

Terms and Conditions

AK TEXTILES

1. INTERPRETATION:-

- 1.1: The definitions and rules of interpretation in this condition apply in these terms and conditions.
- 1.2: Interpretation and definitions are defined as below:
 - 1.2.1. Business: AMY KERR TEXTILES DESIGN, trading as, AK TEXTILES
 - 1.2.2. Conditions: These Terms and Conditions of sale
 - 1.2.3. Contract: Any contract for sale between the business and consumer for the sale of goods, incorporating these conditions of sale.
 - 1.2.4. Customer: The person, firm or company who purchases goods from the business.
 - 1.2.5. Goods: Any goods agreed within the contact to be supplied from the business to the customer.
 - 1.2.6. Sale: The sale of goods between the business and the customer.
 - 1.2.7. Seller/Vendor: AK Textiles
- 1.3: Words in the singular include the plural and words in the plural include the singular
- 1.4: Condition headings to not affect the interpretation of these conditions.

2. ACCEPTANCE:-

1. 2.1: This Purchase Order (“Order”) is not an acceptance of any offer to sell but is an offer to purchase from the vender (Seller/ business). This order (being the offer to contract) may be accepted within 10 days of the date of the order only by the business. Items as and for sale on this website amount to an Invitation to Treat only and not an offer in itself.
2. 2.2: Acceptance of the offer to order will be made by the Seller by way of writing, fax, orally or other EDI transmission or commencement of performance by the Seller. Acceptance is expressly limited to the terms and conditions of this order herein.
3. 2.3: Through acceptance of any form as described above, the Seller is expressly bound to the terms and conditions herein to the exclusion of all other terms and conditions including any contained in any acknowledgement, acceptance, letter, quote, invoice or other writing of Seller prior to, simultaneously with, or after acceptance.
4. 2.4: Any proposal for additional or different terms or any attempt by Seller to vary, in any degree, any of the terms of this Order in Seller’s acceptance or acknowledgement shall not operate as a rejection of this Order and this Order shall be deemed accepted by Seller without said additional or different terms.

3. CANCELLATION:-

1. 3.1: No order which has been accepted by the business may be cancelled by the customer except with the written agreement of the business and on the terms that the customer shall indemnify the business in full against all losses incurred, to include; loss of profit, cost of labour and materials used, damages, charges and expenses of the business as a result of said cancellation.

4. DESCRIPTION:-

1. 4.1: All goods are hand made in Ireland. As all goods are individually hand made, goods may slightly vary from photos/ sample. This is not sale by sample.
2. 4.2: All items are hand made and tested for durability.
3. 4.3: The customer is solely responsible for ensuring the suitability of the goods for any specific purpose.

5. CREATIVE ORDERS:-

1. 5.1: If the customer wishes to request a specific, modified or creative order, this is more than welcomed and may be agreed between the customer and the business by way of writing.

2. 5.2: Prices for such orders may be agreed between customer and business once the cost of material and labour required has been ascertained.
3. 5.3: All other parts of these Terms herein are otherwise applicable.

6. DELIVERY:-

1. 6.1: Customer may elect to collect goods at business address during business hours, with prior agreement of date and time from the business.
2. 6.2: Customer may also elect to have goods delivered to an address of their choosing. This will be sent through An Post and the business will provide the customer with a track and trace number.
3. 6.3: Customer hereby agrees to pay for said cost of delivery.
4. 6.4: Any dates specified by the business for delivery are intended to be estimates and the specific time for delivery will be agreed between the business and customer. In circumstances where the customer requires and expedited delivery, the business reserves the right to consider this factor when quoting a price.
5. 6.5: The business shall not be liable for any direct, indirect or consequential loss, damages, charges or expenses caused by any delay in the delivery of goods, unless said delay is caused by negligence on or behalf of the business, which the business will strive to avoid to the best of its ability.

7. TITLE:-

1. 7.1: Ownership of the goods shall not pass to the customer until the business has received full payment.

8. PRICE:-

1. 8.1: The price of goods shall be quoted by the business to the customer and shall be subject to: cost of materials required, cost of labour, time constraints, the design required, etc.
2. 8.2: The price of goods shall be stated within the contract between business and customer. Should there be any increase in price, through no fault of the business, due to economic situations or otherwise, the business will inform the customer of this increase as soon as the business is aware of same.
3. 8.3: The business will require a deposit price of 50% of the total cost of the order on placement of said order. The customer will then pay the remaining 50% prior to shipment of product.
4. 8.4: Goods will not be sent to customer from the business until full payment has been received, unless otherwise prior agreed between business and customer.

9. INTELLECTUAL PROPERTY RIGHTS:-

1. 9.1: The goods, together with any design, drawing, illustration or otherwise furnished to the customer by the business and all intellectual property rights therein are the property of the business.
2. 9.2: The customer may not copy, use, alter, modify or adapt the goods or designs contained within any produce furnished from the business to the customer.
3. 9.3: Nothing contained in or on the goods should be deemed as granting any license or right to use/ copy the intellectual property rights of the business.
4. 9.4: The business hereby reserves the right to take legal actions against any person(s)/ group who attempts to infringe upon the intellectual property rights of the business.

10. FORCE MAJUERE:-

1. 10.1: The business reserves the right to delay date of delivery or to cancel the order due to reasons beyond the businesses control including and without limitation to; Acts of God; governmental actions; national emergency; acts of terrorism; personal situations of the maker.

11. INSPECTION/ TESTS:-

1. 11.1: All goods will be subject to customers inspection and testing at reasonable times and places. It is expressly agreed that inspections and or final payments prior to or at time of delivery will constitute a final acceptance of the goods and such acceptance may not be revoked.
2. 11.2: The business hereby endeavours to inspect and test all products are fit for their purpose.

3. 11.3: All goods are hand made and tested in Ireland.

12. INTEGRITY:-

1. 12.1: AK TEXTILES prides itself on being a sustainable, ethical and responsible business, producing a high quality of textile design, art and fashion accessories.
2. 12.2: The business hereby guarantees a high quality of customer service and will provide a transparent chain of supply for said goods and willing to go through any questions or queries in regards to said information with the customer.
3. 12.3: The business hereby provides a free repair service of any item or product requires to be mended due to durability issues through wear and tear/ over use to increase the longevity and lifespan of your product.
4. 12.4: The business hereby will offer a repair service at the best price reasonably attainable should the damage caused to the product be the fault of the customer.

13. GDPR:-

1. 13.1: The business will require the personal information as is requested on the order form so as to accept your offer to purchase, confirm the details and/ or answer enquiries. This information will include: NAME, EMAIL ADDRESS, PHONE NUMBER, DELIVERY ADDRESS AND NATURE OF ENQUIRY/ SPECIAL DELIVERY INSTRUCTIONS/ ANY OTHER INFORMATION REQUIRED TO SECURE DELIVERY.
2. 13.2: All of this information will be saved securely and deleted after a period of 6 months.

CHAIN OF SUPPLY: Link to supply chain on website : <http://www.aktexiles.ie/transparent-supply-chain>