

NAUTICREW YACHTWEAR

TERMS & CONDITIONS

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Terms & Conditions Of Trade For Nauticrew S.L of Local 23, Calle Aipò, Pol. C'an Valero, 07011, Palma de Mallorca, Spain.

1. Definitions

1.1 The purchaser, a firm, company or individual who contracts to buy goods or services from Nauticrew S.L.

2. General

2.1 These terms and conditions are the only conditions under which we are willing to sell the Goods to you. These conditions can only be modified as set out in these conditions or by a variation in writing signed by a director of Nauticrew S.L.

2.2 These terms and conditions (including any documents referred to within them) contain all the terms on which we sell the Goods and services to you subject to clause 2.3. They supersede any prior promises, representations (except fraudulent misrepresentations), undertakings or implications made.

2.3 Where you are a private consumer, nothing in these terms and conditions shall detract from your statutory rights.

2.4 We reserve the right to vary or amend these conditions from time to time. We will post a copy of the revised conditions on the Website. The conditions in force at the time we agree to sell Goods and services to you will apply to the contract between us for the sale of such Goods and services.

3. Orders, Deliveries & Samples

3.1 An order is binding from the time of acceptance by Nauticrew S.L, cancellations can only be accepted with prior written agreement from Nauticrew S.L and on such terms as Nauticrew S.L shall agree in advance with the Purchaser.

3.2 Once accepted by Nauticrew S.L, an order for any non-standard goods (meaning goods which have been manufactured or modified by or on behalf of Nauticrew S.L) is binding and cannot be cancelled.

3.3 Samples can be supplied subject to the potential Purchaser providing valid credit card details. Samples not returned within 15 working days will be charged to the credit card at prices shown on the website plus freight.

3.4 The Purchaser will accept the Goods even if delivered late, within four weeks of the specified delivery date. Late delivery does not entitle the Purchaser to terminate the order. If the order is one to be delivered in instalments, the failure to deliver one instalment on time does not entitle the Purchaser to terminate the order.

3.5 Nauticrew S.L will endeavour to supply the exact quantities of goods ordered in the specified number of consignments.

3.6 Errors and shortages must be notified to Nauticrew S.L within 10 days of receipt of goods.

3.7 We reserve the right to reject an order for any reason.

3.8 We will endeavour to issue any Goods and services we have agreed to sell to you within 21 days of the date of acceptance of your order and on receipt of all satisfactory artwork necessary for project commencement and stock availability. However time of delivery shall not be of the essence of the contract between you and us.

3.9 Orders that have been accepted by us will be dispatched after consulting you on your required means of freight. Orders valued at more than €500 will require insurance paid for by The Purchaser.

3.10 Ownership of all goods supplied by Nauticrew S.L remain with Nauticrew S.L until Nauticrew S.L has received cleared funds in full of the price of all goods and services supplied at any time by Nauticrew S.L to the Purchaser as well as any other payment due under any other existing contract between Nauticrew S.L and the Purchaser.

3.11 On receipt of the goods The Purchaser must take all necessary protection of the goods including insurance until full payment is received.

4. Price & Payment

4.1 The price for the Goods is as listed on the Website or by e-mailed quote as at the date you place an order. The price of some items may be subject to additional delivery charges and we will tell you what these are at the time you place your order.

4.2 The due date for payment will be specified on Nauticrew S.L's prepayment/proforma invoices. In all other cases (unless agreed beforehand by Nauticrew S.L) payment will be due 14 days from date of invoice. In all cases time for payment shall be deemed to be of the essence.

4.3 Overdue invoices will incur interest at 3% per month on the outstanding sum.

4.4 All prepayment/proforma invoices are subject to 50% deposit in advance and are inclusive of IVA at current rates. Payment should be made by bank transfer or credit card.

4.5 Customer Credit Card details will be taken on order confirmation and kept for the duration of the project lifecycle until receipt of full payment by transfer. All credit card details will then be destroyed without any debits.

5. Returns Policy

5.1 We always endeavour to supply quality Goods. However if you find that any Goods are damaged or faulty then please return them to us by courier or recorded post as soon as possible after you discover the damage or fault. Please specify the reason for the return. On receipt of such returned Goods we will at our option either:

5.1.1 issue replacement Goods and refund your reasonable postage costs in returning the damaged or faulty Goods; or

5.1.2 refund the value of the Goods in full together with your reasonable postage costs in returning the damaged or faulty Goods.

5.2 It is your responsibility to take good and proper care of any Goods that are to be returned whilst in your possession and to ensure that they are not worn, altered or damaged. We reserve the right to refuse to accept returns of any Goods that do not comply with this clause.

6. Privacy Policy

6.1 We will request certain personal information from you in order to process orders received from you. You are responsible for the accuracy and truthfulness of such information and you warrant and undertake to us that all such information is true and correct.

6.2 We will use your personal information only for the purposes of processing orders from you. We will treat your personal information as confidential and we will not disclose it to any third party except with your prior agreement or as required by law. Your data will be processed subject to the Data Protection Act (UK) 1998 and we have procedures in place to protect its security.

6.3 We may use your personal information from time to time to contact you about our products and services that might be of interest to you. If you do not wish to receive such communications please notify us by post, fax or e-mail to the address given above.

6.4 By accessing the Website, requesting quotations and by placing orders for Goods you agree to our terms for the collection and use of your personal information.

7. Events Beyond Our Control

7.1 We will not be liable if we are unable to perform our obligations under these terms and conditions due to the failure of any machine, data processing system or transmission link or to any circumstances beyond our control (including but not limited to strike, industrial action, war, fire, act of God or prohibition or enactment of any kind).

8.2 Should any provision of this contract become illegal or void for any reason, the validity of the remaining provisions shall not be affected and the parties shall enter into negotiations in good faith to find a replacement for the provision which is of similar economic effect.