

1. These terms and conditions apply to all orders and supersede all others. **Receipt of acknowledgment of order by you constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.**

### 2. Payment Terms

All goods will be supplied against an invoice, **for which payment is due by return** unless a credit account has been opened, *is still valid* and after acceptance of bankers' reference and two (2) trade references.

For account customers, payment is to be made **within 30 days from the date of the invoice.**

**Any invoice not paid within our terms will be referred to our legal team for collection without delay. We do not accept buyer's terms.**

We understand and may exercise our statutory right of interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to our credit terms.

3. **Any discounts are offered on the strict understanding that accounts are paid by the due date.** *We reserve the right to negate any such discounts to accounts which become overdue.*

### 4. Passing of Title and Risk

4.1 The risk in the goods shall pass to you on delivery.

4.2 All goods delivered or not, remain our property until payment is received in full.

4.3 Until such time as payment in full is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment by you for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored and repossess and remove the same.

You hereby grant us irrevocable license to enter your premises for the said purposes.

### 5. Products

We reserve the right to alter any details or design of products illustrated without notice and while every effort is made to describe goods accurately in the catalogue no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss.

### 6. Quotations

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you.

### 7. Prices

Where applicable all prices quoted are subject to VAT at the current rate.

### 8. Delivery

8.1 Every effort will be made to deliver on time, but any delivery date specified is an estimate and no liability is accepted for any loss arising from delay or error in delivery of the goods.

All deliveries will be charged at the prevailing rates applying at the date of such delivery.

**No confirmed delivery dates can be provided until the Invoice is paid.**

8.2 Special rush deliveries can usually be arranged but may be subject to additional charges (e.g. express production or delivery).

8.3 If you reject a delivery, *our delivery obligation is deemed to have been met.* If through rejection, a

re-delivery is required, this can not be guaranteed to be within your deadline. Neither will we be liable for any costs arising from re-delivery, which may be at your expense.

**Furthermore, it is your responsibility to check all details on our Order Confirmation and advise at time of receipt, of any changes required.**

8.4 **Any 'required by' date MUST be advised to us at point of order;** we cannot guarantee to accommodate dates by which your items are needed if advised after production has begun.

8.5 We do not deliver at weekends.

8.6 Any delivery estimate given is subject to having received payment to our terms, **delay in payment will impact delivery date** and we will not be held responsible.

8.7 We will not deliver without having received payment unless an agreed 30 day account is in place in advance.

8.8 Any and all delivery dates provided are a best estimate; we cannot be held liable for delays in supply due to World events or conditions, and no refunds will be given.

8.9 Once dispatched ex-works, our dispatch commitment is deemed to have been met in full.

8.9 Your acceptance of the delivered order constitutes full acceptance of the product.

### 9. Quantity Variation

We shall be deemed to have fulfilled our contract by delivery of a quantity within 10% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

### 10. Claims

10.1 Claims arising from damages or partial loss in transit must be received in writing by us within 5 days of delivery.

10.2 All claims with regard to any quality issues must be received in writing by us within 5 days of delivery or such goods shall be deemed to comply as to quality and quantity with the terms of the contract.

10.3 You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

10.4 Claims in respect of non-delivery must be made in writing to reach us within 4 days from receipt of our invoice.

### 11. Liability

11.1 Save in so far as defects in the goods cause death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

11.2 We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10.

11.3 Nothing in these terms and conditions shall affect the right of the consumer.

### 12. Cancellation

Production commences on your artwork approval. Your adherence to our payment terms is assumed and non-negotiable as per point 2. A charge will be made on cancelled orders, together with a charge for all work carried out up to the date of written cancellation, including any stock rotation etc. Due to the bespoke nature of individual orders, **we do not refund.**

### 13. Samples

Many samples are provided free of charge but some more valuable items may be chargeable. We will not, however, charge for samples without first advising and agreeing the relevant cost with recipients. *All samples are non-returnable.*

**Printed sampling incurs origination charges irrespective of whether or not the item then runs to bulk, these costs will apply and be Invoiced.**

### 14. Overdue Accounts

14.1 No goods will be delivered on accounts which remain unpaid 14 days after payment is due. Interest will be charged on overdue accounts, at the rate of 5% above NatWest Bank plc base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

14.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account a third party or Court proceedings.

### 15. Quantity Changes to Orders

Any changes in quantity ordered must be made in writing to us **prior** to commencement of processing. Any increase in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

### 16. Artwork and Printing

16.1 All artwork and print charges will be levied where necessary unless previously stipulated by us.

16.2 The prices shown include printing one colour one position, or where applicable, full colour one position, from **print ready artwork supplied.** For extra print positions or extra print colours, please phone to obtain exact quotation. Standard inks and Pantone references are used on most orders. We will match your own house colours as close as possible. Colour can vary from screen to substrate.

16.3 Please note that firing with ceramic dyes and pigments is a different science and technology to Pantone printing on paper. Every effort will be made to match your Pantone references supplied, however minor variations in colour may occur due to the nature of the process.

16.4 We will supply up to 3 artwork proofs free of charge. Beyond this, a charge of £15 per proof or alteration may be levied.

### 17. Small Orders

Where you require a quantity smaller than the minimum quantity shown in our price list, this may be possible but usually carries a surcharge.

### 18. Invoice Alterations

Should you request a change to any annotation in Invoice addressing, our system generates a new Invoice number, however date of terms still applies from date of first invoice raised.

### 19. Force Majeure

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

### 20. Supply

We reserve the right to supply nearest alternative product in all cases. **We do not refund.**

#### Please Note

*The products in this catalogue have not necessarily been supplied to or endorsed by the companies whose names and logos have been used. The printing of such is a guide to position and printing effect only. We apologise for any inconvenience caused.*