

## Terms & Conditions of Sale as at August 2011

### 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 make adjustments 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.

### 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 overdue accounts.
- 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.

### 5. Returns

- 5.1 With effect from 1st September 2011 a restocking fee of 10% of the goods value will be applied and taken off any credit allowed.

### 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.