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Swinnow Lane, Bramley, Leeds LS13 4BS, England

Tel: 0113 3955 590 E-mail: accounts@boxergifts.com

**Scobie (Llarn) Ltd (trading as Boxer)**

**Conditions of Sale**

**Revised June 2017**

* 1. **Definitions**
  2. “We” or “Us” means Scobie (Llarn) Ltd, a company trading under the name Boxer.
  3. “You” is the party entering into a contract with us for the supply of goods.
  4. Delivery of goods shall be deemed to take place when we consign the goods to you, unless we deliver the goods ourselves in which case delivery takes place when we offload them to you.
  5. “Insolvency action” means administration, voluntary arrangements, winding-up, liquidation, bankruptcy, the appointment of a liquidator or notice of intended striking off

1. **General**
   1. These Terms and Conditions apply to every contract between us and you.
   2. These Terms and Conditions are the **only** terms applying to any contract between us and you. Nothing either we or you have said to each other before the contract (whether in writing or verbally) forms any part of these Terms and Conditions unless both we and you make a specific written agreement that it does.
   3. No representation by or on behalf of the us by an employee or agent (including but not limited to advice or recommendations as to the quality or suitability for specific purposes of our goods) takes effect unless both we and you make a specific written agreement that it does.
   4. If you want to vary the terms of an existing contract you can only do so with the written agreement of one of our Directors.
   5. If we at any time choose not to enforce any of these Terms and Conditions that does not stop us from enforcing any other of these Terms and Conditions.
   6. If a court decides that any of these Terms and Conditions is not enforceable, then the rest of the Terms and Conditions shall remain in effect.
   7. We reserve the right to alter any prices or descriptions of items in our catalogue and such prices and descriptions should be confirmed at time of order.
2. **Credit**
   1. Credit will be granted at our sole discretion and subject to you providing a fully-completed application form and to any references we ask for being taken up and reviewed.
   2. If you are a limited company we may require a personal guarantee from one or more of your Directors or, at our sole discretion, some other security.
   3. If you (or any person giving a personal guarantee) are based or live outside England or Wales we may require you to arrange further security.
   4. Any credit we provide to you is strictly on the basis that you comply with Clause 4(a) and we may withdraw credit at any time and at our sole discretion.
   5. Credit accounts will be reviewed periodically and accounts that have not traded for 6 months may have credit suspended or withdrawn.
   6. If we withdraw credit for any reason we shall be entitled to any or all of the remedies under Clause 4(c).
3. **Payment**
   1. All invoices for goods sold on credit are strictly net for payment within 30 days of date of invoice unless we and you agree a different payment period in writing.
   2. Time of payments shall be of the essence of the contract. This means that you agree that it is vitally important under the contract that we are paid on time.
   3. Where goods are sold by instalments each instalment shall be invoiced and paid for separately.
   4. If for any reason whatsoever payment is not made when due we shall be entitled to:
      1. charge interest and fees in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
      2. cancel or suspend any contract with you;
      3. require you to pay any other sums due to us immediately;
      4. enter into your premises and repossess and remove all of our goods that remain our property under clause 7.
   5. By entering into this contract you agree that you shall not be entitled to withhold payment by reason of set-off or counterclaim in respect of any claim disputed by us.
4. **Termination or Suspension**
   1. Without affecting any of our other rights we may terminate the contract or suspend further deliveries to you if:
      1. you fail to make due payment in accordance with Clause 4(a) for any goods; or
      2. you have any distress execution or other legal process levied upon you; or
      3. you make, or offer to make, any arrangements or compromise with creditors, or committing any insolvency action; or
      4. anyone tries to commit any insolvency action against you; or
      5. you have a receiver of your property or assets or any part of them appointed; or
      6. we receive any information concerning your financial status indicating that the you are unable to pay your debts.
   2. In the event the contract is terminated under clause 5(a) we shall be entitled to any or all of the remedies under clause 4(d).
   3. We reserve the right to withhold performance of any of our obligations under the contract if in our sole opinion your credit status becomes unsatisfactory.
5. **Delivery and Storage**
   1. Any date or time quoted for delivery is given as an estimate only and we will not be liable for any loss or damage howsoever arising by any matter beyond our reasonable control from failure to deliver on such stated date or at such stated time.
   2. By entering into this contract you agree that if we fail to make any delivery that shall not entitle you to cancel or suspend any other delivery or contract.
6. **Passing of Risk and Retention of Title**
   1. Risk in goods supplied passes from us to you upon delivery as defined at clause 1(c).
   2. Whether or not risk in goods has passed to you, goods supplied we supply shall remain our sole property until you have paid in full the agreed price and all other sums due from you to us (including interest) under this contract or any other contract between you and us. Notwithstanding such retention of title, we shall be entitled to bring a legal claim for the price of the goods as soon as payment falls due.
   3. By entering into this contract you agree that you will take possession of goods as bailee until the sums due in clause 7(b) have been paid in full or the goods have been resold in the ordinary course of your business and that you shall:
      1. insure such goods to their full market value;
      2. store or account for such goods as to show that they remain our property;
      3. not mortgage, charge or otherwise encumber or dispose of the goods (other than by selling them in the usual course of business) without our written permission.
   4. By entering into this contract you agree that if you sell goods before payment in full of the sums due in clause 4(a) then you shall keep the proceeds of any sale in a non-overdrawn account and hold such proceeds on trust for us as fiduciary.
   5. By entering into this contract you agree that if we invoke our right to repossession of its goods under clause 4(d)(iv) we shall not be liable for any damage or injury reasonably done in the course of so doing.
7. **Returns**
   1. By entering into this contract you agree that goods are **not** supplied to you on a ‘sale or return’ basis unless we and you agree in writing that they are.
   2. Where we supply goods on ‘sale or exchange’ then you must pay for them in full as per clause 4(a).
   3. If we uplift ‘sale or exchange’ goods we will provide you with a credit note that may only be used against an invoice from us for replacement goods.
8. **Claims**
   1. No claim for defect, damage in transit, short delivery or any other deficiently may be made unless:
      1. such deficiency is notified to us in writing within 7 days of delivery; and
      2. you allow us to verify the claim within 7 days of your notification to us.
   2. In the absence of any such notification within 7 days of delivery you shall be deemed to have accepted the goods.
9. **Warranties and Liability**
   1. We warrant that goods will correspond to their specifications as at the time of confirmation of order.
   2. We will replace or give credit to you for any goods which do not comply with the warranty at clause 10(a) and which we accept for replacement or credit.
   3. Other than as set out in clause 10(a) or as expressly confirmed in writing by us:
      1. no warranty condition or representation express or implied as to description, quality or suitability of any goods hereby sold is given by us or deemed to have been given or implied and (to the extent permitted by statute) any statutory or other warranty condition or representation whether express or implied is hereby excluded;
      2. we accept no liability whatsoever for any loss or damage whether consequential or direct and whether suffered by or occasioned to you, your employees or agents or a third party which may arise after the delivery of the goods.
10. **Indemnity**
    1. By entering into this contract you agree that if we bring a claim against you for recovery of money or goods under this contract then you will indemnify us in full for all legal expenses (including court fees and lawyers’ costs) arising from such a claim.
    2. Clause 11(a) will apply irrespective of the amount of such a claim, the amount of such legal expenses, or the track that any such claim is allocated to.
11. **Force Majeure**

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, military or usurped power, act of God, force majeure, epidemic or any other matter or occurrence beyond our control we shall be relieved of all liabilities incurred under the contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by the Statute Rules regulations Orders or Requisitions issued by any Government Department Council or other duty constituted authority or from strikes, lock-outs or other withdrawal of labour force, breakdown of plant or any other causes (whether or not of a like nature) beyond our control.

1. **Law and Jurisdiction**
   1. The contract is deemed to be made under and in accordance with English law.
   2. Any dispute under the contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.