



## 1. Application

1.1 These Terms and Conditions shall apply to the purchase of the Products detailed overleaf ("Products") by you ("Buyer") from KM Effects Ltd company registered in United Kingdom under number 6348522 ("Seller") and to the payment of the said invoice. No other terms and conditions shall apply to the sale of the Products or to this invoice unless agreed upon in writing between the Buyer and Seller.

1.2 The essence of these Terms and Conditions remains the same as those included with the Seller's quotation. The tense has been altered to reflect the inclusion of these Terms and Conditions in an invoice.

## 2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.

2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.3 Words imparting the singular number shall include the plural and vice-versa.

## 3. Products

3.1 The description of the Products are as set out in the Seller's Customer Order, confirmed in the order and this invoice. In accepting the Customer Order the Buyer has acknowledged that it does not rely on any other representations regarding the Products save for those made in writing by the Seller. No descriptions of the Products set out in the Seller's shall be binding on the Seller and are intended as a guide only.

3.2 The Seller reserves the right to make any changes in the specification of the Products which are required to conform to any applicable safety or other statutory or regulatory requirements.

## 4. Price

4.1 Subject to sub-Clause 4.2, the price of the Products shall be that detailed in the quotation, accepted by the Buyer and confirmed in this invoice.

4.2 Any increase in the cost of the Products to the Seller due to any factor beyond the Seller's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, shall be reflected in this invoice in accordance with the Seller's right to increase the Price prior to delivery.

4.3 Any increase in the Price under sub-Clause 4.2 shall only have taken place upon the Seller informing the Buyer of the increase in writing.

4.4 The Price is [inclusive] OR [exclusive] of fees for packaging and transportation / delivery.

4.5 The Price is [inclusive] OR [exclusive] of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

## 5. Basis of Sale

5.1 The quotation constitutes written acceptance and confirmation by the Seller of the Buyer's order for the Products.

5.2 The quotation is a contractual offer to sell the Products which the Buyer has accepted. The Seller and the Buyer have entered into a contract for the sale of the Products.

## 6. Payment

6.1 The Buyer shall pay the Price stated in the said invoice within our payment terms of the date of the said invoice or otherwise in accordance with any credit terms agreed between the Seller and the Buyer.

6.2 Payment must be made by the Buyer notwithstanding that delivery may not have taken place and / or that the property in the Products has not passed to the Buyer.

6.3 Time for payment is of the essence of the Contract between the Seller and the Buyer.

6.4 Receipts for payment will be issued by the Seller only at the Buyer's request.

6.5 All payments must be made in Sterling unless otherwise agreed in writing between the Seller and the Buyer.

6.6 For orders under £500 - payment to be made by either credit, debit card or BACS transfer at point of order (require registered card holders address and email address). Products will not be despatched until payment is received.

6.7 For orders between £500-£3000 - A Purchase Order from production/organisation must be provided with details of invoicing address and email/ phone contact details or BACS transfer at point of order. Products will not be despatched until payment is received.

6.8 For orders greater than £3000 - A deposit of 50% is required for all orders Over £3000 to be paid by BACS transfer. Balance due by BACS payment on completion prior to despatch.

6.9 Orders greater than £10000 - Payment terms to be agreed on an individual basis.

## 7. Delivery

The Seller has delivered the Products to the Buyer, enclosing the said invoice - or has notified the Buyer that the Products are ready for collection by the Buyer -or will deliver the Products on instruction of Buyer at a cost to the Buyer.

## 8. Risk and Title

8.1 Risk of damage to or loss of the Products shall pass to the Buyer either when the Products are delivered to the Buyer or when the Seller notifies the Buyer that the Products are ready for collection.

8.2 If the Buyer wrongfully fails to take delivery of the Products, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Products.

8.3 Legal and beneficial title in the Products shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price.

8.4 The Seller reserves the right to repossess any Products in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6. In the event of such repossession the Buyer shall deliver the Products in which legal and beneficial title has not passed to the Seller at its own cost.

8.5 The Buyer's right to possession of the Products in which the Seller retains legal and beneficial title shall terminate if: (a) the Buyer commits a material breach of its obligations under these Terms and Conditions; or (b) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

## 9. Faulty or Incorrect Products

9.1 If the Products are damaged or incorrect, the Buyer should contact the Seller immediately to discuss proposed remedial action.

9.2 Please note that you will not be able to claim under this clause if you have purchased the Products for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Products for that purpose; or if the problem is a result of normal wear and tear, misuse or intentional or careless damage. Please note that you may not return Products merely because you have changed your mind.

**10. Guarantees** The Seller provides no additional guarantees beyond those already supplied with the Products (where relevant).

## 11. Communications

11.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

11.2 Notices shall be deemed to have been duly given: (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; (b) when sent, if transmitted by email and a successful transmission report or return receipt is generated; (c) on the fifth business day following mailing, if mailed by national ordinary mail; or (d) on the tenth business day following mailing, if mailed by airmail.

11.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address notified to the other party.

## 12. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

## 13. No Waiver

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 14. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

## 15. Consumer Rights

Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a consumer.

## 16. Law and Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

## 17. Tattoos & Prosthetics

For full information regarding purchase and application of tattoos and prosthetics please see our full terms and conditions.

A FULL COPY OF OUR TERMS AND CONDITIONS CAN BE DOWNLOADED BELOW

[DOWNLOAD FULL TERMS AND CONDITIONS HERE](#)