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## **Terms and conditions**

### **1. Applicability**

These general conditions of supply will cover all services and products provided by Zwanny-ltd. Only if they have reference from Zwanny-Ltd in quotation, acceptance of order or any other headed documentation. All conditions comply with the laws of England /Wales.

### **2. Quotation, Orders, and Acceptance of order**

2.1 Zwanny Ltd submits quotation in writing, offering the prefer products/services applicable to the application. This will contain prices, currency technical specifications and conditions of payments and delivery time and place.

2.2 When a buyer places an order this must be in writing with Purchase number/name and authorized by authorised person, with signature.

2.3 Once the above is in place this is then a binding contract for the order and order conformation will be in writing within 24 hours of placing order.

### **3. Delivery Times**

3.1 Deliveries will comply with the contract of consumer and what has been agreed on the quotation and order acknowledgement, and the order from the buyer.

3.2 Zwanny Ltd will do their up best to keep to delivery times however if for unseen circumstances. The buyer will be notified and kept up to date. Zwanny Ltd will work with the supplier to rectify and solve any delivery issues.

3.3 If goods delivered damaged this will be investigated to see who is at fault, and remedied. Proof will be needed (photos). Once the goods have been signed for the goods are the buyers, and therefore Zwanny ltd no longer responsible.

### **4. Retention of title**

4.1 Once the goods have been signed for upon delivery. It is then up to the buyer reasonability to Store/ use as appropriate.

### **5. Prices and Payments**

Unless otherwise agreed the products/services shall be considered sold at prices stated on quotation and agreed by buyer and Zwanny Ltd.

# Zwanny - Ltd

**5.2** If payment is not made within the terms agreed Zwanny Ltd has the right, to add interest. Interstate rate will be 8% plus bank of England base rate for business transactions. If payment is not made within the 45 days of payment date Ltd will have to take legal action against the overdue payments. If products supplied are not paid for Zwanny Ltd has the right to collect from the customer at the customer expense

5.3 Zwanny Ltd has the right to increase the price if in the event of unexpected charges in Tax , value added tax, exchange rates, customs duties or any other public charges.

5.4 For waste management collections if there is a difference in description after sample analysis Zwanny Ltd has the right to charge extra cost for this.

5.5 Zwanny Ltd shall always be entitled to demand payment in zwanny Ltd discretion through an irrevocable transferable letter of credit confirmed through the bank. HSBC Cwmbran branch.

5.6 If payment is returned from the bank as unpaid Zwanny Ltd will add £50 plus VAT on to amount to be paid.

## **6. Liability for defects**

6.1 Zwanny Ltd will be liable for defects alongside main supplier if the following conditions are fulfilled.

6.2 It is established that the products / services are defective either in materials or workmanship. If there has been a defect on delivery this needs to be noted upon delivery, or within 28 days this will be issued providing the goods are under 6 months old and has been reported to Zwanny Ltd.

6.3 No markings from any manufacturing have been tampered.

6.3 Only goods / services provided by Zwanny Ltd not any other party.

## **7 Product liability**

7.1 Zwanny Ltd shall be liable for personal injury and damage to property. Only if it is proved that damage/injury was caused by gross negligence by Zwanny Ltd.

## **8. Force majeure**

8.1 Zwanny Ltd will not be liable for any failure to person caused by reason of force Majeure events including industrial labour disputes, riot, mobs, fires, floods, wars , civil unrest, embargoes, inadequate production capacity, machine or tool breakdown, shortage of labour, raw materials, energy, power fuels or means of transportation, whether effecting Zwanny Ltd or any other sub-contractor or for circumstances caused by the laws, regulations, orders or acts of any government or authority.

8.2 The buyer shall not be liable for failure to take delivery of the products if the buyer is prevented from doing by unforeseen governmental import restrictions or similar force majeure reasons.

## 9. Intellectual Property rights

9.1 The buyer acknowledges that all trademarks, names patents, industrial, design, drawings, plan and knowledge and other intellectual property, registered or not relating to the products shall remain the exclusive property of the main supplier via Zwanny LTD

9.2 The buyer shall not tamper with any marking or labels of the products without written consent from Zwanny Ltd

## 10. Return of goods

Returns Policy With exception to clauses, 3 & 8 or the statutory rights of the Buyer: Any goods that are returned or not accepted at delivery cannot be refunded or given credit note. Zwanny Ltd reserves the right to a restocking fee of 20% per item, plus delivery to pick and up and re deliver pack to warehouse. All goods must be as they were delivered ie: not opened.

## 11. Confidentiality

10.1 The buyer must not use or discuss any of Zwanny Ltd trade secrets or knowledge relating to the product or service.

10.2 Buyers will be advised on a need to know basis, for the correct application.

10.3 If photos are used and company name is mentioned permission will be granted.

10.4 All details of contracts between Zwanny Ltd and buyer/ supplier will be kept confidential.

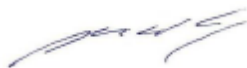
## 12. Communication

1 All communication between parties about contract and payments must be in writing via email, text, or in writing.

## 13. Inspections and approvals

12.1 The consumer must comply to the legislations and regulations of their country and submit to the goods needed to comply at their cost.

Singed Managing Director



Date 27/01/2026

