



SKINT SKATEBOARD LIMITED

TERMS AND CONDITIONS OF SALE



1. Basis of Contract

1.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

1.3 The Order shall only be deemed to be accepted when Skint Skateboards issues a written acceptance of the Order, at which point the Contract shall come into existence.

1.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

1.5 Any samples, drawings, descriptive matter or advertising produced by Skint Skateboards and any descriptions or illustrations contained in Skint Skateboards catalogues or brochures, or on its website, are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

1.6 A quotation for the Goods given by Skint Skateboards shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

1.7 Subject to clause 1.8, the Customer may cancel an Order by notice in writing to Skint Skateboards. This must be by email to sales@skintskate.com and will only be deemed accepted by Skint Skateboards once Skint Skateboards issues an email of acknowledgement to the Customer. The date of cancellation will be the date of Skint Skateboards' email acknowledgement, except where an automatic out of office email response is sent to the Customer during the periods where Skint Skateboards is closed for business, in which case the date of cancellation will be the date Skint Skateboards sends a follow up email to the Customer.

1.8 If the Customer cancels an Order after it has been accepted by Skint Skateboards in accordance with clause 1.3, Skint Skateboards may charge a cancellation fee. The cancellation fee will be as follows:

Date of Cancellation	Cancellation Fee
Less than 1 week before the Delivery Date	100% of the price of the Goods
More than 1 week but less than 2 weeks before the Delivery Date	The higher of either: (a) 75% of the price of the Goods; and (b) the Deposit
More than 2 weeks but less than 3 weeks before the Delivery Date	The higher of either: (a) 50% of the price of the Goods; and (b) the Deposit
More than 4 weeks before the Delivery Date	The higher of either: (a) 25% of the price of the Goods; and (b) the Deposit

1.9 Any sums already received by Skint Skateboards (including any Deposit) under the Contract will be deducted from the cancellation fee. Where the cancellation fee is more than the Deposit, Skint Skateboards shall invoice the Customer for the outstanding amount and the Customer shall pay such amount in accordance with clause 7.

1.10 If Skint Skateboards is unable to accept the Order, it shall inform the Customer and will not charge the Customer for the Goods. This might be because the Goods are out of stock, because of unexpected limits on Skint Skateboard's resources which it could not reasonably plan for, because it has identified an error in the price or description of the Goods or because Skint Skateboards is unable to meet a delivery deadline specified by the Customer.

2. Goods

2.1 The Goods are described in Skint Skateboard's catalogue as modified by any applicable Specification.

2.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Skint Skateboards against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit,

loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Skint Skateboards in connection with any claim made against Skint Skateboards for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Skint Skateboard's use of the Specification. This clause 2.2 shall survive termination of the Contract.

2.3 Skint Skateboards reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

2.4 The Customer acknowledges that where the Range of the Goods is specified in the Order as the Stellar Skint Range, the Goods are not intended to be ridden on or used by the Customer.

3. Delivery

3.1 Skint Skateboards shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods and any special storage instructions.

3.2 Skint Skateboards shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location") on the Delivery Date. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Skint Skateboards shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Skint Skateboards with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.3 Delivery is completed on the completion of the unloading of the Goods at the Delivery Location.

3.4 If Skint Skateboards fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Skint Skateboards shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Skint Skateboards with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.5 If the Customer fails to accept delivery of the Goods within three Business Days of Skint Skateboards notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Skint Skateboard's failure to comply with its obligations under the Contract:

3.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Skint Skateboards notified the Customer that the Goods were ready; and

3.5.2 Skint Skateboards shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3.6 If ten Business Days after the day on which Skint Skateboards notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, Skint Skateboards may resell or otherwise dispose of part or all of the Goods.

4. Quality

4.1 Skint Skateboards warrants that on delivery and for a period of 28 days from the Delivery Date (the "Warranty Period"), the Goods shall:

4.1.1 conform in all material respects with their description and any applicable Specification;

4.1.2 be free from material defects in design, material and workmanship; and

4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.2 Subject to clause 4.3, if:

4.2.1 the Customer gives notice in writing to Skint Skateboards during the Warranty Period that some or all of the Goods do not comply with the warranty set out in clause 4.1;

4.2.2 Skint Skateboards is given a reasonable opportunity of examining such Goods;

4.2.3 the Customer (if asked to do so by Skint Skateboards):

4.2.3.1 returns such Goods to Skint Skateboard's place of business at the Customer's cost; and

4.2.3.2 provides to Skint Skateboards proof of purchase, details of the model of the Goods and any additional supporting documents or images requested by Skint Skateboards to determine whether the Goods are covered under the warranty set out in clause 4.1,

Skint Skateboards shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.3 Skint Skateboards shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:

4.3.1 the Customer makes any further use of such Goods after giving notice in accordance with 4.2.1;

4.3.2 the defect arises because the Customer failed to follow Skint Skateboard's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

4.3.3 the defect arises as a result of Skint Skateboards following any drawing, design or Specification supplied by the Customer;

4.3.4 the Customer alters or repairs such Goods without Skint Skateboard's written consent;

4.3.5 the defect arises as a result of fair wear and tear (including tail or nose wear due to extreme temperature changes, damage caused by water, moisture, warping due to heat exposure, elemental damage (snow, rain, submersion in water, fire)), wilful damage, negligence, or abnormal storage or working conditions;

4.3.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

4.3.7 the defect arises as a result of user error, including high impact tricks, intentional damage, physical modifications that damage the original condition of the Goods, grip tape replacement or repair, or any other changes that amend the original condition of the Goods;

4.3.8 the defects are considered (in Skint Skateboards' reasonable opinion) to be minor symmetry issues, stress cracks, or other issues that pose no threat to the structural integrity of the Goods; or

4.3.9 in the Order, the Range of the Goods is specified as being the Stellar Skint Range and the Goods have been ridden on or used by end users.

4.4 Except as provided in this clause 4, Skint Skateboards shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.5 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.

4.6 These Conditions shall apply to any repaired or replacement Goods supplied by Skint Skateboards.

5. Title and Risk

5.1 The risk in the Goods shall pass to the Customer on completion of delivery.

5.2 Title to the Goods shall not pass to the Customer until the earlier of:

5.2.1 Skint Skateboards receives payment in full (in cash or cleared funds) for the Goods; and

5.2.2 the Customer resells the Goods, in which case title shall pass to the Customer at the time specified in clause 5.4.2.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

5.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Skint Skateboards' property;

5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the Delivery Date;

5.3.4 notify Skint Skateboards immediately if it becomes subject to any of the events listed in clause 10.1.2; and

5.3.5 give Skint Skateboards such information as it may reasonably require from time to time relating to:

5.3.5.1 the Goods; and

5.3.5.2 the ongoing financial position of the Customer.

5.4 Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Skint Skateboards receives payment for the Goods. However, if the Customer resells the Goods before that time:

5.4.1 it does so as principal and not as Skint Skateboards' agent; and

5.4.2 title to the Goods shall pass from Skint Skateboards to the Customer immediately before the time at which resale by the Customer occurs.

5.5 At any time before title to the Goods passes to the Customer, Skint Skateboards may:

5.5.1 by notice in writing, terminate the Customer's right under clause 5.4 to resell the Goods or use them in the ordinary course of its business; and

5.5.2 require the Customer to deliver up all Goods in its possession that have not been resold and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. Deposit

6.1 Where the Customer is required to pay a Deposit, the terms of this clause 6 apply.

6.2 The Deposit is non-refundable. Skint Skateboards shall invoice the Customer for the Deposit once the Order has been placed by the Customer and accepted by Skint Skateboards. The Customer shall pay the Deposit on the date Skint Skateboards accepts the Customer's Order pursuant to clause 1.3("Deposit Due Date").

6.3 If the Customer fails to pay the Deposit by the Deposit Due Date, Skint Skateboards may cancel the Contract by notice in writing to the Customer.

7. Price and Payment

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Skint Skateboard's published price list in force as at the Delivery Date.

7.2 Skint Skateboards may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

7.2.1 any factor beyond Skint Skateboards' control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

7.2.2 any request by the Customer to change the Delivery Date, quantities or types of Goods ordered, or the Specification; or

7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Skint Skateboards adequate or accurate information or instructions.

7.3 The price of the Goods excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.4 Skint Skateboards may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.5 The Customer shall pay Skint Skateboards for the Goods as follows:

7.5.1 where the Customer has paid a Deposit, the Customer shall the Deposit in accordance with clause 6 and shall pay the Balance:

7.5.1.1 on the Balance Payment Date as set out in the Order; or

7.5.1.2 if there is no such date set out in the Order, on or before the Delivery Date;

7.5.2 where the Customer has not paid a Deposit, the Customer shall pay Skint Skateboards for the Goods, or for any other amount due under this Contract, within 20 Business Days of the date of the invoice or in accordance with any credit terms agreed by Skint Skateboards and confirmed in writing to the Customer.

7.6 Time for payment shall be of the essence of the Contract.

7.7 All amounts due under the Contract shall be paid:

7.7.1 in pounds sterling and in full and in cleared funds to the bank account nominated in writing by Skint Skateboards; and

7.7.2 in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Intellectual Property Rights

8.1 All Intellectual Property Rights in the Goods (other than Intellectual Property Rights in any materials provided by the Customer pursuant to clause 8.2) belong and shall belong to Skint Skateboards or its third party licensors (as the case may be).

8.2 The Customer acknowledges that Skint Skateboards may place its branding and logos on the Goods.

8.3 The Customer shall provide Skint Skateboards with the artwork (in a format of layered files), branding, wrapping, Customer name, branding, get up, logos and trade marks to be placed on the Goods together with any other materials requested by Skint Skateboards for the provision of the Goods (the "Customer Materials"). The Customer grants Skint Skateboards a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Customer Materials, for the term of the Contract for the purpose of complying with its obligations and exercising its rights under the Contract.

8.4 The Customer shall indemnify Skint Skateboards against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Skint Skateboards in connection with any claim made against Skint Skateboards for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Skint Skateboard's use of the Customer Materials.

8.5 The Customer agrees that Skint Skateboards may publicise (using the Customer Materials) that the Customer is a customer of Skint Skateboards on its website and in its list of customers, press releases and other promotional materials.

9. Limitation of Liability

9.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by law.

9.2 Subject to clause 9.1:

9.2.1 Skint Skateboards shall not be liable for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software data or information; (f) loss of or damage to goodwill; or (g) any indirect or consequential loss; and

9.2.2 Skint Skateboards' total liability for all other losses arising under or in connection with the Contract, including in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall be limited to an amount equal to the price paid or payable by the Customer to Skint Skateboards for the Goods that gave rise to the liability.

10. Termination

10.1 Without limiting its other rights or remedies, Skint Skateboards may terminate this Contract with immediate effect by giving written notice to the Customer if:

10.1.1 the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of the Customer being notified in writing to do so;

10.1.2 one or more of the following applies to the Customer: (a) it is unable to pay its debts; (b) it ceases to trade; or (c) it suffers an Insolvency Event; or

10.1.3 the Customer fails to pay any amount due under the Contract on the due day for payment.

10.2 Without limiting its other rights or remedies, Skint Skateboards may suspend provision of the Goods under the Contract or any other contract between the Customer and Skint Skateboards if the Customer becomes subject to any of the events listed in clause 10.1.2, or Skint Skateboards reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

10.3 On termination of the Contract for any reason, the Customer shall immediately pay to Skint Skateboards all of Skint Skateboards' outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Skint Skateboards shall submit an invoice, which shall be payable by the Customer immediately on receipt.

10.4 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. General

11.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

11.2 Assignment and other dealings. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without Skint Skateboards' prior written consent.

11.3 Entire agreement. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.6 Severability. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.7 Notices. Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (a) delivered by hand or pre-paid first-class post or other next working day service at its registered office (if a company) or its principal place or business (in any other case); or (b) sent by email to, in the case of Skint Skateboards, sales@skintskate.com and, in the case of the Customer, to the address specified in the Order, or such other address as the parties may agree from time to time. Any notice shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a Business Day. This clause does not apply to the service of any proceedings or other documents in any legal action.

11.8 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.9 Governing law and jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject

matter or formation, shall be governed by and construed in accordance with English law. The parties hereby agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

12. Definitions and Interpretation

12.1 In these Conditions, the following words have the corresponding meanings:

Balance: the difference between the amount of the Deposit and the price of the Goods as set out in the Order;

Balance Payment Date: the date for payment of the Balance as set out in the Order, or as otherwise specified in clause 7.5.1.2;

Business Day(s): a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Conditions: the terms and conditions set out in this document as amended from time to time;

Contract: the contract between Skint Skateboards and the Customer for the sale and purchase of the Goods in accordance with these Conditions;

Customer: the person or firm who purchases the Goods from Skint Skateboards whose details are set out in the Order;

Customer Materials: has the meaning given to it in clause 8.3;

Delivery Date: the date specified for delivery of the Goods as set out in the Order;

Delivery Location: has the meaning given to it in clause 3.2;

Deposit: the deposit to secure the Order, as set out in the Order;

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control;

Goods: the goods (or any part of them) set out in the Order;

Insolvency Event: the Customer: (a) enters liquidation or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of Skint Skateboard's quotation, or overleaf, as the case may be;

Range: the range of the Goods as set out in the Order;

Skint Skateboards: Skint Skateboard Limited (company number 08963664) whose registered office is at 11 Hales Yard, Bramley, Leeds, England, LS13 3LA; and

Specification: any specification for the Goods, including any related drawings, that is agreed by the Customer and Skint Skateboards, as set out in the Order.

12.2 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.