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## Terms & Conditions

### General

We reserve the right to change or amend these terms and conditions at any time. Your sole remedy regarding any products offered by us that are not as described is to return it in an unused condition for a full refund of the purchase price. We reserve the right to withdraw any products or services at any time.

### Governing Laws

CMC Ltd t/a Colin Ross is a company Registered in England No. 3723816 and as such the laws governing these terms and conditions shall fall solely within the jurisdiction of the English courts.

### Products

All products are subject to availability and we reserve the right to accept or decline any orders until such time as payment is processed. Every care has been taken to ensure that description, colour and specification are representative of the product but individual variations may occur which the buyer must be aware of and accept.

### Payment Terms

Our terms are net 30 days from date of invoice. We reserve the right to charge interest at 3% above the HSBC bank rate accruing daily on any sum that is outstanding more than 60 days from invoice date. Further discounting on the invoiced amount is not permitted.

### Delivery

We use all reasonable endeavours to meet expected delivery times as may be agreed. As delays are occasionally inevitable, delivering within such dates will not be of the essence and we will not incur any liability for loss or damage resulting from delay in delivery.

### Prices

Prices quoted are exclusive of VAT which will be charged at the applicable rate.

### Title

Goods remain the property of Colin Ross until they are paid for in full. Title cannot pass to any third party unless agreed in writing by Colin Ross.

### Claims

Claims arising from shortages must be made within 3 days of receipt. Claims for non-delivery must be made within 10 days of despatch.

### Divisibility Clause

The customer is liable for any stock that has been ordered on their behalf and by an agreed delivery schedule, whether that stock is held as finished goods or raw materials in our warehouse or at the factory. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in delivery of any other instalment.

### Returns Policy

- The company does not trade on a sale or return basis.
- Returns will only be accepted by prior arrangement. We only accept returns if the goods are faulty and recommend that proof of postage is obtained.
- Faulty goods must be returned within one week of notification with the fault clearly indicated without defacing the garment.
- No goods will be accepted for return later than one month after supply.
- Any goods sent back must be returned in their original packaging. Garments must be unworn and unsoiled.

### Force Majeure

Every effort will be made to deliver as agreed, but the due performance of it is subject to variation or cancellation owing to an Act of God, War, Strikes, Lock-outs, Fire, Flood, Drought or any other cause beyond control, or owing to inability to produce materials or articles except at increased prices due to any of the foregoing causes.

