

BORDER ARCHERY LTD **TERMS & CONDITIONS**



1. Interpretation

Where the following words are used in these terms and conditions they have the meanings set out below.

- 1.1 Custom Products that are built to the particular requirements or specification of the Buyer;
- 1.2 Buyer the person(s), firm or company who purchases the Goods from BORDER ARCHERY LTD
- 1.3 Conditions the terms and conditions set out in this document;
- 1.4 Contract the agreement between BORDER ARCHERY LTD and the Buyer for the sale and purchase of the Goods,

2. Application of the Conditions

- 2.1 These terms and conditions form the Contract. In the event of any conflict, the Conditions will apply. For the avoidance of doubt this means that the Buyer's terms and conditions of purchase shall not apply to this Contract. No other communications between the Buyer and BORDER ARCHERY LTD shall form part of the Contract. The Conditions may not be varied unless agreed in writing.
- 2.2 The Buyer acknowledges that it has not relied on any statement made by or on behalf of BORDER ARCHERY LTD which is not set out in the Contract. Nothing in this condition shall exclude or limit BORDER ARCHERY LTD's liability for fraudulent misrepresentation.
- 2.3 Each separate order or acceptance of an invoice by payment for Goods by the Buyer from BORDER ARCHERY LTD shall be deemed to be an order by the Buyer to buy Goods on the Conditions.
- 2.4 No order placed by the Buyer shall be deemed to be accepted by BORDER ARCHERY LTD until it is acknowledged by BORDER ARCHERY LTD or (if earlier) BORDER ARCHERY LTD delivers the Goods to the Buyer.
- 2.5 All specification discussions must be in writing (email). Phone/social media messages are not considered binding. Buyers must check their invoices carefully before payment is made.

3. Quotations & Invoicing

- 3.1 Any quotation is given on the basis that no Contract shall come into existence until BORDER ARCHERY LTD acknowledges an order made by the Buyer by issuing an invoice. Any quotation is valid for a period of 30 days. However BORDER ARCHERY LTD may withdraw a quote earlier than this if it chooses.
- 3.2 In the event that a cancellation can be negotiated it will be the percentage of the price to which work has been undertaken; a minimum cancellation charge for restocking of the item will be 25% of the invoice.

4. Description

- 4.1 The Buyer is responsible for ensuring that all specifications contained within the quotation and invoice are correct.
- 4.2 Any descriptions or images contained in BORDER ARCHERY LTD's website, social media pages, mailings and emails are for the sole purpose of giving an approximate idea of the Goods. They

shall not form part of the Contract and this is not a sale by sample. The Buyer accepts that the Goods may vary from such descriptions or images given the materials used to produce the goods.

4.4 Border Archery Ltd accepts no liability for any misunderstanding or misinterpretation of such descriptions by the Buyer.

4.5 To the extent that the Goods are to be manufactured in accordance with a specification agreed on the invoice by the Buyer, the Buyer shall indemnify BORDER ARCHERY LTD 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 professional costs and expenses) suffered or incurred by BORDER ARCHERY LTD in connection with any claim made against it for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with BORDER ARCHERY LTD's use of the Buyer's specification. This clause 4.5 shall survive termination of the Contract.

4.6 Border Archery Ltd are not responsible for incorrect draw weight, length, handedness, colour, etc. once the buyer approves the invoice through payment. Any changes after production begins may incur additional cost and revised delivery dates.

5. Delivery

5.1 Any dates specified by BORDER ARCHERY LTD for delivery of the Goods are intended to be an estimate. Time for delivery shall not be of the essence to the Contract to ensure the quality of the items being produced meets the relevant standard.

5.2 Production tickets are produced once payment has been received and estimated delivery times will be calculated from this date.

5.3 Delays caused by any amendments from the buyer will extend the estimated delivery time.

5.4 No refunds will be given if the delivery of the parcel is declined/returned to Border Archery Ltd due to the customer not paying the relevant import taxes, VAT, duties or tariff charges.

5.5 The Buyer shall inspect the Goods and inform BORDER ARCHERY LTD of any shortages, damages or problems within 2 working days of delivery.

5.6 All production lead times and delivery dates are estimates only and may be affected by circumstances beyond Border Archery's reasonable control.

6. Payment

6.1 All payments may be made by electronic money transfer to the corresponding currency account, debit or credit card, PayPal which will incur a 5% fee or in cash.

6.2 Time for payment shall be of the essence to the Contract.

6.3 Production will not begin until any agreed deposit or full payment has been received in cleared funds.

6.4 No payment shall be deemed to have been received until the BORDER ARCHERY LTD has received cleared funds.

6.4 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless this is agreed prior to any invoice being sent out.

7. Refunds

7.1 Any refund given on items returned to Border Archery will be the amount paid minus the delivery charge stated on the invoice and minus any import charges incurred by Border Archery.

7.2 Monies will be returned in the same method as the original payment.

8. Returns

8.1 It is the Buyer's responsibility to cover ALL costs of the return of items, whether they are damaged or a refund has been confirmed by BORDER ARCHERY LTD.

8.2 All returns must have the relevant returns form completed and sent with the items.

8.3 Items should be returned with the protective Limb Sleeves and Riser Covers, otherwise any replacement items will be shipped without the protective sleeves and covers.

8.4 Custom products cannot be returned for refund unless they are defective. Any non-defective custom products accepted for return at Border Archery Ltd's discretion may incur a restocking fee of 25% of the original invoice value, less any import charges incurred by Border Archery Ltd.

9. Warranty

9.1 Warranty Coverage

Border Archery Ltd warrants its products against defects in materials and workmanship for a period of three (3) years from the date of shipment to the original purchaser only. The warranty is non-transferable and applies as follows:

- **Year 1:** Repair or replacement at no charge.
- **Year 2:** 50% discount on the current replacement price.
- **Year 3:** 25% discount on the current replacement price.

Any warranty claim must be supported by proof of purchase and the product must be returned to Border Archery Ltd for inspection before a claim can be accepted.

9.2 Warranty Exclusions

This warranty does not cover damage resulting from misuse, neglect, accident, normal wear and tear, unauthorised modification, improper storage, or use outside Border Archery's recommended specifications.

The warranty will be void if the product:

- Is used outside Border Archery's recommended brace height, tiller settings, string specifications, draw length, or draw weight limits.
- Is fitted to incompatible equipment or used in a manner for which it was not designed.
- Has been modified, altered, repaired, or refinished without the prior approval of Border Archery Ltd.
- Has been subjected to misuse, abuse, dry-firing, impact damage, or accidental damage.
- Shows damage resulting from incorrect setup, poor maintenance, or improper handling.

9.3 Warranty Procedure

- Any product believed to be defective must be returned to Border Archery Ltd for assessment. Border Archery Ltd reserves the right to determine whether the issue is covered by warranty and whether repair or replacement is the most appropriate remedy.

9.4 Replacement Products

- Where a warranty claim is accepted, replacement products will be prioritised within the production schedule. Delivery times remain estimates and may vary depending on workload, material availability, and other circumstances beyond Border Archery Ltd's reasonable control.

10. Crash Replacement Discount

This discount may be offered, at the discretion of Border Archery Ltd, to original owners for items that are no longer covered by warranty.

10.1 Discount % can range from 10% to 20%

10.2 Serial numbers of the items in question, must match our system as proof of original ownership.

10.3 Shipping costs will not be included in the percentage discount offered by Border Archery Ltd.

11. Force Majeure

11.1 Border Archery shall not be responsible for delays or failure to fulfil its obligations where this is caused by events beyond our reasonable control.

11.2 Such events may include, but are not limited to, severe weather, fire, flood, illness, pandemic, war, civil disturbance, government restrictions, transport disruptions, supplier delays, material shortages, equipment failure, or utility outages.

11.3 If such an event occurs, delivery dates and production times may be extended accordingly. We will make reasonable efforts to minimise delays and keep customers informed where practical.

11.4 If the event continues for an extended period, either party may cancel the order by written agreement. Any items that have started production, supplied, or costs already incurred may still be payable.

12. Limitation of Liability

Border Archery Ltd shall not be liable for any indirect or consequential loss, loss of enjoyment, loss of opportunity, loss of earnings, or any other financial loss arising from the use of its products. Nothing in these Conditions shall limit or exclude liability where such limitation or exclusion is prohibited by law.