

TERMS & CONDITIONS OF SALE

FROSTBOUND LTD.



1. Legal Status of These Terms

- 1.1 These Terms and Conditions of Sale (“Terms”) form a binding contractual instrument between Frostbound Ltd., a private limited company incorporated in England and Wales under company number 16096016 with its registered office at 11 Freddie Steele Street, Stoke on Trent (“Frostbound”, “we”, “our”, or “the Company”), and any person, firm or entity placing an order for goods (“you”, “your”, or “the Customer”).
- 1.2 These Terms govern all offers, acceptances, transactions, deliveries, and post-sale services relating to the sale of goods by the Company, whether transacted through our digital commerce platform, electronic interface, concierge order form, or any authorised channel.
- 1.3 These Terms incorporate by reference, and are legally supplemented by, the following corporate policies, each of which shall be read as forming part of the same contractual framework:
 - Frostbound Ltd. Privacy Policy;
 - Shipping & Fulfilment Policy;
 - Returns & Refunds Policy;
 - Pre-Order Terms (where applicable);
 - Any ancillary agreement published by Frostbound Ltd. and expressly referenced at point of sale.
- 1.4 In the event of inconsistency between these Terms and any marketing, promotional or summary material, these Terms shall prevail.

2. Offer, Acceptance & Contract Formation

- 2.1 Your submission of an order via our website or order portal constitutes an offer to purchase goods in accordance with these Terms. No legally binding contract shall arise unless and until we issue a written Order Confirmation by email expressly confirming acceptance and the dispatch of the goods.
- 2.2 The Company is not obliged to accept any order and may reject or cancel any order at its sole discretion prior to dispatch, without liability to you, including (without limitation) where:
 - the item is no longer available;
 - pricing, description or imagery is materially erroneous;
 - payment authorisation is refused;
 - fraud or abuse is suspected;
 - shipping restrictions apply.
- 2.3 Acceptance of any part of an order shall not constitute acceptance of the entire order unless expressly stated.

3. Pricing, Taxation and Payment

- 3.1 All prices are quoted in Pounds Sterling (£GBP) and shall, where applicable, be inclusive of VAT. Delivery charges, import duties, customs clearance costs, and applicable local taxes are additional and shall be borne by the Customer unless expressly stated otherwise in writing.
- 3.2 Prices are subject to change at any time prior to order acceptance. If an item is incorrectly priced, the Company shall notify you and offer the opportunity to re-confirm or cancel your order.
- 3.3 The Company accepts payment through secure, externally audited payment providers. The customer confirms that all payment information provided is valid, authorised, and free from encumbrance. No goods shall be dispatched until payment is received in full and cleared.
- 3.4 Where international orders are made, currency conversion fees, cross-border card fees, and similar charges levied by your payment provider shall be borne by you alone.

4. Pre-Orders and Deferred Fulfilment

- 4.1 The Company offers certain products for sale on a pre-order basis, meaning the goods are either in active production, procured on demand, or subject to a delayed fulfilment cycle due to sourcing requirements.
- 4.2 By placing a pre-order, you acknowledge and agree that:
- You are reserving goods not yet available for immediate dispatch;
 - Production may take up to 30 calendar days from confirmation;
 - The right to cancel the order is suspended during this production period, unless expressly permitted by statute (see clause 9).
- 4.3 Pre-orders are non-cancellable once processing has commenced, except where:
- Delivery is delayed beyond a further reasonable period after the stated production cycle;
 - Cancellation is mandated under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 4.4 The Company shall not be liable for indirect costs, lost opportunity, or business disruption arising from any delay in fulfilment of pre-order items, save where caused by gross negligence or wilful misconduct.

5. Dispatch, Delivery, Risk and Title

- 5.1 Orders will be dispatched to the address specified by the Customer at checkout, using carriers under contract with Frostbound Ltd. Estimated delivery times are indicative and do not constitute binding guarantees.
- 5.2 Risk in the goods shall transfer to the Customer at the point of confirmed delivery as evidenced by the carrier's delivery records (including, but not limited to, signature, GPS scan, or secure delivery confirmation).
- 5.3 Title in the goods shall pass only upon receipt by the Company of cleared payment in full.
- 5.4 Where delivery is refused, delayed by the Customer, or rendered impractical due to an error in the delivery address, the Customer shall be liable for re-delivery charges and any consequential losses.
- 5.5 All goods are shipped under standard DDU (Delivered Duty Unpaid) terms unless stated otherwise in writing. The Customer is responsible for complying with all import regulations and customs formalities in their jurisdiction.

6. Returns, Refunds and Cancellations

- 6.1 Statutory rights of cancellation are preserved for distance purchases, in accordance with Regulation 29 of the Consumer Contracts Regulations 2013. Subject to the exclusions below, you may cancel your order within 14 days of receipt and must return the goods within a further 14 days.
- 6.2 The right to cancel does **not apply** to:
- Goods that are made to your specifications or clearly personalised;
 - Pre-orders during the production cycle;
 - Garments that have been worn, washed, altered or returned in a diminished state.
- 6.3 Refunds shall be made within 14 calendar days of receipt and acceptance of the returned goods, using the original payment method.
- 6.4 All returns must be made in accordance with the procedure set out in our Returns & Refunds Policy. Failure to comply with procedural requirements may result in rejection or delay of refund.

7. Faulty or Non-Conforming Goods

- 7.1 If you receive goods that are materially faulty, misdescribed or damaged in transit, you must notify Frostbound in writing at returns@frostbound.co.uk within 48 hours of delivery. Failure to notify within this period may result in waiver of remedy.
- 7.2 Upon receipt of evidence and inspection (including photographic documentation), the Company shall, at its sole discretion:

- Provide a full or partial refund;
- Replace the goods at no further charge; or
- Offer a repair or remedial alternative.

7.3 No liability shall arise where the fault or damage is attributable to misuse, negligence, unauthorised modification, improper storage or handling after delivery.

8. Intellectual Property and Confidentiality

- 8.1 All rights in and to the products, designs, branding, technical specifications, imagery, trade dress, and website content are the exclusive property of Frostbound Ltd. or its licensors.
- 8.2 Reproduction, modification, distribution, or unauthorised use of Frostbound's intellectual property is strictly prohibited and may give rise to civil action and injunctive relief.
- 8.3 Any third-party platform, affiliate or agent authorised to sell Frostbound products shall be bound by specific brand protection covenants and must not dilute or misrepresent the Frostbound identity.

9. Limitation of Liability

- 9.1 Nothing in these Terms shall exclude or limit Frostbound's liability for death or personal injury resulting from negligence, fraud, or any liability that cannot be lawfully excluded.
- 9.2 Subject to clause 9.1, Frostbound's total aggregate liability to the Customer shall not exceed the total amount paid by the Customer for the goods giving rise to the claim.
- 9.3 Frostbound shall not be liable for:
- Indirect, special or consequential loss;
 - Loss of profit, goodwill, business opportunity or anticipated savings;
 - Delay or failure resulting from events beyond its reasonable control, including acts of God, carrier delays, or regulatory interventions.

10. Dispute Resolution and Jurisdiction

- 10.1 These Terms and any dispute arising out of or in connection with them (including non-contractual disputes) shall be governed by and construed in accordance with the laws of England and Wales.

- 10.2 The courts of England and Wales shall have exclusive jurisdiction to settle any disputes, except where the Customer is a consumer resident in a jurisdiction where local law confers non-excludable rights to local court access.
- 10.3 Alternative Dispute Resolution (ADR) mechanisms shall be explored in good faith prior to litigation, including mediation or arbitration, where suitable.

11. Final Provisions

- 11.1 No failure or delay in exercising any right or remedy under these Terms shall constitute a waiver thereof.
- 11.2 These Terms (together with the documents referred to herein) constitute the entire agreement between the parties and supersede any prior communications or representations.
- 11.3 If any provision of these Terms is found by a competent authority to be invalid, unlawful, or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.



**Authorised by Order of the Board Frostbound Ltd.
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