD PARTY RIGHTS

A person who is not a party to this agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where the Contract expressly provides that such a person is entitled to enforce any of its terms under that Act.

FORCE MAJEURE

We shall have the right to cancel, or to reduce the volume of any goods delivered, or to delay delivery if we or any of our agents are prevented from or hindered in delivery of the Goods through any circumstance beyond our/their control (affecting any relevant party) including (but not limited to) industrial action, war, fire, prohibition or enactment of any kind, lockout or trade dispute, without incurring any liability for any loss or damage whatsoever resulting therefrom.

WAIVER

The failure of either party to enforce or to exercise at any time or for any period of time, any term of or any right arising pursuant to these Conditions does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it. Any express waiver of any breach of these Conditions shall not be deemed to be a waiver of any subsequent breach.

SEVERABILITY

The invalidity or unenforceability of any term of, or any right arising pursuant to, the supply of goods/this agreement shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Both parties (you and us) irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).

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