

2010

Cozy Bay Ltd

[Cozy Bay Ltd Drop Shipping Service Terms and Conditions]



Cozy Bay Ltd Drop Shipping Service Terms and Conditions

1. Governing Law

1.1. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

1.2. These Terms and Conditions shall be construed and governed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

2. Orders, Returns & Cancellation

2.1. The purchase price for products shall be agreed between Cozy Bay Ltd and The Drop Shipping Service Account Holder and may be changed by Cozy Bay Ltd at any time without notice. Any increases in price shall not occur unreasonably.

2.2. The Drop Shipping Service Account Holder may offer the product for sale at any price and any profit earned shall be the sole possession of The Drop Shipping Service Account Holder. Any losses shall also be borne entirely by The Drop Shipping Service Account Holder.

2.3. All orders are by cleared funds (orders will not be dispatched until they are paid for in full). The Drop Shipping Service Account Holder will be responsible for collecting payment from the consumer, as Cozy Bay Ltd will not directly bill any of The Drop Shipping Service Account Holder's customers. No shipments will be made on any account that has become delinquent.

2.4. Cozy Bay Ltd is responsible for orders reaching The Drop Shipping Service Account Holder or The Buyer; orders failing to be delivered will be re-sent at Cozy Bay Ltd's expense. Orders received that are incorrect should be advised within 2 days of delivery.

2.5. Faulty products can be returned directly to Cozy Bay Ltd and Cozy Bay Ltd will send out a replacement. When no replacement is available, a refund will be issued. The Buyer should return it along with a description of the fault. If the product is not faulty, The Drop Shipping Service Account Holder will pay for shipping to return it to Cozy Bay Ltd (return postage should be at reasonable cost).

2.6. The drop ship service is a partnership between The Drop Shipping Service Account Holder and Cozy Bay Ltd and the responsibility for costs involved are shared. If a product has to be replaced, Cozy Bay Ltd will cover the cost of sending out the replacement; the cost of returning the product to Cozy Bay Ltd is between The Drop Shipping Service Account Holder and their customer. If a returned product is found to be not faulty, the product will be returned to The Buyer at their expense.

2.7 Damages are the responsibility of the carrier once the shipment has been released from Cozy Bay Ltd. The Drop Shipping Service Account Holder is responsible for making damage claims with the carrier as soon as the damage is detected. All packaging must be saved for inspection by the carrier. All claims must be made within 10 days of receipt of goods.

2.8. Every effort is made to ensure that all products are in full supply where available. Orders placed for out-of-stock products may either be refunded in full or placed on hold until the products are back in stock, when they will then be fulfilled. Cozy Bay Ltd will make every effort to give The Drop Shipping Service Account Holder accurate information regarding stock availability.



2.9 Requests for cancellation of orders must be phoned or emailed in Cozy Bay Ltd and receive a confirmation number. Without a confirmation or validation return number from Cozy Bay Ltd that the order has been cancelled, you are still responsible for payment of the invoice, including any handling fees and shipping charges. Orders can only be cancelled if they are on backorder.

If a problem exists on an order, it will be cancelled 48 hours after being placed if there is no response to messages left informing you of such an issue. Cozy Bay Ltd will reasonably attempt to work with you if sufficient notice is received and if no invoice, shipping fees, charges or other damages/costs have occurred.

3. Risk and Property

3.1. Title to the Goods shall not pass to the Buyer until Cozy Bay Ltd has received payment of the full price due under the Contract in cash or cleared funds to Cozy Bay Ltd and all other amounts outstanding to Cozy Bay Ltd, but, even though the title has not passed, Cozy Bay Ltd shall be entitled to sue for their price once this payment has become due.

3.2. Risk in the Goods shall pass to the Buyer upon dispatch.

4. Intellectual Property Rights

4.1. The Drop Shipping Service Account Holder agrees that any use of trademarks and/or logos owned by Cozy Bay Ltd namely Cozy Bay TM and the crown logo shall comply with the following guidelines:

4.1.1. Each and every usage of these trademarked phrases will display the Trademark (TM) symbol

4.1.2. Ownership of the trademarks and logo will be acknowledged on any web page or other document containing the trademarks or logo

5. Disclaimers, Restrictions & Limitations

5.1. Every effort is made to ensure that the information on Cozy Bay Ltd's web sites (www.cozybay.co.uk) is accurate, but Cozy Bay Ltd accepts no liability for any errors on The Drop Shipping Service Account Holder's site.

5.2. This agreement does not designate The Drop Shipping Service Account Holder to be the agent, partner or legal representative of Cozy Bay Ltd for any purpose whatsoever, and the business conducted by The Drop Shipping Service Account Holder pursuant to the drop ship agreement with third parties shall be wholly at The Drop Shipping Service Account Holder's own risk.

5.3. The Drop Shipping Service Account Holder is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Cozy Bay Ltd or to bind Cozy Bay Ltd in any manner whatsoever except those expressly stated by these terms and conditions.

5.4. The Drop Shipping Service Account Holder agrees to indemnify and hold Cozy Bay Ltd harmless for any legal actions or costs incurred as a result of any misrepresentations by The Drop Shipping Service Account Holder or any other violations of these Terms & Conditions. The Drop Shipping Service Account Holder shall indemnify and hold Cozy Bay Ltd harmless from and against any and all liability, damage, loss, cost or expense arising out of or resulting from any claims made or legal actions brought against Cozy Bay Ltd or The Drop Shipping Service Account Holder, which arise out of or result from The Drop Shipping Service Account Holder's negligent act or omission in the marketing and selling of the products and/or breach of the drop ship agreement, including but not limited to, its failure to comply with all laws, regulations, rules, ordinances and statutes.

6. Rights & Obligations



6.1. The Drop Shipping Service Account Holder shall ensure that the advertising and the promotion of the products within The Territory conform to all applicable laws and regulations.

6.2. The Drop Shipping Service Account Holder shall avoid any actions that may bring the Cozy Bay Ltd products into disrepute.

6.3. The opening of accounts is at the discretion of Cozy Bay Ltd.

6.4. Cozy Bay Ltd reserves the right to suspend or close accounts that violate these Terms & Conditions, misuse our system, or for any other reason without notice. Cozy Bay Ltd will not suspend or close accounts unreasonably

6.5. Cozy Bay Ltd retains the right to modify this agreement at any time and will provide you with notice of any material change. Your continued participation within our program by placing orders or continuing to have our images on your site will constitute acceptance of said modifications to this agreement, to the terms and conditions and policies.

7 Terminations:

The Drop Shipping Service Account Holder must notify Cozy Bay Ltd of compliance for verification. To expedite your release we ask that The Drop Shipping Service Account Holder provide a link to the website(s) where The Drop Shipping Service Account Holder offered our products. By signing below, we, Cozy Bay Ltd, and you ("The Drop Shipping Service Account Holder") accept and agree to all of the terms and conditions set forth above. We look forward to working with you and providing a mutually beneficial service.

The Drop Shipping Service Account Holder Information

Account Holder Name	
VAT No.	
Company name and Registration No.	
Address	
Address 2	
Post Code	
Phone Number	
Fax Number	
Email	
Website	

DATE _____ Signature _____