

TERMS & CONDITIONS

These Terms and Conditions of Sale apply to all Orders that the Buyer places with Ace Tattoo Supplies Limited and sets out all the terms in relation to the Seller supplying Goods to the Buyer. By signing these Conditions or placing an Order, the Buyer acknowledges and agrees that it shall be bound by them.

THE BUYER'S ATTENTION IS SPECIFICALLY DRAWN TO THE LIABILITY NOTICE SET OUT AT THE BOTTOM OF THESE CONDITIONS.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

"Buyer" means the person to whom the Seller is to supply Goods pursuant to a Contract;

"Conditions" means the terms and conditions of sale set out in this document;

"Contract" means a contract for the sale of Goods by the Seller to the Buyer incorporating these Conditions;

"Goods" means the goods which the Seller is to supply to the Buyer as agreed in the Order Acknowledgement;

"Order" means any purchase order placed by the Buyer for the purchase of Goods from the Seller;

"Order Acknowledgement" means written confirmation from the Seller to the Buyer (including by email) once the Seller has received the Order, that the Seller accepts the Order;

"Quotation" means an estimate of the cost of supply of the Goods given by the Seller;

"Seller" means Ace Tattoo Supplies Limited; and

"VAT" means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994.

1.2 In these Conditions:

1.2.1 headings are for identification and indexing purposes only and they shall not affect the construction or interpretation of these Conditions;

1.2.2 words importing the singular meaning shall include the plural meaning and vice versa;

1.2.3 references to "a person" shall include natural persons, corporate or unincorporated bodies (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns and references to "a party" shall mean either the Seller or the Buyer as the context requires and "parties" shall mean both of them; and

1.2.4 the word "including" will be construed without limitation unless inconsistent with the

context and “working days” are all days other than Saturdays, Sundays or English public holidays.

2. APPLICATION

2.1 These Conditions alone shall govern and be incorporated in every Contract for the sale of Goods made by or on behalf of the Seller. They shall apply in place of and prevail over any terms or conditions contained or referred to in any documentation submitted by the Buyer, in correspondence or elsewhere, or implied by trade custom, practice or course of dealing.

2.2 Acceptance by the Buyer of delivery of the Goods shall be deemed to constitute unqualified acceptance of these Conditions.

2.3 A variation of these Conditions is valid only if it is in writing and signed by a director or authorised representative of the Seller

3. QUOTATIONS AND ACCEPTANCE

3.1 A Quotation issued by the Seller does not constitute an offer. Any Quotation is given on the basis that no Contract shall come into existence until the Seller dispatches an Order Acknowledgement. The Seller reserves the right to withdraw or revise a Quotation at any time prior to the Seller’s acceptance of the Order. Any Quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously revised or withdrawn it.

3.2 Each Order or acceptance of a Quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.

3.3 The Seller’s acceptance of the Buyer’s Order shall be effective only where the Seller provides the Buyer with an Order Acknowledgement signed by an authorised representative of the Seller. The Seller has the right to cancel the order and arrange a refund at any point up until dispatch of the goods.

3.4 The Buyer shall ensure that the terms of its Order are complete and accurate.

4. DESCRIPTION

4.1 The quantity and description of the Goods shall be as set out in the Order Acknowledgement.

4.2 Any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director or authorised representative of the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

4.3 All samples, drawings, designs, descriptive matter, specifications, particulars of weight and dimensions and advertising issued by the Seller are issued to give an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample. The Seller accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications not prepared by the Seller.

4.4 It is the Buyer's sole responsibility to ensure that the Goods are fit for purpose. The Seller makes no representations or warranties that the Goods will be fit for any particular purpose.

5. BUYER'S OBLIGATIONS

5.1 The Buyer shall:

5.1.1 ensure that it strictly complies with all instructions and guidance issued by the manufacturer of Goods including as to the storage, use and, if applicable, testing of the Goods;

5.1.2 inspect the Goods immediately upon receipt to ensure that any seals or safety packaging have not been damaged during delivery;

5.1.3 comply at all times with all laws and good practice guidance in the use and application of the Goods;

5.1.4 satisfy itself that the Goods are fit for the Buyer's purpose and suitable for their intended use;

5.1.5 obtain all appropriate consents from any individuals to whom it applies the Goods or re-sell the Goods and bring to their attention, prior to use, any potential risks to health or side-effects of using the Goods; and

5.1.6 if it is concerned about the Goods, their use, storage and/or their composition, make appropriate enquiries with the manufacturer of the Goods. The Company can supply the Buyer with the manufacturer's contact details for this purpose if required.

5.2 The Buyer shall indemnify the Company and hold the Company harmless from and against all claims, liabilities, losses and demands arising out of any breach by the Buyer of this Condition 5.

6. PRICE

6.1 Unless otherwise agreed by the Seller in writing or stated on the Order Acknowledgement, the price payable for the Goods is the price listed in the Seller's published list of prices current at the time of dispatch. In the event of a technical error which impacts the price listed on the website, the Buyer will be notified to arrange an additional payment or a refund to cover the difference of the amount paid

6.2 The Seller may at any time prior to the delivery of the Goods: (a) withdraw any discount from its normal prices; and/or (b) revise prices to take account of inflation, increases in costs including costs of any goods, materials, carriage, labour or overheads and the increase or imposition of any tax, duty or other levy.

6.3 Unless otherwise specified, VAT and any other tax or duty payable by a Buyer and all costs or charges in relation to packaging, loading, unloading, carriage and insurance shall be added to the price.

7. TERMS OF PAYMENT

7.1 Payment of the price for the Goods shall be in advance and prior to delivery of the Goods, unless otherwise agreed in writing.

7.2 No payment shall be deemed to have been received until the Seller has received cleared funds.

7.3 The Buyer shall make all payments due under a Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

7.4 The Seller is entitled to offset any amount owing to it from the Buyer against any amount owed to the Buyer by the Seller, under any Contract.

7.5 All payments payable to the Seller under a Contract shall become due immediately on its termination despite any other provision.

7.6 In the event that the Buyer fails to pay any amount due to the Seller under the Contract the Seller reserves the right to: (a) suspend provision of Goods to the Buyer; and/or (b) to claim interest at the rate of five per cent. (5%) above the base lending rate from time to time of The Bank of England accruing on a daily basis to run from the due date for payment until receipt by the Seller of the full amount (including any accrued interest) whether before or after any judgment.

7.7 Any extension of credit allowed to the Buyer may be changed or withdrawn at any time.

7.8 If, in the opinion of the Seller, the credit-worthiness of the Buyer deteriorates before delivery of the Goods, the Seller may require full or partial payment of the price prior to delivery or the provision of security for payment by the Buyer in a form acceptable to the Seller.

8. DELIVERY

8.1 Delivery or dispatch dates mentioned in any Quotation, Order Acknowledgement or elsewhere are approximate only and not of any contractual effect. The Seller is not liable to the Buyer for failure to deliver on a particular date or dates. Time for delivery is not of the essence of a Contract and shall not be made so by service of any notice. If no delivery dates are specified, delivery shall be within a reasonable time.

8.2 Delivery shall be at the delivery address specified on the Order Acknowledgement unless otherwise agreed by the Seller in writing.

8.3 The Buyer shall provide at the point of delivery and at its expense adequate and appropriate equipment and manual labour for unloading the Goods. The Buyer is solely responsible for unloading the Goods at the point of delivery. The Buyer shall indemnify the Seller against each loss, liability and cost arising as a result of the Seller or its subcontractors assisting the Buyer in the unloading or other removal of the Goods from the point of delivery.

8.4 Subject to the other provisions of these Conditions, the Seller shall not be liable for any failure to deliver on a particular date nor shall any delay entitle the Buyer to terminate or rescind a Contract unless such delay exceeds 60 days.

8.5 If for any reason the Buyer refuses or fails to take delivery of any of the Goods when they are ready for delivery or fails to take any action necessary on its part for delivery of the Goods, the Seller is entitled to terminate the Contract with immediate effect, to dispose of the Goods as the Seller may determine and to recover from the Buyer any loss or additional costs incurred as a result of such refusal or failure (including storage costs from the due date of delivery).

8.6 The quantity of any consignment of Goods as recorded by the Seller upon dispatch from the Seller's premises shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

8.7 The Seller may effect delivery of the Goods in one or more instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be treated as a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

8.8 The Buyer shall inspect and test the Goods immediately upon receipt and in any event prior to applying any process to, using, amending, treating or otherwise changing the Goods. In the event that the Buyer fails to inspect and test the Goods in accordance with this Condition 8.8 then, notwithstanding any other terms in these Conditions, the Seller shall be under no liability to the Buyer in respect of any defect whatsoever in the Goods.

9. RETURNS AND FAILED OR SHORT DELIVERY

9.1 Orders may only be cancelled and/or Goods may only be returned at the Seller's sole discretion. If such request is accepted by the Seller, the price for those Goods (if already paid) will be credited at 90% of the original invoice value, or in the case where payment has not been made, the Buyer will only be liable for 10% of the purchase price.

9.2 The Buyer acknowledges and agrees that certain Goods (including tattoo inks) are non-returnable and non-refundable.

9.3 The Seller is not liable to the Buyer for:

9.3.1 non-delivery unless the Buyer notifies the Seller of a claim within three days of the date of the Seller's invoice;

9.3.2 shortages in quantity delivered unless the Buyer notifies the Seller of a claim within three days of receipt of the Goods; and

9.3.3 damage to or loss of the Goods or any part of them in transit (where the Goods are carried by the Seller's own transport or by a carrier on behalf of the Seller) unless the Buyer notifies the Seller of a claim within three days of receipt of the Goods or their anticipated delivery date,

and in the event of a valid claim by the Buyer under this Condition 9.3, the Buyer's only remedy and the Seller's only obligation is to make good any shortage or non-delivery.

10. RISK AND TITLE

10.1 The Goods are at the risk of the Buyer from the time of delivery. From the time of delivery until ownership of the Goods passes to the Buyer in accordance with Condition 10.1, the Buyer shall insure the Goods against all risks for their full value.

10.2 Notwithstanding delivery and passing of risk, ownership of the Goods shall not pass to the Buyer until the later of: (a) delivery; and (b) the Seller has received in full (in cleared funds): (i) the agreed price for the Goods (together with any accrued interest); and (ii) all other amounts owed by the Buyer to the Seller under any Contract.

10.3 Until ownership of the Goods has passed to the Buyer, the Buyer is in possession of the Goods in a fiduciary capacity and shall:

10.3.1 not part with possession of the Goods (otherwise than in accordance with Condition 10.6);

10.3.2 keep the Goods free from any charge, lien or encumbrance and store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;

10.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

10.3.4 maintain the Goods in satisfactory condition;

10.3.5 give the Seller such information about the Goods as the Seller may from time to time require; and

10.3.6 notify the Seller immediately upon the happening of any of the termination events set out in Condition 13.2.

10.4 The Seller reserves the right to repossess and resell any of the Goods to which it has retained title. The Seller's consent to the Buyer's possession of the Goods and any right the Buyer may have to possession of the Goods shall in any event cease upon the happening of any of the events set out in Condition 13.2.

10.5 The Buyer grants to the Seller, its agents and employees an irrevocable right and licence to enter the Buyer's premises with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing Goods to which it has retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of a Contract and is without prejudice to any accrued rights of the Seller under a Contract or otherwise.

10.6 Whilst the Buyer is in possession of the Goods with the Seller's consent (but not otherwise) the Buyer may in the ordinary course of business sell the Goods or any new product or products produced with the Goods before ownership of the Goods has passed to the Buyer provided that:

10.6.1 as between the Buyer and its customer the Buyer sells the Goods as principal and the Buyer is not and shall not be empowered to commit the Seller to any contractual relationship with or liability to the sub-buyer or customer or any other person;

10.6.2 as between the Seller and the Buyer, the Buyer sells the Goods in a fiduciary capacity as agent for the Seller;

10.6.3 the Buyer holds such part of the proceeds of sale as represent the amount owed by the Buyer to the Seller on trust for the Seller and does not mingle such proceeds with any other monies or pay them into an overdrawn bank account; and

10.6.4 notwithstanding any agreed period of credit for payment of the price of the Goods, the Buyer shall pay such proceeds of sale to the Seller forthwith upon receipt.

10.7 Notwithstanding the provisions of this Condition 10.1, the Seller may: (a) bring an action against the Buyer for the price of the Goods in the event of non-payment by the Buyer by the due date even though ownership of the Goods has not passed to the Buyer; and (b) by notice to the Buyer at any time after delivery pass ownership in the Goods to the Buyer with effect from the date of the notice.

10.8 On termination of a Contract for any reason, the Seller's rights contained in this Condition 10.1 shall remain in effect.

11. WARRANTY AND LIABILITY

11.1 The Seller warrants that the Goods are of satisfactory quality at the time of delivery but the Company shall have no liability for any use or storage of the Goods by the Buyer otherwise than in accordance with their instructions.

11.2 If the Buyer wishes to make a claim under the warranty set out in Condition 11.1, the Buyer shall give written notice to the Seller within 30 days of the date of delivery of the Goods (or in the case of an inherent defect, within 30 days of the discovery of the defect). In the event of a valid claim by the Buyer under Condition 11.1, the Buyer shall (if applicable) return, at its own cost, the defective Goods to the Seller for the Seller to test and inspect them and if liability is accepted by the Seller under Condition 11.1 the Buyer's only remedy and the Seller's only obligation is, at the Seller's option to replace or repair any Goods found to be damaged or defective, or to refund the price of such Goods.

11.3 The Seller will pass on to the Buyer, so far as it is able to, the benefit of any warranty or guarantee given by the manufacturer of the Goods to the Seller.

11.4 The Seller shall not be liable for any breach of warranty in Condition 11.1 if the Buyer makes any further use of the Goods after giving such notice or alters or repairs the Goods without the agreement of the Seller.

11.5 All conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Goods (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are excluded from the Contract to the fullest extent permitted by law.

11.6 Subject to Conditions 11.7 and 11.8, the aggregate liability of the Seller to the Buyer under these Terms shall in no event exceed the value of the Order to which the liability relates.

11.7 Nothing in these Conditions excludes or limits the Seller's liability: (a) for death or personal injury caused by the Seller's negligence; (b) for fraud or fraudulent misrepresentation; (c) breach of the implied term in section 12 of the Sale of Goods Act 1979; or (d) for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability.

11.8 The Seller shall have no liability to the Buyer for any: (a) indirect, incidental, special or consequential liability, of any nature; (b) loss of or damage to profits; (c) loss of anticipated profits; (d) loss of or damage to goodwill; (e) loss of business or business opportunity; (f) loss of revenue; (g) loss of or damage to reputation; or (h) loss of management time.

11.9 The exclusions and limitations set out in this Condition 11 shall exclude and limit all of the Seller's liability to the Buyer in respect of all matters arising out of or in connection with these Conditions whether in contract, tort (including negligence), for breach of statutory duty or otherwise.

12. FORCE MAJEURE

If the Seller is prevented, hindered or delayed from or in supplying the Goods in accordance with these Conditions by an event which is beyond the Seller's reasonable control including acts of terrorism, insurrection, riots, civil unrest and military action, the exercise of emergency powers by any local, regional or national governmental authority, fire, flood, earthquake, storm and other natural disasters, industrial action, strikes and lock-outs, blockage or embargo or the failure or delay of supplies of power, fuel, transport, equipment, telecommunications systems, Internet or other goods and/or services (including any third party materials) the Seller may, at its option: (a) suspend deliveries while the circumstances continue; (b) if the Seller has insufficient stocks to meet its commitments, apportion available stocks between its customers as it decides; or (c) terminate any Contract so affected with immediate effect by written notice to the Buyer, and the Seller will not be liable for any loss or damage suffered by the Buyer as a result.

13. TERMINATION

13.1 On or at any time after the occurrence of any of the events in Condition 13.2 the Seller may: (a) stop any Goods in transit; (b) suspend further deliveries to the Buyer; (c) exercise its rights under Condition 10.1; and/or (d) terminate any Contract with the Buyer with immediate effect by written notice to the Buyer.

13.2 The events are:

13.2.2 the Buyer being in breach of an obligation under a Contract with the Seller; or

13.2.3 the Buyer makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, scheme of arrangement, receivership, administration, liquidation, bankruptcy or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of a distraint, execution, event of insolvency or event of bankruptcy or any similar process or event, whether in the United Kingdom or otherwise.

13.3 Upon termination of a Contract pursuant to Condition 12 or Condition 13.1 any indebtedness of the Buyer to the Seller becomes immediately due and payable and the Seller is relieved of any further obligation to supply Goods to the Buyer pursuant to that Contract.

14. NOTICES

14.1 A notice under or in connection with a Contract shall be in writing and shall be delivered personally or sent by recorded or registered delivery post or sent by facsimile transmission to the other party at its last known address or facsimile number.

14.2 In the absence of evidence of earlier receipt, service of a notice is deemed to have been effected: (a) if delivered personally, when left at the address referred to in Condition 14.1; (b) if sent by recorded or registered delivery post, two working days after posting it (excluding the day of posting); or (c) if sent by facsimile on a working day before 5.00 p.m. at the time of its transmission and otherwise on the next working day.

15. GENERAL

15.1 Unless otherwise stated in these Conditions, a Contract (and any documents referred to in it) constitutes the entire understanding between the parties in relation to its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of the Contract. No party has relied on any warranty or representation except as expressly set out in the Contract.

15.2 The Buyer may not assign or transfer or purport to assign or transfer any of its rights or obligations under a Contract without first having obtained the Seller's written consent. The Seller may assign a Contract or any part of it to any person.

15.3 If any Condition of a Contract, (or part of a Condition), is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other Conditions shall remain in force. If any invalid, unenforceable or illegal Condition of a Contract would be valid, enforceable or legal if some part of it were deleted, the Condition shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15.4 Nothing in a Contract is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

15.5 The failure by the Seller to exercise or delay by the Seller in exercising any right, power or remedy provided by a Contract or by law does not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers or remedies. No single or partial exercise of a right, power or remedy provided by a Contract shall prevent any further exercise of the right, power or remedy or the exercise of another right, power or remedy.

15.6 Each right or remedy of the Seller under a Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

15.7 A Contract is governed by, and shall be construed in accordance with, the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with a Contract.

LIABILITY NOTICE – ACE TATTOO SUPPLIES

The Seller only supplies products to trade customers being approved tattoo studios and body piercing studios. If the Buyer is acting as an individual or another entity, please do not place an order with the Supplier. It is the Buyer's responsibility to ensure that it has a valid registration before placing an order with the Supplier. The Buyer may be aware that ink products have become the subject of closer scrutiny over recent times, with some speculation that certain ink products may contain chemicals and substances which are potentially harmful to humans. The Seller continues to closely monitor the guidance and advice on this subject and would never supply any products which contain substances banned in the UK. The Seller is working closely with its suppliers to ensure that the products it sells are safe to use. The Seller is committed to ensuring that all the products its supplies are of a high quality and safe for the purposes for which they are designed to be used, however the Seller cannot guarantee that the products its supplies are completely without risk to health. It is the Buyer's responsibility to ensure that it is, and continues to be, fully compliant with all law and best practice guidance in the use and application of ink products, and that the Buyer fully satisfies itself that the ink products are safe for application to human skin. The Buyer should carry out appropriate tests on all individuals before using ink products and carry out routine batch tests on ink products to verify their quality. It is also the Buyer's responsibility to bring to the express attention of its customers the potential risks attached to ink products and the Seller strongly recommends that the Buyer seeks the written consent of its customers before supplying ink products to them. The Seller can supply the Buyer with an example consent form for a small charge. If the Buyer is based outside the UK, the Buyer must ensure that it complies with all relevant laws and best practice guidance in the jurisdiction in which it operates. By placing an order with the Seller, the Buyer agrees to indemnify the Seller and hold the Seller harmless from and against all claims, liabilities, losses and demands arising out of any breach by the Buyer of the obligations set out in this disclaimer. If the Buyer has any queries in relation to the application, use or safety of the products, the Seller recommends that the Buyer contacts the manufacturer.