

STANDARD TERMS AND CONDITIONS OF SALE

ALL QUOTATIONS AND SALES BY TMB DESIGNS OR TOP-NOTCH SHOOTING PRODUCTS, ARE SUBJECT TO THESE TERMS AND CONDITIONS.

1. **PRICE.** TMB Designs, (here after known as TMB) TMB reserves the right to implement standard price changes/increases at any time, which shall apply prospectively to Customer's purchases effective with Customer's next Purchase Order (PO) submitted after TMB provides Customer with written notice of such price change.
2. **TAXES AND OTHER CHARGES.** Prices for Products do not include shipping from TMB's warehouse, insurance and similar costs, or sales, use, value-added tax, excise or any other taxes. A standard shipping charge plus insurance is applied to each invoice based on the value and/or weight of the shipment.
3. **PAYMENT TERMS.** All payments for Products shall be made in Pounds Sterling. For the protection of both parties, We do not accept credit cards
 - a. **Initial first 3 orders.**: TMB requires prepayment for at least Customer's first three purchases. Several prepayment options may be available, at the TMB's sole discretion, i.e. wire transfer, company cheque. TMB reserves the right to hold an order pending cheque clearance. TMB will consider opening a net thirty (30) day account for companies, after three purchases. If Customer is approved for credit, payment is due thirty (30) days from the invoice date. Customer may be subject to credit limits, as may be determined from time to time, at the sole discretion of TMB. Each shipment shall be invoiced and paid for when due, without regard to other scheduled deliveries. TMB reserves the right to utilize self-help remedies on past-due accounts, including without limitation, placing Customer's orders on credit hold. Additionally, TMB may at its discretion impose a late fee of **5%** monthly on any undisputed, past-due amount until the balance is paid. The customer is liable for all costs TMB may incur in collecting any undisputed, past-due balance, including without limitation, solicitors fees and court costs.
 - b. **Orders Outside the U.K.**: TMB accepts prepayment in UK Pounds Sterling by wire transfer or cheque in UK Pounds Sterling, on a U.K. bank, at TMB's sole discretion. TMB reserves the right to hold an order pending cheque clearance. If paying by wire transfer, any related wire-transfer fees will be the Customer's sole responsibility.
 - c. **Outstanding Invoices.**: Any outstanding invoices will be charged at **5%** of the total invoice value per month. If any invoices are not paid after being outstanding for two calendar months, TMB has the rights to involve a collection agency to retrieve any moneys owed. The customer is liable for all costs TMB may incur in collecting any unpaid invoices, past-due balance, including without limitation, solicitors fees and court costs..
4. **PURCHASE ORDERS.** During the business relationship between Customer and TMB, Customer may place orders by submitting POs or other purchase documents to TMB, but in no event will Customer's PO supersede or control over these Terms and Conditions, nor is any PO binding on TMB unless TMB expressly accepts the terms in writing. Each PO should state (1) the quantity and description/ code number of each Product ordered; (2) requested delivery schedule and method; (3) the applicable agreed Price; (4) the physical location to which the Products are to be shipped; (5) address to which invoices are to be sent for payment; (6) any other information reasonably requested by TMB from time to time. Preprinted terms and conditions in any PO are null and void, as are additional or different terms, unless TMB specifically accepts them in writing with reference to these Terms and Conditions in the PO acceptance. Customer's POs or orders are not considered accepted until TMB indicates its acceptance in writing. TMB will acknowledge POs or orders within five (5) business days of receipt. If Customer does not receive acknowledgement of PO within five (5) business days, Customer should contact TMB to confirm receipt. These Terms and Conditions also supersede any conflict in any Incoterms (International Commercial Terms) convention or interpretive document, regardless of the issuing institution.
5. **PACKAGING AND DELIVERY.** All Products will be suitably packed, marked and shipped in accordance with common carrier and other applicable requirements. All deliveries of products are shipped Ex Works Origin, Pershore, Worcestershire, United Kingdom. Title to all Products, and all risk of loss of or damage to products shall pass to Customer, upon shipment of the Products from Pershore, United Kingdom. Any damages or losses must be notified to the TMB in writing within **6 (SIX)** working days of receipt of order. Notification after this time will invalidate any claim. Customers may use their own shipping/ delivery companies, but TMB takes no responsibility for any loss or damage to the products shipped in this manner. Claims for loss or damage for goods shipped in this manner must be made against the shipping company being used. TMB takes no responsibility for any third party shipping or shipping on of goods, once goods have been delivered to the customer's initial delivery address or warehouse address. Onward shipping damages must be covered by the seller.

6. **DELIVERY CHARGES.** All deliveries/ shipping is chargeable and these charges will be passed onto the customer at cost . Customers may pick up their order from the Highgrove workshop (WR10 2LF) by giving TMB prior notice.
7. **SCHEDULING.** Subject to the provisions below, Customer may delay delivery of any Products which are on order and scheduled for shipment more than thirty (30) days after receipt of Customer's PO change order, for a maximum deferral of ninety (90) days. Only one (1) such PO change order shall be accepted per scheduled shipment. Products covered by accepted POs may be rescheduled as follows:
8. **PARTIAL SHIPMENT.** TMB may make partial shipments of Products. Partial shipments shall be separately invoiced and shall be paid for when due. Delay in shipment or delivery of any particular instalment shall not relieve Customer of its obligation to accept and pay for subsequent instalments. Where notification has been given, TMB will not be liable for late delivery penalties.
9. **WARRANTY AND LIABILITY LIMITATION.** Products sold under these Terms and Conditions are covered by TMB's Standard Warranty and Repair Policy, which may be amended from time to time in TMB's sole discretion, which constitutes Customer's sole remedy for any Product defect. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TMB EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT.
10. **TMB's SOLE LIABILITY AND CUSTOMERS SOLE LIABILITY.** remedy, in contract, tort, or otherwise, shall be limited to repair or replacement of defective Product. TMB will not be liable for indirect, direct, special, punitive, or consequential damages of any kind, including loss of use, loss or damage to other equipment, or lost profits arising out of or in connection with use of the Product, even if TMB has been advised of the possibility of such damages. In some jurisdictions, the foregoing disclaimers or limitations on damages are prohibited or limited by law, so they may not apply to Customer.
11. **COMPLIANCE WITH LAWS, ETHICAL PRACTICES.** TMB and Customer will follow and comply with all applicable governmental laws, regulations, & orders in the sale and purchase of any Products. Customer will not export or re-export the Products except in full compliance with all applicable laws and regulations (Private/ retail sales only). The customer is solely responsible for complying with all Export Acts. (See section 23 for trade/distributor compliance)
12. **NOTIFICATION OF DAMAGE TO ITEMS/ SHIPMENT.** Any claims for damage must be made in writing directly to TMB within 6 working days of receipt of order
13. **NO LICENSE OR SUPPORT.** These Terms and Conditions relates solely to the purchase and sale of Products and no right or license to any intellectual property, or any maintenance, support or service obligation is intended or implied hereby. All TMB software not embedded in the Products may be licensed by separate agreement. Hardware and software maintenance or support is also available by separate agreement. Any advertising/ promoting of TMB/ Top-notch products we be at the customer's own expense, unless previously agreed directly with TMB.
14. **FORCE MAJEURE.** Neither party will be liable or responsible to the other party hereunder for delay or failure to perform any of its obligations, other than a duty to pay money, due to events beyond the party's commercially reasonable control, including acts of God, wars, terrorism, riots, strikes and the like.
15. **METALLIC & SHOTGUN CARTRIDGE.** Metallic :- 90% of the time TMB use new brass. Even through this is "new", it still requires cleaning & polishing. Because of the large numbers of rounds which are used on a daily bases by TMB, this is done by "tumberling" in a coconut fibre medium. During this process small indentation/ dents & scratches may appear on the brass, unfortunately this is unavoidable. Fired primers are fitted before this process. Shotgun/Shotshell :- All propellant is removed from the case & the brass on these rounds again is pre-cleaned & again a fired primer is fitted were possible... please note on collectors rounds, it is impossible to replace the primer, in this case we remove both the propellant & the shot for safety. Both metallic & shotgun rounds are lacquered are clear to help prevent tarnishing (tarnishing will still occur over a period of time)
16. **NOTICES.** All notices permitted hereunder must be written and made by personal delivery or certified or registered mail (return receipt requested), and are deemed given on the date confirmed by the written delivery receipt generated by the courier delivering the notice. Notices must be given at the parties' addresses below, which may be changed for notice purposes by giving the other written notice of a new address.
17. **WAIVER.** Waiver or failure of party to exercise in any respect any right provided for herein shall not be later deemed a waiver nor prevent a party from strictly enforcing any right at a later time.
18. **SEVERABILITY, MODIFICATION.** If any term or provision of these Terms and Conditions is held invalid or unenforceable by a court of competent jurisdiction, these Terms and Conditions shall remain otherwise unaffected and fully enforceable. No changes or modifications to these Terms and Conditions shall be binding upon TMB unless signed by an authorized officer of TMB in an addendum hereto, except that TMB may, from time to time, reasonably amend these standard Terms and Conditions, and such amendments shall be binding upon Customer.
19. **ASSIGNMENT.** Customer may not assign these Terms and Conditions without TMB's prior written consent, which will not be unreasonably withheld or delayed. Any assignee must assume all obligations of these Terms and Conditions and any POs pending on the date of assignment, but an assignee must submit a new credit application and does not receive Customer's credit terms.
20. **INTEGRATION.** These Terms and Conditions express the parties' entire understanding concerning this subject matter, and supersede and merge all prior written or oral proposals, agreements or understandings.

21. DESIGN. TMB may at any time change the layout, structure, designs, material or calibres contained in its displays without prior notice.

22. PERSONALIZED ITEMS. Any order for personalized items requires a 30% initial payment before work commences. Any personalized "over run" items may be sold to a third party. Any personalized items may be used for display purposes at any exhibition/ show that TMB wishes to participate at.

23. SAMPLES. Samples are available, but are charged at current list prices + VAT (if applicable) + Shipping. Sample items are not returnable.

24. HANDMADE GLASS. "Hand made" glass because of its nature may contain small blemishes, air bubbles or similar peculiar characteristics, and under these circumstances will not be classed as damaged or un-saleable.

25. DISTRIBUTORS SELLING TMB DESIGNS/ TOP NOTCH SHOOTING PRODUCT GOODS. Distributors/ wholesalers may only sell the goods supplied by TMB/ Top-notch shooting products in the country that they are based/ registered. No goods supplied by TMB/ Top-notch shooting products may be sold to any trade customer outside the registered country without written permission of TMB/ Top-notch shooting products.

26. RESALE OF GOODS IN THE U.S.A and CANADA. TMB are unable to obtain product liability insurance for these countries, all products must be covered by the purchaser's/ retailer's own liability insurance.

27. ORDER ACCEPTANCE. Any orders placed with TMB are accepted on the understanding that the purchaser has read, understands and accepts these terms and conditions and accepts the these terms & conditions take precedence over any other T&C provided by any purchaser.

28. CANCELLATION OF ORDERS. TMB must be given in writing 30 days notice of an order cancellation over £1000 net for what ever reason. Failure to do so will result in the customer being invoiced for 25% of the total cost of the goods/ order. If this invoice is not paid, then TMB has the right to employ a collection agency or court to recover the invoice and all costs incurred will be paid by the customer/ defaulter. Cancellation of order when picked & Packed. A 10% re shelving charge will be made on any cancelled order once the order has been picked/ made and packed.

29. COPYRIGHT. The copying of any images belonging to TMB Designs and found on the web site or catalogue is prohibited unless agreed directly with TMB Designs. The copying of any displays layout or items manufactured for and on behalf of TMB Designs and sold on, is strictly forbidden. The copying of the way any item is mounted or displayed (of any kind) is strictly forbidden under copyright and will result in court action being taken by TMB Designs.

30. VIOLATION OF T & C. Any violation of any of TMB's terms and conditions, whether accidental or intentional will suspend/ cancel the violators account whether this be a retailer or distributor and this will only be re-instated on agreement with TMB. Any distribution agreements terminate with any violation of any terms & conditions and the said company will no longer act as a distributor or distribute any items for or on the behalf of TMB. No notice of this termination will be given.

If you have any problems with the "terms and condition" please tel 0044 (0) 1905 840022 or email to info@tmbdesigns.co.uk.

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