

**JS INTERNATIONAL LTD
TERMS & CONDITIONS OF BUSINESS**

1. Definitions:

In these Terms and Conditions of Business:

- a) "the Company" means JS International Ltd, Unit B, 3 Regal Way, Watford, WD24 4YJ.
- b) "the Buyer" means the person, firm or company purchasing goods from the Company.
- c) "The Goods" means the golf products to be supplied by the Company to the Buyer.

2. Applicable Terms:

These Terms and Conditions of Business are the terms on which the Company will do business and these Terms and Conditions will prevail over any other document.

3. Price:

The price payable for the Goods is the Company's price as stipulated on the Company's invoice.

4. Payment Terms:

- a) Unless otherwise specified by the Company in writing, all sums are due to the Company in cleared funds at least by 30 days from the invoice date.
- b) The Company reserves the right to charge interest on overdue sums at the rate applicable from time to time under Late Payment of Commercial Debts (Interest) Act 1998 (as amended) or, if none, then at 4% over Barclays Bank base rate per month.
- c) All prices are exclusive of value added tax, which will be charged in addition to the purchase price of the Goods.

5. Delivery dates:

Delivery dates are given in good faith but are estimates only. Accordingly, the Company shall not be liable for any loss resulting from late delivery.

6. Risk and Property:

- a) Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery.
- b) The Company will remain the owner of the Goods, and legal ownership will not pass to the Buyer until the Buyer has paid all amounts owing to the Company in respect of all Goods which the Company has supplied the Buyer.
- c) The Buyer grants to the Company an irrevocable licence to enter upon the land occupied or used by the Buyer in connection with the tasks for which the Goods are bought. The Buyer warrants that he is able to grant such a licence and that any party whose consent is also required has agreed to be bound by such a licence.

7. Warranty:

All products supplied by the Company are guaranteed against failure due to manufacturing and material defects for 12 months from the date of purchase. Should any product suffer such a failure the Company will (subject to clause 10 (d)) at its option:

- a) Replace the products; or
- b) Repair the products; or
- c) Give the Buyer a credit for the price paid for the product. Such guarantee does not apply to failure caused by misuse, damage or fair wear and tear of the product.

8. Delivery Charge:

A delivery charge will be added to the invoice for the Goods.

9. Returns:

No goods may be returned without prior written authorisation from the Company. The Company may apply a re-stocking charge at its discretion.

10. Back Orders

Every effort is made to ship complete orders. When necessary we will ship partial order and move remaining items to back order. We will then ship the back order as soon as possible. All back orders less than £50 will be cancelled unless carriage charge is paid.

11. Limitation of Liability:

- a) The Company will not be held liable to perform the contract if an event occurs which is outside the Company's control, such as , an act of God, war, strikes, embargoes, Government refusal to grant licences and abnormal weather conditions.
- b) Save in respect of death or personal injury caused by the Company's negligence, the Company shall in no circumstances be liable, in contract, tort or otherwise, for any indirect, special, consequential or incidental loss or damage (including, without limitation, loss of production, loss of profit, loss of contracts or claims of customers or third parties) resulting from the breach of these Terms and Conditions or from negligence, even if the Company has previously been advised of the possibility of such loss or damage occurring.
- c) The Company shall not be liable for any claim in respect of any damage which has been sustained to the Goods in transit unless the Company has been notified by the Buyer in writing before three days after delivery date of the Goods to the Buyer.
- d) The Company will not be held liable for defects in the Goods if the Buyer does not notify defects to the Company before 12 months of the date of purchase.

12. Insolvency

The price for the Goods will become due immediately to the Company on the Buyer becoming insolvent.

13. English Law and Jurisdiction

This Contract shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the nonexclusive jurisdiction of the English Courts.

Signature: _____

Print Name: _____

Date: ____ / ____ / ____