



TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Definitions

Buyer	the person who buys or agrees to buy the goods from the Seller.
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	the articles which the Buyer agrees to buy from the Seller under the agreed order.
Price	the price for the Goods, excluding any carriage, packaging and insurance costs.
Seller	Airwave Surfing Technologies Ltd, also referred to as "Airwave Surfboards", "Airwave", "us" and "we".

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between Airwave Surfboards and the Buyer in relation to the sale of Goods.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Submission of order of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of Airwave Surfboards.
- 2.5 These Conditions represent the whole of the agreement between Airwave Surfboards and the Buyer. They supersede any other conditions previously issued.

3. Price

- 3.1 The Price shall be the price quoted on Airwave's Confirmation of Order, inclusive of carriage.

4. Payment and Interest

- 4.1 Payment of the Price shall be due in full on date of order, via debit/credit card or BACS transfer.
- 4.2 Payments for orders of Goods received before 14:00 on date of payment will be processed during the same working day.
- 4.3 Payments for orders of Goods received after 14:00 on date of payment will be processed during the same working day.

5. Goods

- 5.1 The quantity and description of the Goods shall be as set out in Airwave Surfboards' Confirmation of Order.

6. Warranties

- 6.1 Airwave Surfboards warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the Confirmation of Order. All surfboards sold by



Airwave Surfboards come with a warranty to be free from any manufacturing defects or faults. Surfboards are NOT warranted against breakage or general wear and tear.

- 6.2 This warranty is not transferable. Goods under warranty cover will be replaced or repaired by the manufacturer. No refund can be provided under any circumstances. Warranty only covers the item(s) sold by Airwave Surfboards.

7. Delivery of the Goods

- 7.1 Delivery of the Goods shall be made to the address given by the Buyer, as quoted on the Confirmation of Order. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by Airwave Surfboards for delivery.
- 7.2 Airwave Surfboards undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract, and is subject to change as per manufacturing lead time on date of order.
- 7.3 Airwave Surfboards shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery of the Goods.
- 7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, Airwave Surfboards shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

- 8.1 The Buyer shall be deemed to have accepted the Goods after delivery to the Buyer.
- 8.2 The Buyer shall carry out a thorough inspection of the Goods upon their delivery and shall give written notification to Airwave Surfboards within 24 hours of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 8.3 Where the Buyer has accepted, or has been deemed to have accepted the Goods, the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Returns and Refunds

- 9.1 There are no returns on custom ordered surfboards.
- 9.2 Airwave does not issue refunds on custom surfboard products.

10. Title and risk

- 10.1 Risk shall pass on delivery of the Goods to the agreed delivery address supplied by the Buyer, as referenced in the Confirmation of Order.
- 10.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for the Goods has been paid in full.
- 10.3 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

11. Carriage of Goods

- 11.1 Carriage will be chargeable on all sales under the amount stated in Airwave's Confirmation of Order.



12. Disclaimer

- 12.1 Airwave Surfboards endeavours to inspire its customers by creating surfboards of exceptional quality, high performance and unique style.

- 12.2 We advise customers that surfing can be considered dangerous. Ocean conditions can change quickly and without warning. Know the limits of your ability, never surf alone, observe conditions first and exercise good judgement.