

Print & Packaging

BRANDED CARRIER BAG, PACKAGING & MERCH SPECIALISTS

Terms & Conditions of Sale

1. ORDERS / TERMS AGREED

- 1.1 Our sales are subject to these Conditions which override any customer or third party terms and conditions.
- 1.2 Orders can only be cancelled or varied by the customer if production has not begun and subject to the customer paying an administration fee of £50 and reimbursing us for any costs incurred due to cancellation/variation.

2. ARTWORK / CUSTOMER MATERIALS

- 2.1 The customer is responsible for checking all proofs/artwork (including accuracy and layout)/specifications and for approving such items within the timeframes required by us to meet production/delivery deadlines. N.B. Colour proofs are not to be used for colour matches.
- 2.2 Where the customer uses third party agencies it is implied that such agencies have authority to deal with us direct and to give approvals and to bind the customer.
- 2.3 The customer warrants that fulfillment of the order will not infringe any intellectual property rights (including copyright) and will indemnify us and our agents against all costs and expenses incurred in any such infringement.
- 2.4 Artwork and plates supplied by us remain our property unless paid for in full. Customers requesting the return of artwork/plates will be charged the difference between the contribution paid as invoiced and the total cost of artwork/plates plus a £35 fee to cover administration/storage/carriage.
- 2.5 Customer property is supplied by or on behalf of the customer at the customer's risk and we cannot be held liable for any loss or damage.

3. TOLERANCES / SAMPLES

- 3.1 Products meet current industry standards. Size, gauge, quantity, print position and print quality are subject to tolerances within +/- 10%. The actual quantity delivered will be the quantity invoiced. Colour (ink and film) may vary within industry tolerances.
- 3.2 Every effort will be made to supply products of the quality of samples submitted/quoted for but exact matches to samples or previous orders CANNOT be guaranteed.

4. PRICES

- 4.1 Prices are quoted ex VAT and any applicable government levy which the customer will be charged.
- 4.2 We reserve the right to vary our prices before or after acceptance to meet:
 - a.) any additional costs resulting from customer variations to orders/ customers requiring expedited delivery/ failing to advise delivery requirements (6.2)/delay in approving proofs/specifications
 - b.) any rise in costs of production/materials

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5. PAYMENT

- 5.1 Our terms are strictly Pro forma payment in full, without any deductions/set off/liens. Most debit/credit cards are accepted subject to a 2.5% surcharge.
- 5.2 With late payment, we reserve the right to:
- a.) charge interest at a rate of 8% from the due date and recover court fees and reasonable costs
 - b.) take payment without prior notice from a debit/credit card given at time of order or previous orders plus 2.5% charge
- 5.3 With installment deliveries, we are entitled to invoice each installment on delivery and payment is due not with standing non-delivery of other installments. Default by the customer in paying installments will cause the whole balance of the order to be payable.

6. DELIVERY

- 6.1 Delivery times are approximate and start from approval of proofs and all order details. We reserve the right to deliver in installments if it is more practical to do so and failure to deliver one installment does not give rise to a right to reject other deliveries.
- 6.2 The customer is responsible for:
- a.) giving clear delivery instructions for taking delivery (times and restrictions) / unloading as required by health and safety / carriers (failure to do so may result in extra charges)
 - b.) checking goods on delivery for shortfall / damage and signing for them as damaged or not checked if it is impractical to check them
 - c.) notifying us immediately of any non-delivery or obvious shortfall / damage on delivery
- 6.3 We will not be liable for the acts or omissions of any couriers / carriers. (The contracted job of all carriers is only to deliver to the door and they cannot leave their vehicle unattended).

7. RISK / PROPERTY

- 7.1 Risk on all goods passes on delivery.
- 7.2 With non-branded / non-personalised goods, title to the goods will not pass until all sums due to us from the customer are paid in cleared funds.

8. COMPLAINTS / LIABILITY

- 8.1 Complaints will not be entertained unless:
- a.) notified to us in accordance with 6.2 (delivery) and for other claims, in writing within 14 days of delivery
 - b.) goods are signed for as damaged / shortfall or, if not checked, as condition not checked
 - c.) substantiated including by producing damaged/faulty samples and allowing our representatives to visit to check goods
- 8.2 If a claim is validly made and substantiated then we will replace the goods supplied or, at our sole discretion, give a credit towards the price of the goods. The customer must make the goods available for collection if we so require.

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- 8.3 Subject to 8.2 and in view of the personalised nature of goods, the customer is not entitled to reject / return goods and delivery of such goods to us will not be deemed to be acceptance of a claim and we will hold the customer liable for the costs of return in addition to other sums due. Rejected goods will be at our disposal as we think fit.
- 8.4 All warranties and conditions implied by statute as to quality and fitness for purpose are excluded to the fullest extent permitted by law and no representation is made in respect of manufacture of goods.
- 8.5 Under no circumstances will we be liable to the customer or any third party for any indirect or consequential loss or damage (whether loss of profit or otherwise) arising from or as a result of our supply, delay in supplying or failure to supply goods or for any other reason whatsoever. Our maximum liability is limited to the price quoted or, if invoiced, invoiced for the particular goods to which the claim relates.
- 8.6 Supplies by us are subject to, and we are not liable for, causes beyond our reasonable control e.g. acts of God, war, inability to secure materials.

9. GENERAL

- 9.1 English law will apply to all of our sales and the customer agrees to the exclusive jurisdiction of the English courts.
- 9.2 If one part of these Conditions were found to be invalid / unenforceable it will not affect the validity of the remainder.
- 9.3 The customer is not entitled to assign the benefit of this supply contract to any third party without our consent.

Please call our sales team on 02380 671685 or email info@printandpackaging.co.uk