

BLACKBALL TABLES LIMITED

BUSINESS TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 7.

AGREED TERMS

1. About us

- 1.1 **Company details.** BLACKBALL TABLES LIMITED (Company Number: SC603048) (**we and us**), is a company registered in Scotland and our registered office is 4 Royal Crescent, Glasgow, Lanarkshire, Scotland, G3 7SL. Our VAT number is 304 952 412. We operate the website <https://blackballtables.com/>
- 1.2 **Contacting us.** To contact us telephone our customer service team at 0131 370 9888 or email info@blackballtables.com. How to give us formal notice of any matter under the Contract is set out in clause 10.

2. Our contract with you

- 1.3 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 1.4 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 1.5 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

2. Placing an order and its acceptance

- 2.1 **Placing your order.** Your order, as set out in your purchase order form or email order, constitutes an offer by you to purchase the goods (or any part of them) set out in the order (**Goods**) in accordance with these Terms. You are responsible for ensuring that the terms of the order and any applicable specification submitted by you are complete and accurate.
- 2.2 **Accepting your order.** Our acceptance of your order takes place when we send the email to you to accept it, at which point the Contract between you and us will come into existence.

2.3 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

3. Our goods

3.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images. The packaging of your Goods may vary from that shown on images on our site.

3.2 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

3.3 We do not install or assemble the products purchased. Where part of the price relates to installation or assembly, the installation or assembly is undertaken by the third party identified in the order or invoice.

4. Delivery, transfer of risk and title

4.1 We will contact you with an estimated date for collection or delivery, which will be within 8 weeks (or another mutually agreed date) after the date on which we email you to confirm our acceptance of your order. Occasionally any delivery to you may be affected by an Event Outside Our Control. See clause 9 (Events outside our control) for our responsibilities when this happens.

4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.3 Delivery is complete once the Goods:

(a) (if we are organising delivery) have been unloaded at the address for delivery set out in your order; or

(b) (if you are organising collection) have been collected by you, or a carrier organised by you to collect them, from our premises in Bellshill, GHIA Logistics, 4 Bairdsland View, Bellshill, ML4 1RZ or our manufacturer's premises in Oldham, Optima Pool Ltd, Unit 2 Austerlands Mill, Huddersfield Road, Austerlands, Oldham, OL4 3QB (that is to say that, where this clause 4.3(b) applies, the Incoterms Rules 2020 EXW (Ex Works) shall apply to the delivery and collection of the Goods; or

(c) (if you are organising collection and it has been expressly agreed in writing with us that we shall arrange the loading of the Goods) have been loaded onto your vehicle, or the vehicle of the carrier organised by you, at our premises in Bellshill, GHIA Logistics, 4 Bairdsland View, Bellshill, ML4 1RZ or our manufacturer's premises in Oldham, Optima Pool Ltd, Unit 2 Austerlands Mill, Huddersfield Road, Austerlands, Oldham, OL4 3QB (that is to say that, where this clause 4.3(c) applies, the Incoterms Rules 2020 EXW (Ex Works) shall apply to the delivery and collection of the Goods under this clause 4.3(c) except to the extent that there has been agreement that we will be responsible for loading the Goods at the premises referred to in this clause),

and the Goods will be at your risk from that time (for the avoidance of doubt, following completion of delivery under clauses 4.3(b) or 4.3(c) above, we shall not be liable for any damage to, or loss of, the Goods following collection by you or your courier).

4.4 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

4.5 If you fail to take or accept delivery of the Goods within three days of us notifying you that the Goods are ready, then, except where such failure or delay is caused by an Event Outside Our Control or your failure to comply with your obligations under these Terms:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third day after the day on which we notified you that the Goods were ready; and
- (b) we shall arrange storage of the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance).

4.6 If you fail to take delivery within ten days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

4.7 Occasionally, some of the Goods ordered, are bespoke, non-standard or personalised to the individual customer or have been manufactured to a specification provided by the customer ("Bespoke Goods"). Due to the nature of these items, it is not possible for us to resell Bespoke Goods. In the event, that you order Bespoke Goods and either terminate the contract prior to delivery or you fail to take delivery, you shall pay full price for any such Bespoke Goods pursuant to these Terms. Such Bespoke Goods include but are not limited to:

- (a) any table cloth ordered other than our stock Hainsworth Match green or blue or our stock Simonis 861 varieties; and

(b) any pool tables with personalised or bespoke cabinet finishes.

We shall endeavour to (but are not obliged to) inform you, at the time of ordering, whether any of the Goods ordered are Bespoke Goods.

4.8 Title to the Goods shall not pass to you until the earlier of:

- (a) when we receive payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment; and
- (b) you resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 4.10.

4.9 Until title to the Goods has passed to you, you shall:

- (a) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify us immediately if you become subject to any of the events listed in clause 8.1; and
- (e) give us such information relating to the Goods as we may require from time to time.

4.10 Subject to clause 4.11, you may resell or use the Goods in the ordinary course of its business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:

- (a) you do so as principal and not as our agent; and
- (b) title to the Goods shall pass from us to you immediately before the time at which resale by you occurs.

4.11 If before title to the Goods passes to you, you become subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy, we may have:

- (a) your right to resell the Goods or use them in the ordinary course of your business ceases immediately; and
- (b) we may at any time:
 - (i) require that you deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

5. Price of goods and delivery charges

- 5.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 5.7 for what happens if we discover an error in the price of Goods you ordered.
- 5.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 5.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 5.4 The price of the Goods does not include delivery charges. If you would like us to deliver the Goods, we will provide you with a quote for delivery charges. In the event that you accept any such quote, this will be added to the price payable for the Goods. Please note that any delay in accepting any such quote may result in a delay in the delivery of the Goods.
- 5.5 You shall pay the full amount for any Products in full and in cleared funds (1) in advance of collection or delivery or (2) within 20 days of the date of the invoice, whichever is the earlier. Time for payment is of the essence.
- 5.6 You shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies it may have, set off any amount owing to us by you against any amount payable by us to you.
- 5.7 We sell a large number of Goods through our site. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- (a) where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and
 - (b) if the Goods' correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable

and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

6. Our warranty for the goods

6.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

6.2 We provide a warranty that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall, subject to clause 3, conform in all material respects with their description and be fit for any purpose held out by us.

6.3 Subject to clause 6.4, if:

- (a) (i) (in the case of a defect that is apparent on normal visual inspection) within 14 days of delivery; or (ii) (in the case of a latent defect being discovered during the Warranty Period) you give us notice within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.2 (stating always that, if you have not given notice of any defects in the Goods within the relevant time period, you shall be deemed to have accepted the Goods);
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us at your cost,

we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.4 We will not be liable for breach of the warranty set out in clause 6.2 if:

- (a) you make any further use of the Goods after giving notice to us under clause 6.3;
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) you alter or repair the Goods without our written consent;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

- 6.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 6.2 to the extent set out in this clause 6.
- 6.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

7. Our liability: your attention is particularly drawn to this clause

- 7.1 References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, delict/tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) any other liability that cannot be limited or excluded by law.
- 7.3 Subject to clause 7.2, we will under no circumstances be liable to you for:
- (a) any loss of profits, sales, business, or revenue; or
 - (b) loss of business opportunity; or
 - (c) loss of anticipated savings; or
 - (d) loss of goodwill; or
 - (e) any indirect or consequential loss.
- 7.4 Subject to clause 7.2, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.
- 7.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

8. Termination

- 8.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;
 - (b) you fail to pay any amount due under the Contract on the due date for payment;
 - (c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - (d) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 8.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 8.3 Without limiting its other rights or remedies, we may suspend provision of the Goods or if you become subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or we reasonably believe that you are about to become subject to any of them.
- 8.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. Events outside our control

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 9.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you

will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

10. Communications between us

10.1 When we refer to "in writing" in these Terms, this includes email.

10.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

10.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

10.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

10.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11. General

11.1 Transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

11.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

11.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

- 11.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 11.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 11.6 **Governing law and jurisdiction.** This Contract is governed by Scots law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the Scottish courts.