



Leaping Fish Ltd Terms and Conditions of supply.

1 LEAPING FISH LTD'S CONTRACT WITH YOU

1.1 These are the terms and conditions (the "terms") on which Leaping Fish Ltd (company number 10943752) whose registered office is at Ammonite House, 3 Jubilee Road, Swanage, Dorset BH19 2SE. Leaping Fish Ltd supply any of our products detailed on our website at www.leapingfish.co.uk to you, in your capacity as a wholesaler or retailer, whether you operate your business via a physical retail shop or e-commerce website. Leaping Fish Ltd will only supply our products to authorised wholesalers or retailers.

1.2 Leaping Fish Ltd reserves the right to seek proof of your existence as a trading business and the e-commerce website prior to entering a trading relationship.

1.3 Contracts and trading arrangements can only be agreed with the owner of the business or with employees evidencing suitable proofs of delegated authority.

1.4 These terms will apply to any contract between Leaping Fish Ltd for the sale of products to you. We reserve the right to revise these terms from time to time, and the revised terms and conditions will supercede previous agreements. All orders for products are subject to the terms prevailing at that time.

1.5 We intend to rely on these terms and any documents expressly referred to in them in relation to the contract between us. While Leaping Fish Ltd accepts responsibility for statements and representation made by our duly authorised employees and agents, any variations from these terms will be confirmed to you in writing to avoid any confusion between parties. If you think that there is a mistake or require any changes to be made to these terms, please contact Leaping Fish Ltd to discuss this as soon as possible.

1.6 Please read these terms carefully and make sure that you understand them. Check all details on your orders for the products as responsibility for order errors lies with the customer. You are responsible for all information provided to Leaping Fish Ltd in relation to the products ordered and Leaping Fish Ltd shall not be responsible for any errors or missing information in the details that are received from you.

1.7 We shall confirm your eligibility as a retailer of Leaping Fish Ltd products in writing and these terms shall apply in respect of any orders for products that you place with Leaping Fish Ltd.

1.8 Leaping Fish Ltd may offer additional discounts or pricing variations on orders made by you which will be subject to mutual confirmation in writing at that time.

2 ORDERING PRODUCTS.

2.1 Your order for products is made when you submit to Leaping Fish Ltd by email at sales@leapingfish.co.uk. Orders in respect of the each product that you wish to order from Leaping Fish Ltd must including the following details: (1) the name off the product; (2) the size(s); (3) any individual order requirements; (4) the shipping destination; and (5) the order costs including any VAT where required. Our acceptance of the order will take place as described in clause 2.5.

2.2 There is a minimum wholesale order quantity ("MOQ") in respect of trade orders. The MOQ is 10 units of 100ml products or 15 units of 50/60ml products.



Leaping Fish Ltd Terms and Conditions of supply.

2.3 In addition to the provisions of clause 2.2, if you are based on the UK mainland and wish to place an order for products with Leaping Fish Ltd which is less than the MOQ, we may at our discretion accept an order of 10 products as an initial order.

2.4 If Leaping Fish Ltd is unable to supply you with any product(s) ordered we will inform you of this by email as soon as is reasonably practicable upon becoming aware of any such issues. Leaping Fish Ltd will refund you the full amount that you have paid in respect of the relevant products as soon as is reasonably practicable, where you have already paid for the products.

2.5 Once your order is received by Leaping Fish Ltd it will be added to the dispatch workflow system list for the next available day and scheduled for processing. We will email you with confirmation of your order.

2.6 Once Leaping Fish Ltd has received the order details we will provide you with an estimated dispatch and delivery date. Please note that any dispatch and/or delivery date provided are estimates only.

2.7 Leaping Fish Ltd will endeavour to meet the order process time of five days for orders of up to 500 units. Larger orders may require a longer processing period and will be negotiated on receipt of the order.

2.8 Once your order is ready to be dispatched, Leaping Fish Ltd will confirm and accept your order by email and sending you an electronic copy of the invoice which will confirm the details of your order, an order number and the amount payable by you in respect of your order, together with any delivery or other charges applicable to your order in accordance with clause 3 and/or clause 4. It is the customer's responsibility for any errors or missing information once the order is confirmed by you.

2.9 The invoice provided will only relate to products that are ready to be dispatched to you. Where some products from your order are unavailable, out of stock or are not ready for dispatch for whatever reason, they will be dispatched at a later date.

2.10 We will endeavour to process orders into the dispatch workflow as quickly as possible, within 48 hours. Orders placed over a weekend or public holiday may require additional time but we will endeavour to process them within 72 hours.

2.11 Subject to clause 2.12, payment terms from receipt of the invoice are payment in full within 30 days. First orders from a new customer must be a minimum of 30 units (clause 2.2) and payment received in full before the goods are dispatched.

2.12 Please tick the relevant checkbox when prompted to do so to confirm you accept these terms and our delivery and return and cancellation policies. If you refuse to accept these terms and our delivery and return and cancellation policies, you will not be considered an authorised agent of Leaping Fish Ltd and therefore unable to order any products from Leaping Fish Ltd .

2.13 If any of these terms conflict with any term of the order, the order will take priority.

2.14 You may make a change to an order for products at any time before Leaping Fish Ltd dispatch the products by contacting us. Where this means a change in the total price of the order, we will issue an amended invoice. You may be able to cancel the order strictly in accordance with clause 9 in these circumstances.

2.15 We reserve the right to refuse or decline any order at our discretion.



Leaping Fish Ltd Terms and Conditions of supply.

2.16 Leaping Fish Ltd will provide samples of our products in receipt of a request in writing from you.

3 OUR PRODUCTS.

3.1 Leaping Fish Ltd's website is solely for the promotion of our products and the images of the products on our site are for illustrative purposes only. Although we have made every effort to display the product qualities and that the images it contains are accurate, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the products. The products that you receive from us may vary slightly from those images.

3.2 Leaping Fish Ltd's products are made from natural ingredients and therefore there may some variations in the appearance of the products.

4 DELIVERY OF OUR PRODUCTS.

4.1 We will deliver the product(s) ordered by you together with a hard copy of the invoice, to the address which you give for delivery when you make your order. If any of the details you have given to Leaping Fish Ltd in your delivery address are incorrect, we are not responsible for any items which have not been or are not received.

4.2 Each ordered delivered will be accompanied by a delivery note which shows the date of the order, all relevant order numbers, the type and quantity of the products (including the product code number where applicable) and any special storage instructions if required.

4.3 Please note that time scales for delivery and delivery charges will vary depending on the availability of the products and your delivery address. Leaping Fish Ltd products are produced in the UK. Please allow extra time for deliveries to be made outside the UK.

4.4 Once an order has been shipped, you will receive an email from Leaping Fish Ltd notifying you of the dispatch of the order. All orders are shipped using a fully traceable carrier and you will be provided the relevant shipping and tracking details in our dispatch notification mail to enable you to track the order being shipped.

4.5 Deliveries within the UK are shipped using couriers and generally arrive at their destination on the next working day following our notification of the dispatch by email.

4.6 Orders into the E.U. are sent using Royal Mail and/or couriers depending on various circumstances including value and delivery times.

4.7 When placing an order with us, you can supply Leaping Fish Ltd with individual delivery instructions and we will pass these instructions on to the courier on your behalf.

4.8 All deliveries are scheduled for weekday delivery unless requested otherwise by you when placing your order. A signature is required in order to make and take delivery of the products. Unsigned for or undelivered orders will be managed by the Couriers according to their own procedures. Leaping Fish Ltd is not responsible for events outside our control regarding delivery of orders.

4.9 If we are not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, Leaping Fish Ltd will deliver the order in instalments. We will not charge you extra delivery costs for this. If instalments are requested by the customer, each instalment shall constitute a separate contract governed by these terms.



Leaping Fish Ltd Terms and Conditions of supply.

4.10 The product(s) that constitute your order will be your responsibility and owned by you from the point at which Leaping Fish Ltd or the courier first attempt delivery, whether you (or any nominated alternative) take delivery or not.

4.11 If you are not entirely satisfied with a product for any reason, you may return it to Leaping Fish Ltd at your own cost within 21 calendar days of receipt if you send us the proof of purchase. We will refund you the price you paid for the product once we have received the product back in a saleable condition.

4.12 Following your receipt of the order you will have a period of 72 hours to check for any defects, faults or errors in respect of the products delivered and to notify Leaping Fish Ltd that you will be returning any products to the company and the reason for any such returns.

4.13 If you fail to notify Leaping Fish Ltd within the 72 hour period referred to in clause 4.12 that you intend to return any products to us, we are under no obligation to accept the return of any such products from you, but where we do accept their return Leaping Fish Ltd do so at our discretion and on such terms as we shall specify to you in writing.

4.14 products returned in an undamaged and unused condition will be eligible for a full refund.

5 RISK AND TITLE.

5.1 Risk and responsibility for the products shall pass to you from the point at which Leaping Fish Ltd or the courier first attempt delivery, whether or not you (or any nominated alternative) take delivery or not.

5.2 The customer does not own the products until Leaping Fish Ltd have received payment in full (in cash or cleared funds) for: all the products in respect of the delivery, and any applicable delivery or other charges.

5.3 Until title to the products has passed to you, you shall hold the products on a fiduciary basis as our bailee, and store the products separately from all other goods held by you so that they remain readily identifiable as our property.

5.4 The customer must maintain the products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery (or attempted delivery);

5.5 Notify Leaping Fish Ltd immediately if it becomes subject to any of the events listed in clause 6.

6 INSOLVENCY OR INCAPACITY.

6.1 If you become subject to any of the events listed in clause 6.2, or Leaping Fish Ltd reasonably believes that you are about to become subject to any of them and we notify you accordingly, then, without limiting any other right or remedy available to us, the customer will cease to be an authorised trader and we may cancel or suspend all further deliveries under these terms or under any other contract between you and Leaping Fish Ltd without incurring any liability to you, and all outstanding sums in respect of products delivered to you shall become immediately due and payable.

6.2 For the purposes of clause 6.1, the relevant events are: you suspend, or threaten to suspend, payment of your debts, or you being unable to pay your debts as they fall due or you admit inability to pay your debts, or (being a company) you are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either



Leaping Fish Ltd Terms and Conditions of supply.

unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) you have any partner to whom any of the foregoing apply.

7 RETURN OF PRODUCTS.

7.1 Where you are returning a product from the UK mainland and the product has a fault, if you notify Leaping Fish Ltd before returning the product to us we will provide you with a postage paid returns label. Return from the EU are paid for by the customer and Leaping Fish Ltd will reimburse the customer

7.2 When returning a product, please ensure that it is in a securely wrapped parcel with suitable packaging to ensure that the product does not get damaged in transit whilst being returned. You should include written details with the product being returned that clearly shows your order number, name and address, the reason for the return of the product and the action you would like Leaping Fish Ltd to take. If the product is returned in such a way that is not securely packaged Leaping Fish Ltd reserves the right to refuse to refund or replace the product(s). The customer must obtain a receipt or proof of posting from the relevant delivery agent to confirm postage. Returned goods should be sent to the company address.

7.3 Once the product(s) are received by Leaping Fish Ltd, we will confirm this to you via email within 48 hours of receipt. Exchanges and replacements are usually processed within 5-10 working days of receipt of the returned product. Leaping Fish Ltd will endeavour to process refunds within 5 days of receipt of the returned product. If you decide to return a product(s) to Leaping Fish Ltd for whatever reason, the item is your responsibility until it reaches us. The product(s) must be returned to us in a saleable condition as received by you within 30 calendar days of your receipt of delivery.

8 PRICE AND PAYMENT.

8.1 The price of the products will be as quoted on our website from time to time. Our prices may change from time to time, but price changes will not affect any order(s) that Leaping Fish Ltd have confirmed with you.

8.2 These prices do not currently include VAT. However, when Leaping Fish Ltd is required to charge VAT the customers will be notified and prices adjusted according.

8.3 The prices for the products exclude any delivery costs, which will be added to the total amount due. Our delivery charges are as set out on the website and will be confirmed in the invoice issued to you.

8.4 Leaping Fish Ltd will endeavour to charge the correct prices for our products. Where there is an error and the price charged is greater than that advertised, Leaping Fish Ltd will refund the difference.

8.5 Payments made be made through credit, debit cards, cheque or electronic bank transfer.

8.6 Any additional charges or fees payable to any financial institution or bank for processing payment in respect of your order are your responsibility and must be paid by you. Any refund payable by Leaping Fish Ltd to you will not include an amount in respect of any such charges or fees.



Leaping Fish Ltd Terms and Conditions of supply.

8.7 Where any credit is provided to you by Leaping Fish Ltd pursuant to clause 2.11, you shall pay the invoice in full and in cleared funds in accordance with the terms of credit set out on the invoice or as otherwise agreed between us in writing and the provisions of this clause 8 in respect of payment generally.

8.8 If you fail to make payment due to Leaping Fish Ltd on the due date for payment (the “ Due Date”), then you shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of Bank of Scotland plc from time to time. Such interest will accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement. You shall be required to pay the interest together with the overdue amount.

9 YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND.

9.1 The Consumer Protection (Distance Selling) Regulations 2000 will apply to these terms. These regulations entitle consumers to cancel an order during the period set out in clause 9.4 below, and receive a refund.

9.2 You may cancel an order at any point prior to the order being dispatched. If the order has been dispatched but has not been delivered Leaping Fish Ltd will endeavour to have the order returned to our premises. If Leaping Fish Ltd is unable to cancel the delivery of the products the customer becomes liable for the products as stated in these terms in clause 5, and will be held responsible for either the payment for the order or the return of the product as in clause 7.

9.3 To cancel an order or part of it, please email Leaping Fish Ltd at sales@leapingfish.co.uk. You may wish to keep a copy of your cancellation notification for your own records. We will endeavour to confirm cancellation of your Order within 24 hours of receipt by us of your cancellation notice. However, please allow up to 48 hours for Leaping Fish Ltd to check and process the cancellation, and up to 72 hours where cancellation of an order or part of it is placed over a weekend or public holiday

9.4 If we agree to cancel your Order or part of it, you will receive a full refund of the price you paid for the products and any applicable delivery charges paid. We will process the refund due to you as soon as is reasonably practicable and, in any case, within 30 calendar days of the day on which you gave notice of cancellation.

9.5 If you have returned the products to us under this clause 9 because they are faulty or mis-described, we will either offer you a replacement product(s) or refund the full price of the defective product if paid, any applicable delivery charges relating to the order.

9.6. Unless the products ordered were faulty or not as described, and the order has been delivered, the customer will be responsible for the cost of returning the cancelled order.

10 OUR LIABILITY TO YOU AS A CONSUMER.

10.1 Where any of Leaping Fish Ltd products are purchased by you as a wholesaler for retailing our contract is strictly with you and we have no responsibility to the end customer.

10.2 If Leaping Fish Ltd fails to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable.



Leaping Fish Ltd Terms and Conditions of supply.

10.3 To the maximum extent permitted by law, Leaping Fish Ltd disclaims any and all express, implied or statutory warranties, guarantees, representations or other terms and conditions relating to these terms or their subject matter not expressly set out in these terms, including without limitation the warranties or guarantees of merchantability, acceptable quality, title, non-infringement of third parties rights, and fitness for particular purpose and any other terms implied by sections 13 to 15 of the Sale of Goods Act 1979.

10.4 Subject to any obligations under the non-excludable provisions and to the fullest extent permitted by law, in no event shall Leaping Fish Ltd and any of the parents, subsidiaries, affiliates, related companies, suppliers, advertisers, sponsors, third party service providers, and/or our employees, officers, directors, and agents be liable for any incidental, consequential, punitive, indirect or special damages (or lost profits and damages) whether based on warranty, contract, tort (including without limitation negligence), or any other legal theory, and whether or not we are advised of the possibility of such damages.

11 EVENTS OUTSIDE OUR CONTROL.

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these terms that is caused by an Event Outside Our Control (as defined in clause 11.2).

11.2 An “Event Outside Our Control” means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these terms.

11.4 Our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

12 YOUR OBLIGATION TO US.

12.1 We shall notify you of our wholesale pricing tables from time to time which set out the recommended retail price of Leaping Fish Ltd products (the “RRP”) which is the price (other than special offers or promotions) that are those found on our website.

12.2 As an authorised wholesaler you agree that where you intend to sell any of Leaping Fish Ltd products to any third party, you shall not apply any discounts or sales to, or in respect of, any of our products without notifying us in advance.

12.3 You will not act as a wholesaler and supply Leaping Fish Ltd products to a third party for resale without the expressed permission of Leaping Fish Ltd. We will notify you of any Resellers, businesses or individuals that Leaping Fish Ltd does not allow you to sell our products to such as Amazon, eBay, Etsy or Gumtree; if you wish to sell through other internet-based suppliers



Leaping Fish Ltd Terms and Conditions of supply.

permission must be obtained from Leaping Fish Ltd first to avoid confusion of prices, offers or other issues around the product, or damage to the brands owned by Leaping Fish Ltd. Failure to do so may result in the removal of your business as an authorised wholesaler and therefore supply of further products..

13 INFORMATION ABOUT US AND HOW TO CONTACT US.

13.1 If you have any questions or if you have any complaints, please contact Leaping Fish Ltd by telephoning us on 07740191257 or by e-mailing us at enquiries@leapingfish.co.uk. If you wish to contact us in writing you can send correspondence to the email address above or by post to Leaping Fish Ltd Ammonite House, 3 Jubilee Road Swanage Dorset BH19 2SE.

14 HOW WE MAY USE YOUR PERSONAL INFORMATION.

14.1 We will use the personal information you provide to Leaping Fish Ltd to provide the products and manage our business arrangements with you as an authorised wholesaler.

14.2 We will not give, sell or pass on your personal data to any other third party.

15 INTELLECTUAL PROPERTY RIGHTS.

15.1 The website design and all intellectual property rights in the website, including all text, graphics, information, content, and other material displayed on or that can be downloaded from the website are either the property of, or used with permission by, Leaping Fish Ltd and are protected by copyright, trademark and other laws and may not be used, reproduced, published, transmitted, distributed, displayed, performed, exhibited, modified, used to create derivative works, sold, re-sold or used in any sale, or exploited for in any way, in whole or in part, except as provided for in these terms and unless you obtain the prior written consent of the owner of such material. All such rights are reserved.

15.2 You may not modify the information or materials located on the Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public or commercial purpose. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Any unauthorised use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

16 OTHER IMPORTANT TERMS.

16.1 This contract is between you and Leaping Fish Ltd . No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.2 A waiver of any right or remedy under these terms is only effective if given in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.



Leaping Fish Ltd Terms and Conditions of supply.

16.3 Except as set out in these terms, any variation to these terms shall only be valid and binding when agreed and confirmed in writing by Leaping Fish Ltd .

16.4 These terms are governed by English law and any contract for the purchase of products between Leaping Fish Ltd and customers and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by English law.

16.5 You and Leaping Fish Ltd both agree to submit to the exclusive jurisdiction of the English courts.

Leaping Fish Ltd

Terms and Conditions /Nov17