



Terms of trade

1. Definitions

In these conditions unless the context otherwise requires:

- Company means Pride Clothing/Merchandise, an extension of Pride Lands Ltd.
 - Buyer means the person, or company buying the goods from the Company.
 - Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
 - Contract means the contract between the Company and the Buyer for the purchase of the goods and/or services.
 - Date of the contract means where the contract arises from a quotation given by the Company,
 - i) The date of acceptance of the order by the Company; or
 - ii) The date upon written notification of acceptance of the quotation is received by the Company.
 - Contract price means the price of goods as agreed between the Buyer and the Company.
 - Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.
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2. Acceptance

If any instruction is received by the Company from the Buyer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

3. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

4. Price

- 4.1. The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/ or services supplied; or
- 4.2. The Price shall be the Price of the Company's current Price at the date of delivery of any goods.
- 4.3. Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due prior to delivery of any goods.
- 4.4. The Buyer agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.
- 4.5. The Company reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.
- 4.6. Delivery fees will vary depending on where items are being delivered.
- 4.7. Our delivery times are very consistent with the needs of the e-Commerce world and average: 10 – 14 days.

5. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

- 5.1. The method of payment will be made by cash, cheque, or by credit card, or by any other method as agreed to between the Buyer and the Company.
 - 5.2. Subject to any provision to the contrary in the Contract, payment shall be received before postage of purchased goods.
 - 5.3. Acceptance of Orders. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. For your convenience, you will be charged upon ordering and your order will be shipped within the time stated on the product specific page or mentioned under the
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"Shipping and Returns" and/or "International Shipping" webpages of the Site. Your order may be cancelled due to, but not limited to, limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or credit or fraud problems. We will contact you if any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after we have received payment, we will issue a credit by the charged payment method for the amount of the charge.

5.4. Order Quantity Limitations. We reserve the right to limit the quantity of items purchased per person, per household, or per order. These restrictions may be applicable to orders placed by the same payment account and also to orders that use the same billing and/or shipping address, or same e-mail address. We will provide notification to the customer e-mail and/or billing address provided should such limits be applied. We also reserve the right to prohibit sales to dealers or other corporations or institutions. If you are interested in purchasing multiple quantities of items for a corporation or institution, please contact us through our "Contact Us" webpage on the Site.

5.5. Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.

6. Intellectual Property Ownership

6.1 The Pride logo is a registered brand and its associated designs are trade marked. Buyers and users of the website may not copy or use this logo in any way unless given express permission by the registered owner of this logo.

7. Governing laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

8. Dispute resolution

The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

9. Reservation of title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

10. Warranty

The Company warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made

by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

11. Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Company against any claim by any such person.

We will use our best efforts to keep pride-clothing.com free from viruses and errors. However, we do not accept liability for any damage or loss caused to your computer hardware, software, Internet connections or other peripherals as a result of your use of pride-clothing.com

12. Complaints

If you have any complaints about the pride-clothing.com service, please contact us at sales@pride-clothing.com

13. Changes to Terms and Conditions

We may change these terms and conditions at any time. Each time you use pride-clothing.com you are agreeing to the terms and conditions applicable at that time. We provide a link to these Terms & Conditions at the bottom of every page of the website.

HAPPY SHOPPING & THANK YOU!
