

# Terms & Conditions

- 1. Sale & Supply**

All orders are supplied subject to these terms and conditions. No variation from them is accepted unless explicitly confirmed in writing by a director of Kali Ma Designs Ltd. Any dispute arising from the sale or supply of goods by Kali Ma Designs Ltd shall be governed by English law.
- 2. VAT**

All prices are exclusive of VAT.  
VAT at the current rate will be added to all goods delivered to a UK address.  
VAT will also be added to orders for delivery to other countries within the European Community unless the customer's VAT registration number is quoted when ordering.
- 3. Minimum Initial Order**

The minimum initial order value is £150 (Pounds Sterling).
- 4. Carriage Paid Order**

**UK Mainland & Northern Ireland**  
  
**Republic of Ireland**  
  
**Export orders**

The minimum carriage-paid order to the UK Mainland is £300. On orders below £300, carriage of £3.50 (for orders with a value of less than £100) or £6.50 (for orders with a value equal to or greater than £100) will be charged. All orders with a value equal to or greater than £300 are carriage-free. Back orders will also be delivered carriage-free.

The minimum carriage-paid order to the Republic of Ireland is £500. On orders below £500, carriage is charged at buyers' cost. All orders with a value equal to or greater than £500 are carriage-free. Back orders will also be delivered carriage-free.

Carriage is charged at buyers' cost. Back orders are normally cancelled unless we are requested to retain them for shipment when available, in which case carriage will also be charged at buyers' cost.
- 5. Retention of Ownership**

Ownership of the goods shall not be passed to the buyer until Kali Ma Designs Ltd has received full payment for all goods supplied and, until such time as full payment has been received, goods supplied may not be removed from their normal place of sale (except in the normal course of business). Notwithstanding this, all goods supplied are at the customer's risk once delivered. A customer's right to possession of the goods shall cease in the event of the failure of their business (including, but not limited to, Liquidation, Receivership, Administration and Creditors' Voluntary Arrangement) before full payment has been received. To this end the purchaser grants to Kali Ma Designs Ltd and its agents, in the event of such business failure, an irrevocable license in to enter the purchaser's premises for the purpose of recovering Kali Ma Designs' property. In the event of enforcement of this clause, goods identifiable as corresponding to those supplied under unpaid or partly paid invoices shall be deemed to be those goods unpaid, whether or not similar goods had been supplied under other paid invoices.
- 6. Account Terms**

Credit accounts are 30 days net unless otherwise agreed in writing by a director of Kali Ma Designs Ltd.
- 7. Late Payment**

Kali Ma Designs Ltd will diligently pursue overdue accounts for customers who, as a matter of course, delay payment. If our final statement is ignored, legal proceedings may be commenced without any further notice. Where legal action is undertaken, defendants will become liable for our legal costs as well as statutory interest.
- 8. Credit Returns**

Damaged or faulty goods **must** be notified to Kali Ma Designs Ltd within three working days from receipt of the goods and returned to Kali Ma Designs Ltd within 7 working days. Failure to notify Kali Ma Designs Ltd may result in the rejection of the returned goods. Kali Ma Designs reserve the right to charge a handling and restocking fee for items returned for reasons other than being damaged or faulty. Goods returned for credit may also be liable to a handling and restocking fee if not returned in the original packaging.  
**Goods returned without prior authorisation may not be accepted for credit.**
- 9. Delivery Failure**

Goods dispatched to UK Mainland addresses are sent via Royal Mail Recorded Delivery (for orders with a value less than £100) or Royal Mail Special Delivery (for orders with a value equal to or greater than £100). Non-arrival of goods within seven working days of the order date should be notified to Kali Ma Designs Ltd.
- 10. New Credit Accounts**

Customers wishing to open a credit account must provide two trade references (these must be companies who already supply you on **credit**, preferably in the jewellery trade) plus one bank reference providing full address details and telephone numbers. Credit accounts may be opened only where the initial order is £150 or above.  
In applying to open a credit account with Kali Ma Designs Ltd, you agree that we may contact your suppliers in order to take up references concerning their trade with you and also that we may subsequently give references to other suppliers and to our jewellery association (British Jewellers' Association) concerning our trade with you.  
If you are unable to provide suitable trade references (e.g. if the business is new or you have recently taken it over from a previous owner) then we will supply your first two orders on a proforma basis. Please note, however, that we accept payment by cheque, credit card or a direct bank transfer.
- 11. Export Orders**

Overseas orders will normally be processed on a proforma basis unless otherwise agreed by a director of Kali Ma Designs Ltd. Payment should be made by cheque, credit card or by bank transfer, in the currency of the proforma invoice (Pounds Sterling).
- 12. Nature of Goods**

Many of our goods are hand-made and consequently small variations in colour, size and finish may occur from time to time. These are not faults, but an inherent part of the nature of the products and are to be accepted as such.  
**Kali Ma Designs Ltd reserves all rights to modify any quoted prices without prior notice.**