



Terms and Conditions of Sale

1. General

1.1 These terms and conditions ("**the Terms**") apply to all transactions between Vivid Product Design Limited ("**Vivid**") and you which are entered into:-

- (a) through our website, www.winkku.co.uk or one of our affiliated sites (each "**a Site**" and together "**the Sites**"); or
- (b) by post, telephone or email.

These Terms take precedence over and exclude any terms and conditions which you may seek to introduce.

1.2 Throughout these Terms:-

- (a) when we refer to we, us, our etc., we are referring to Vivid; when we refer to you etc. we are referring to you, the customer;
- (b) any reference to Goods shall mean the winkku® branded products and accessory products which are available to purchase from Vivid, including those displayed on the Sites.

2. Goods

Vivid has taken all reasonable steps to ensure that the Goods are described as fairly and accurately as possible on the Site and in Vivid's promotional material (such as, but not limited to, sales brochures). We also endeavour to ensure that all price and availability information is accurate and up to date. In the unlikely event that the Site or any such promotional material contains any inaccurate, incomplete or out of date information we shall endeavour to rectify this as soon as practicable.

3. Steps to go through to place your Order

3.1. When you place an order (whether online or offline), you are offering to purchase the Goods from us on the basis of these Terms. For online orders, you must expressly confirm that you have read and accept the Terms as part of the order process. **In all cases, a contract of sale will come into force when we dispatch the Goods to you.**

3.2. The steps in our online order process are displayed on the Site and can be accessed through the following link: **[insert link]**

4. Price

4.1. All sums quoted by Vivid on the Site and/or its promotional material are inclusive of Value Added Tax (VAT), where applicable and unless stated otherwise.

- 4.2. For online orders, the price to be paid by you is the price displayed on the Site at the time Vivid receives the order. We will try to ensure that all prices on the Site are accurate. If any pricing errors come to our attention, by whatever means, we will take reasonable steps to inform you and we will give you the option to reconfirm the order at the corrected price or cancel it. If we cannot contact you, the order will be treated as cancelled. If the order is cancelled, for whatever reason, a full refund will be made.

5. Payment

- 5.1. Payment for online orders can be made by any method specified in the Payment section of the Site. We take all reasonable precautions to keep your order and payment details secure. For offline orders, you will be advised of the available payment methods when placing your order.
- 5.2. For both on and off line orders, you confirm that the credit or debit card with which you make payment is held validly in your name. We cannot be held liable for any delays or non-delivery which may occur if the credit or debit card provider does not authorise payment. You should also ensure that any information supplied by you is correct before proceeding to payment. Vivid does not accept responsibility or offer refunds if you provide incorrect information.

6. Delivery and Returns

- 6.1 For online orders, delivery charges for the UK are automatically calculated and displayed on the screen when you have selected the quantity of Goods that you wish to buy. The postage and packing costs will depend on the number of items you wish to buy. The cost for worldwide delivery will be calculated and displayed when you have entered your Billing Details in the payment section and selected the country to which the Goods are to be delivered. Any delivery times quoted by us are estimates only and are based on availability.
- 6.2 For offline orders, you will be advised of the applicable delivery charges when placing your order.
- 6.3 The Goods will be dispatched to you by Royal Mail (or such other carrier that we consider suitable to ship your order). Ownership of the Goods, and any risk of loss or damage, will pass to you upon dispatch.
- 6.4 In terms of the Consumer Protection (Distance Selling) Regulations 2000 you have the period of 7 days in which to cancel your contract with Vivid and obtain a full refund. This 7 day period commences on the day after the day on which you received the Goods. If you do wish to cancel your contract, you must notify us in writing within this 7 day period. You must also take reasonable care of the Goods and return them to us (at your cost) with their original packaging.

7. Warranty

- 7.1 Each Winkku product comes with a 12 month warranty that, for this period, it will comply with and operate in accordance with its specification in all material respects. This warranty period commences on the date of dispatch of the Goods to you. If you consider that any Goods are faulty or defective, you must return the product to us immediately. If we agree that the product is indeed faulty and/or defective (and such fault or defect is not your fault), we will at our option either repair the product or replace it.

7.2 You should note that, if we repair or replace the Goods under Clause 7.1 above, you are not entitled to a new 12 month warranty from the date on which the Goods are repaired or replaced. If however your original warranty has not yet expired, the repaired or replacement Goods will be subject to the remainder of the original warranty.

8. Liability

8.1 Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

8.2 Subject to conditions 7.1 and 8.1, our total liability to you of any kind will be limited to the price of your order.

9. Intellectual Property

All intellectual property rights in and to any Goods (including, but not limited to, any patents or patent applications, registered or unregistered design rights, trade marks and copyright) are and remain the property of Vivid or our licensors (as appropriate).

10. General

10.1 If any provision of these Terms is held to be invalid or unenforceable by an appropriate court or tribunal, the remainder of the Terms shall remain in force.

10.2 We may update or modify these Terms from time to time and any changes to these Terms will be posted on this Site.

10.3 These Terms shall be governed by Scots law and the Scottish Courts shall have the non exclusive jurisdiction in relation to any matters arising under the Terms.

10.4 In the event that you are based in a country other than the UK, you are responsible for any use which you make of the Goods in your jurisdiction and for ensuring that such use does not breach or infringe the laws of that jurisdiction.