

# Terms & Conditions

## SIA MARKENN<sup>1</sup>

Please read the following terms and conditions carefully. The ordering of goods and/or services from SIA MARKENN indicates that you are in agreement with them. SIA MARKENN is limited company registered in Latvia under company number 42103026434.

E-mail: [info@ilvolo.eu](mailto:info@ilvolo.eu)

Website: [www.ilvolo.eu](http://www.ilvolo.eu)

VAT No. LV 42103026434

“We” - SIA MARKENN

“Customer” - You

## 1. CONTENT

We reserve the right to vary our prices, product/service descriptions and website content whenever necessary. The wholesale prices are including VAT and do not include delivery. A detailed VAT invoice will be issued by email once the order has been placed. **BEFORE PLACING AN ORDER** Customer is entitled to sign an agreement that includes proposed goods and/or services with price breakdown and any possible changes/conditions that are discussed prior to signing the agreement. **NOTE.** Customer **MUST** be a VAT payer to order goods from SIA MARKENN. We make every effort to ensure that the images of the products on our website are accurate. However, we reserve the right to change any of our products without prior notification. Due to differences between individual monitors, the colours of products shown may be slightly different to their true colours. Images are used for illustrative purposes only and may not be identical to the product you receive. Any copying of the material or content on [www.ilvolo.eu](http://www.ilvolo.eu) is strictly prohibited unless permission is granted for selling purposes.

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<sup>1</sup> SIA - Limited Company in Latvia

## 2. ORDERING and AVAILABILITY

We operate MOQ, which is the minimum order quantity. If order from warehouse - 150 pcs. There is no minimum pieces per size. If Customer wish to order production of our goods, the minimum quantity per 1 colour is 300 pcs. Customer must order at least 5 pieces per size.

**How to make an order?** Just contact us and we will help you! We aim to ensure we have product availability, however we cannot guarantee 100% stock availability. If Customer orders small bulk, then there is an opportunity to get it straight away. However, in most cases goods should be produced before dispatching - «Made to Order option». Should you require a large volume of a particular product then please e-mail [info@ilvolo.eu](mailto:info@ilvolo.eu) in order to discuss your requirements.

## 3. PAYMENT

**When to pay? If Customer orders from warehouse** In this case Customer pays before delivery of goods. Once the order has been confirmed Customer has to pay 100% for the goods ordered. When goods are dispatched Customer is issued a receipt with a tracking number. Delivery of goods is paid by Customer. **If Customer selects «Made to Order» option / Label Design / Product Development Service** In this case, once the order has been confirmed, Customer pays 50% before delivery of goods/services. Customer has to pay the remaining (50%) when goods are dispatched/services are delivered. Customer will be issued a receipt with a tracking number. Delivery of goods is paid by Customer.

**Method of payment:** Bank transfer. Bank details are included in an invoice that is sent to Customer upon order confirmation. **Currency of payment** Customer makes a bank transfer in Euros. We do not currently offer Credit facilities and therefore, orders will not be confirmed and processed until payment has been made in full.

## 4.SHIPPING

We usually use DPD services to deliver our goods ([www.dpd.co.uk](http://www.dpd.co.uk)). The price will depend on the weight of the parcel. Once we know the number of goods Customer would like to order, then we can tell how much it will cost. Customer is responsible for ensuring that all the details are correct as we cannot be held liable for any mis-delivery arising out of incorrect information that you have provided. Our working days are Monday – Friday excluding holidays. We will send an email on the day that we dispatch the order. **Once dispatched goods will normally be delivered within 5 working days.** These lead times and delivery times are not binding. Delivery usually takes place between 9am and 6pm, Monday to Friday. Please note that some delivery drivers may operate outside these times. We are unable to accept specific requests for times or days. Some deliveries are made by a tail lift lorry, and therefore you must ensure that they have suitable access and are able to stop and unload safely. Please ensure there is someone available to sign for and unload the delivery, using your own equipment where necessary. Once unloaded it is your responsibility to get the goods inside your premises. Deliveries can consist of more than one box or pallet. Ensure you check the delivery note and sign for the correct number. If there are any signs of damage to your consignment, please notify us immediately and note this on the delivery manifest. If you suspect significant damage has been caused, do not accept the delivery.

**6. LIABILITY** Risk of damage or loss of the goods passes to you at the time of delivery to you. Unless specified on the products page goods do not come with any warranty or guarantee other than implied by law for business to business sales.

**7. RETURNS** We do not accept returns of unwanted or non-faulty items. Any shortages or damages must be reported to our customer service team within 3 working days via email [info@ilvolo.eu](mailto:info@ilvolo.eu) indicating “DELIVERY REPORT” in the subject. All claims shall be waived if they fall outside this timescale. Faulty goods may need to be returned to us, along with a returns form, for inspection. Any returns are at your own cost and you will be responsible for the handling and shipping of the

contents of your return. On receipt of the returned goods, we will inspect the products. If

liability is accepted we will refund you for the cost of the goods and the reasonable return postage costs. Liability will never exceed the value of the goods. Prior to sending items back please contact us via email [info@ilvolo.eu](mailto:info@ilvolo.eu)

## **8. AMENDING OR CANCELLING AN ORDER**

Once a payment has been made, we cannot amend or cancel your order. Any changes or cancellations **must** be done **before** the payment is made. This is only if you buy from warehouse.

## **9. OWNERSHIP and RISK**

Transfer of risk passes from us to you once you have accepted delivery of the order. Ownership of the goods shall not pass to you until we have received in full cleared funds of all sums due in respect of the order. We shall be entitled to recover payment for the goods even though ownership of any of the goods have not yet passed from us.

## **10. RETENTION OF TITLE**

Notwithstanding delivery and the passing of risk, property in and title to, the goods shall remain with the seller until the seller has received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer.

## **11. COPYRIGHT/TRADEMARKS/DATA PROTECTION**

All rights in the designs and information on our website are owned by us. They are protected by copyright, trademarks and other intellectual property rights. You may view, copy and print portions of our website for the sole purpose of placing an order with us. The materials on our website may not be used for any other purpose unless permission has been granted by SIA MARKENN for selling purposes. We will use the information which you provide and the records of items you buy to constantly monitor and improve our service and for marketing purposes in accordance with our

Privacy Policy.

## **12. FORCE MAJEURE**

We are not liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control, including but not limited to acts of God, accidents, acts of terrorism, war, fire, strikes, lock outs, failure of any communications including telecommunications or computer systems, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and we shall be entitled to a reasonable extension of its obligations.