



## TERMS AND CONDITIONS

1. The following terms and conditions apply to all transactions between Curvy Kate Ltd and the Customer and cannot be varied by any written order placed by the Customer. Any amendments must be agreed in writing between the two companies.
2. Payment Terms are as agreed between Curvy Kate Ltd and the Customer and stated on each invoice.
3. Curvy Kate Ltd reserves the right to charge interest on accounts which are not paid in accordance with their terms at 2% per month above the prevailing base rate at HSBC.
4. Claims for non-delivery must be made with 14 days of invoice.
5. Claims for damage and shortages must be made in writing to Curvy Kate Ltd and the delivery company within 7 days. Damaged parcels must be signed for as "Damaged". No liability can be accepted except under these conditions.
6. Carriage is payable upon orders which fall under the minimum order value, where the order is to be shipped outside of the UK or the Buyer has requested special delivery arrangements.
7. Curvy Kate reserves the right to make partial deliveries. Goods in each delivery or part delivery shall be considered sold under separate contract which may be invoice separately. Neither any non delivery or shortages in delivery nor any claim by the Customer in respect of any delivery or part delivery shall entitle the buyer to reject any goods.
8. Notwithstanding delivery and the passing of risk, all goods will remain the property of Curvy Kate Ltd until the Customer has paid for the goods in full. Payment of the full price will include any interest or other sum payable under these Terms and Conditions.
9. No returns can be made without written authorisation from Curvy Kate Ltd. Any merchandise received without prior authorisation will be returned to the sender at their expense. All goods returned must be in original saleable condition.
10. Any order cancellations must be made within 7 days of confirmation. We cannot accept cancellations after this period.
11. Curvy Kate Ltd shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising or alleged to have arisen out of a breach by Curvy Kate Ltd of this Contract.
12. All overseas Orders will be with reference to Inco Terms 2010