

### **1. Incorporation of Conditions**

All goods are sold on these conditions. They may only be varied by the parties in writing. Otherwise they will apply to all contracts by the Company notwithstanding any condition in a customer's offer or acceptance which purports to vary or exclude these conditions. Any order placed by the purchaser orally (including telephone orders) or by email shall be placed subject to these conditions. We reserve the right to take trade references before delivery of the goods. Should they be inadequate we may ask for payment before delivery.

### **2. Prices**

Unless otherwise expressly stated in writing by the company, orders are accepted on the basis that:

- a) all prices are exclusive of Value Added Tax which will be charged at the rate ruling at the time of despatch of the goods;
- b) in any event the Company shall be entitled without prior notice to adjust the stated price to take account of:
  - i. any cost to the Company resulting from any alteration made at the request of the purchaser in the place to which they are to be delivered;
  - ii. any extra cost to the Company resulting from goods being carried at the purchaser's request by methods other than those normally used.

### **3. Delivery**

- a) Delivery may be made by instalments and any failure or defect in one delivery will not vitiate the contract as to the remaining deliveries.
- b) For small orders the Company reserves the right to make a delivery charge.
- c) The Company is not in any case liable for loss or damage unless it is informed by the customer:
  - i. in the case of short delivery, within 3 working days from the date of delivery;
  - ii. in the case of damage, within 3 working days from the date of delivery;
  - iii. in the case of total non-delivery, within 2 working days from the date of invoice.

### **4. Return of Goods**

- a) Goods are not sold on a sale or return basis.
- b) No returns may be made without prior authorisation from the Company.
- c) The Company cannot accept returns if:
  - i. merchandise was shipped in perfect condition and in accordance with buyer's instructions;
  - ii. merchandise is soiled or otherwise unsaleable;
  - iii. in the event of complaint as to damage or short delivery, see condition 3 above.

### **5. Payment**

- a) The Company's standard credit terms are Nett 30 Days.
- b) All prices stated are payable in pounds sterling.
- c) The drawing and delivering by the purchaser or the acceptance by the Company of cheques or Bills of Exchange are honoured on presentation.
- d) Where deliveries in partial fulfilment of orders are made, invoices will be issued in respect of that part of any order delivered and payment shall be made in accordance with (a) above.
- e) In the event of late payment the Company reserves the right to charge interest at the rate of 5% above the Bank of Scotland plc base rate calculated from day to day.
- f) If payment is not made by the due date the Company will suspend any further deliveries until payment is made in full.
- g) If payment is made by credit card a surcharge at the rate of 2.5% may be payable.

### **6. Property and Risk**

- a) Property in the goods shall remain with the Company until the Company has received payment in full of the purchase price of the goods.
- b) The risk in goods sold by the Company passes to the purchaser upon delivery to the purchaser or the purchaser's agent.

### **7. Governing Law**

This agreement shall be governed and construed in all respects in accordance with Scots Law and the parties prorogate the jurisdiction of the Scottish Courts.

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