

Terms and Conditions



- 1 DEFINITIONS**
1.1 In these conditions:
"Buyer" is the purchaser of the goods.
"Contract" is any contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these Conditions.
"Goods" are goods and products of any kind sold by Seller.
"Seller" is Blue Piranha Branded Clothing Ltd.
- 2 APPLICATION OF CONDITIONS**
2.1 All goods are sold by the Seller on the following Conditions which shall prevail unless otherwise agreed in writing by the seller.
- 3 PRICES**
3.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
3.2 Quotations lapse after 30 days (unless otherwise stated).
3.3 The price quoted excludes delivery (unless otherwise stated).
3.4 At any time before confirmation of order the Seller may adjust the price to reflect any increase in their costs of supplying the goods.
- 4 DELIVERY**
4.1 All delivery times quoted are estimates only.
4.2 If the Seller fails to deliver within a period of 30 days, the Buyer may (by informing the Seller in writing) cancel the contract, however, if the Seller cancels the contract the Buyer shall have no further claim against the Seller under that contract.
4.3 The Seller may deliver the goods in installments. Each installment is treated as a separate contract and payment(s) for each installment shall by condition precedent to future deliveries. Failure of the Buyer to pay any one or more of the installments shall entitle the Seller to treat such failure as a repudiation of the order by the Buyer and it may repudiate such further performance and recover damages for breach of contract.
4.4 Subject to the other provisions of these conditions the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence).
- 5 RISK**
5.1 The goods are at the Buyers risk from the time of delivery
5.2 Delivery takes place either:
5.2.1 When the goods are loaded at the Sellers premises (if the Buyer is collecting them or arranging carriage), or
5.2.2 When the goods are unloaded at the Buyers premises or address specified by the Buyer (if the Seller is arranging carriage)
5.3 The Buyer must inspect the goods on delivery. If any goods are damaged, not delivered or not in accordance with the Buyers order, they must write to tell the Seller within three days of delivery. The Buyer must give the Seller (and any carrier) a fair chance to inspect the damaged goods. If the Buyer fails to notify the Seller in accordance with these requirements, they will not be entitled to reject the goods and will be deemed to have accepted the goods in accordance with the contract.
- 6 PAYMENT TERMS**
6.1 The Buyer is to pay the seller in cash or in cleared funds prior to delivery unless they have an approved credit account, or otherwise agreed in writing by the Seller.
6.2 If the Buyer has an approved credit account, payment is due no later than 7 days following delivery unless otherwise agreed in writing by the seller.
6.3 If the Buyer fails to pay the Seller in full on the due date they may:
6.3.1 Suspend or cancel future deliveries.
6.3.2 Cancel any discount offered to the Buyer.
6.3.3 Charge the Buyer interest at the rate set under s.6 of the Late Payment of Commercial Debts (interest) Act 1998.
a. calculated (on a daily basis) from the date of our invoice until payment.
b. compounded on the first day of each month, and
c. Before and after any judgment (unless a court orders otherwise).
6.3.4 Claim fixed sum compensation from the Buyer under s.5A of that Act to cover the Sellers credit control overhead costs, and
6.3.5 Recover (under clause 4.7) the cost of taking legal action from the Buyer.
6.4 If the buyer has an approved credit account, the Seller may withdraw it or reduce the Buyers credit limit or bring forward their due date for payment. The Seller may do any of those at any time without notice.
6.5 The Buyer does not have the right to set off any money they may claim from the Seller against anything they may owe.
6.6 While the Buyer owes money to the Seller, the Seller has a lien on any of the Sellers property in their possession.
The Buyer is to indemnify the Seller in full and hold them harmless from all expenses and liabilities they may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by the Buyer of any of their obligations under these terms.
- 7 INVOICING BY E-MAIL**
7.1 The Seller will have the right to invoice the Buyer by e-mail. Where invoices are sent out using electronic mail they will be deemed to have been received by the Buyer on the date when they are sent provided that the electronic mail is transmitted between the hours of 9.00am and 5.00pm on a day between Monday and Friday not being a Bank Holiday (a business Day). If the mail is sent to the customer outside of these times then the customer will be deemed to have received the invoice on the next Business Day following.
- 8 TITLE**
8.1 All goods shall be at the Buyers risk from the time of delivery but will remain the property of the Seller until all payment in respect of any Goods delivered by the Seller to the Buyer have been paid for in full.
8.2 The Seller may at any time when payment is due to the Seller for any Goods retake possession of all the Sellers Goods then in the custody of the Buyer.
8.3 The Buyers right to hold or deal in any way with the Sellers Goods shall terminate automatically and the Sellers shall be entitled to immediately recover the Goods if the buyer becomes insolvent. In this instance the Buyer must notify the Seller immediately in writing.
8.4 The Buyer authorises the Seller, its employees, or agents to enter the Buyers premises for the purpose of enforcing these provisions.
- 9 WARRANTIES**
9.1 Although not the manufacturer, the Seller warrants that the goods:
9.1.1 Comply with the description on the Sellers order confirmation form, and
9.1.2 Are free from material defect at the time of delivery (as long as Buyer complies with clause 9.3)
9.2 The Seller gives no other warranty (and excludes any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
9.3 If the Buyer believes the Seller has delivered goods that are defective in breach of the Sellers warranty, the Buyer must:
9.3.1 Inform the Seller in writing, with full details, within 3 days of the date of delivery, and
9.3.2 Allow the Seller to investigate (the Seller may need to access the Buyers premises and product samples).
9.4 If the goods are found to be in breach of the Sellers warranty (after the Sellers investigations), and the Buyer has complied with those conditions (in clause 9.3) in full, the Seller will (at their option) replace the goods or refund the price.
9.5 The Seller is not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if they are negligent.
9.6 For all other liabilities not referred to elsewhere in these terms the Sellers liability is limited in damages to the price of the goods.
- 10 RETURN OF GOODS**
10.1 The Buyer shall have no right to require the Seller to take back and give credit for products correctly supplied to the Buyer.
10.2 The Seller (at their absolute discretion) will accept the return of non-defective goods from the Buyer only:
10.2.1 Where the goods have not undergone screen-printing, embroidery or any further processing except in the unlikely event of manufacturing defects. All requests for returns must be made within 3 days of delivery.
10.2.2 Where the return has been pre-authorised and confirmed in writing by the Seller.
10.2.3 On payment of an agreed handling charge of not less than 10% of the value of the goods returned (unless the goods were defective when delivered), and
10.2.4 Where the goods are as fit for sale on their return as they were on delivery
10.2.5 Where goods are not customised to the Buyers specification
10.3 The Seller shall be under no liability under the warranty in this Condition:
10.3.1 In respect of any defect arising from willful damage, negligence, abnormal storage conditions, failure to follow the Sellers or the manufacturers instructions whichever is appropriate (whether oral or in writing),
10.3.2 If the total price for the goods has not been paid by the due date for payment,
10.3.3 If the Buyer makes any further use of the goods after giving notice in accordance with this Condition.
- 11 CANCELLATION**
11.1 Any orders placed by the Buyer shall be treated as a firm commitment and cancellation will not be accepted unless agreed in writing by the Seller.
11.2 If the order is cancelled (for any reason), the Buyer must then pay the Seller for all stock (finished or unfinished) that the Seller may then hold (or to which they are committed) for the order.
11.3 The Seller will make all reasonable efforts to fulfill its obligations under such orders but shall not be liable for any cancellation or suspension of such orders caused by events beyond the control of the Seller.
- 12 WAIVER AND VARIATIONS**
12.1 Any waiver or variation of these terms is binding in honour only unless:
12.1.1 Made (or recorded) in writing
12.1.2 Signed on behalf of both the Buyer and Seller
12.1.3 Expressly stating an intention to vary these terms.
12.2 All orders that the Seller places with the Buyer will be on these terms (or any that the Seller may issue to replace them). By placing an order with the Seller, the Buyer is expressly waiving any printed terms they may have to the extent that they are inconsistent with the Sellers terms.
- 13 FORCE MAJEURE**
13.1 If the Seller are unable to perform their obligations to the Buyer (or able to perform them only at unreasonable cost) because of circumstances beyond their control, the Seller may cancel or suspend any of their obligations to the Seller without liability.
13.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
- 14 GENERAL**
14.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
14.2 If the Buyer is more than one person, each of Buyers has joint and several obligations under these terms.
14.3 If any of these terms are unenforceable as drafted:
14.3.1 It will not affect the enforceability of any other of these terms; and
14.3.2 If it would be enforceable if amended, it will be treated as so amended.
14.4 The Seller may treat the Buyer as insolvent if:
14.4.1 The seller is unable to pay their debts as they fall due, or
14.4.2 The seller (or any item of the Sellers property) become the subject of:
a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
b. any application or proposal for any formal insolvency procedure, or
c. any application, procedure or proposal overseas with similar effect or purpose.
14.5 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part on any contract between the Seller and the Buyer and the Buyer should not rely on them in entering into any contract with the Seller.
14.6 Any notice by either the Seller or the Buyer which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or fax) the other's registered office or principal place of business. All such notices must be signed.
14.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the Buyer or Seller.
14.8 The only statements upon which the Buyer may rely in making the contract with the Seller, are those made in writing by someone who is the Sellers authorised representative and either:
14.8.1 Contained in the Sellers estimate (or any covering letter) and not withdrawn before the contract is made; or
14.8.2 Which expressly state that the Buyer may rely on them when entering into the contract.
Nothing in these terms affects or limits our liability for fraudulent misrepresentation.