

## Terms & Conditions of Sale as at June 2018

### 1. Definitions

1.1 In these terms and conditions then following words shall have the following meanings:

“The Company”	Sporting Services a trading name of Kerlyn LLP
“The Customer”	The person, company, or other entity which buys goods and services

### 2. General Conditions

All quotations are made, and all orders are accepted solely upon and subject to the following conditions. Acceptance of delivery of goods shall constitute acceptance of these terms:

- 2.1 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure to meet delivery date.
- 2.2 Cancellation will only be agreed to by the Company on condition that all costs and expenses incurred by us up to that time, and all loss of profits and other loss or damage resulting from such cancellation will be reimbursed by the Customer to the Company. In the event of cancellation due to circumstances beyond our control, we will do our best to offer clients an alternative comparable arrangement, but shall be under no liability, except to refund monies.
- 2.3 All prices quoted are based on current tariff and rates of exchange. We reserve the right to adjust consequent upon increased fuel, taxes and other costs.
- 2.4 In the case of sale or hire of firearms and ammunition, Firearms Certificates or applicable licences will be required for completion before sale or hire can take place and a deposit will normally be required.
- 2.5 Whilst we make every effort to supply goods to your specifications, we cannot be liable for the results produced whilst in use by the Customer.
- 2.6 As we do not manufacture the goods we supply, liability for such goods will be limited. We accept no responsibility for loss, damage, default or accident in respect of such goods.
- 2.7 The Customer shall have no claim in respect of defects that are not apparent at time of delivery, written notice must be given of such defect within forty-eight hours of delivery date.
- 2.8 Prices quoted are always less carriage.
- 2.9 Supply will always be subject to prevailing UK Law and Export controls.
- 2.10 Only newly manufactured ammunition may be used, and no guarantee can be accepted for hand-loaded, reloaded or re-manufactured ammunition. This includes surplus ammunition or any ammunition that contains defects, known or unknown. Furthermore, the barrel must be kept clean always.
- 2.11 Any alterations made to the barrel after the sale shall void the manufacturer's warranty. We should emphasise that any gun is a dangerous weapon and should consequently be handled with care. The user and those nearby must take the appropriate measures to ensure that others can never be put at risk. This naturally includes eye and ear protection. Guns should never be pointed, aimed or fired at people.
- 2.12 The use of a barrel for a purpose different than originally intended can cause an unsafe situation. Please consult the manufacturer if you intend to use the barrel for a use other than it originally designed to whether it is safe.
- 2.13 Should a defect occur nevertheless, the barrel must be returned to us postage paid for inspection. The liability of the manufacturer is limited only to the replacement or repair of the barrel and is at its discretion.

### 3. Currency Fluctuations

- 3.1 Due to the extremes in currency fluctuations, particularly with the £ Sterling against the EURO, we reserve the right to change or add surcharges to prices quoted.

### 4. Payment Terms

- 4.1 Deposit to be made with order unless otherwise agreed.
- 4.2 Payment is required in full when goods are ready for despatch.
- 4.3 Trade accounts, strictly, 30 days from date of invoice.
- 4.4 No disputes or delays beyond our control shall interfere with prompt payment.
- 4.5 We reserve the right to charge interest at a rate of 2.5% per month on the balance of overdue accounts (rate subject to fluctuation in line with current bank rate)
- 4.6 If payment of an invoice is not received in full within the provisions of these Conditions of Sale, the Company shall be entitled to withhold further orders until payment has been received in full.
- 4.7 The Company reserves the right to issue Pro forma invoices to the Customer at the Company's discretion.
- 4.8 The Company is not responsible for any charges levied by the receiving country or customs.
- 4.9 Where customers instruct their own couriers, they do so at their own risk and are to cover the charges, whether in the UK or overseas.

## 5. Returns

- 5.1 Subject to exceptions agreed by the Company, should you wish to return items you **MUST** contact the office first. The Company will exchange or refund the full purchase price (excluding delivery or returns cost) up to 14 days of the invoice date. Goods must be returned unused, in original packaging and in a fully resalable condition with any tags intact. Please note, it is your responsibility to ensure all goods returned to us are packed sufficiently for normal carrier handling. The company will not except items damaged whilst being returned. Exceptions are: paint, oils and other consumables (i.e cleaning products, etc.).
- 5.2 With effect from 1st September 2011 should items be ordered incorrectly and returned, a restocking fee of 10% of the goods value will be applied and taken off any credit allowed.**
- 5.3 The company will offer exchange or refund of the full purchase price including the cost of delivery if the item is faulty (subject to inspection) or damaged on delivery to the customer. See note 5.4
- 5.4 All delivery discrepancies need to be reported within 48 hours of delivery. Claims for damaged items must be reported within 24 hours of receipt of goods.

## 6. Passing of Property

- 6.1 Title to the goods shall remain with the Company until the goods have been paid for in full by the Customer and any cheque or other negotiable instrument has been cleared by the Company's Banker.
- 6.2 We reserve the right to charge a fee should any payment not be accepted or be returned by our Banker.

\*If returning weapons for repair you **MUST** ensure the item is not cocked or loaded and are in a safe condition to travel.