

Terms and conditions

1. Definitions
 - a) who or which orders Goods
 - c) "Goods" means any item article, part, service or thing supplied to the Buyer
 - d) "Contract" means an agreement between the Seller and the Buyer by which the Seller agrees to supply the Goods to the Buyer
 - e) "Conditions" means these terms and conditions of sale and any special terms and conditions agreed in writing by the Seller
 - f) "Price" means the price of the Goods excluding carriage delivery packing insurance and VAT
2. Quotations and Orders
 - a) The Price in all quotations will be valid for a period of 30 days unless previously withdrawn
 - b) All orders accepted both written and oral, all quotations given and all Goods supplied are subject to these Conditions. No person other than a director of the Seller has authority to enter into any Contract which does not incorporate these Conditions
 - c) The Price is exclusive of VAT which shall be due at the rate prevailing on the date of the Seller's invoice
3. Delivery
 - a) While the Seller will seek to ensure that the time for the delivery stated in the Contract is adhered to time shall not be of the essence of the Contract and the Seller shall be under no liability or responsibility in respect of loss or damage arising from delay in delivery
 - b) Additional packing cases when used will be charged extra to the Price
4. Title
 - a) From the time of delivery the Goods shall be at the risk of the Buyer or (if earlier) when possession of the Goods is taken by a carrier for delivery to the Buyer. However, the Goods shall remain the property of the Seller until payment due under all contracts between the parties has been made in full and unconditionally. Whilst the Goods are in the Buyer's possession the Buyer shall:
 - i. Be a bailee and fiduciary agent for the Seller
 - ii. Keep the Goods separate and identifiable from all other goods in its possession
 - iii. Permit the Seller access to the Goods and permit the Seller to re-possess same on demand
 - iv. Hold on trust the proceeds of sale for the Seller if the Buyer shall sell any of the Goods (whether converted into or incorporated into new products or otherwise)
 - b) In the event that the Buyer has a bankruptcy order against him or makes an arrangement or composition with his creditors or has suffered or allowed any execution whether legal or equitable to be levied on his property or (being a body corporate) has convened a meeting of creditors (whether formal or informal) or entered into liquidation (whether voluntary or compulsory) or has a receiver manager administrator or administrator receiver appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any Court for the winding up of the Buyer or any proceedings have been commenced relating to the insolvency or possible insolvency of the Buyer or the Seller apprehends any of the events above is about to occur then the Seller shall be entitled to cancel the Contract or suspend any deliveries or collect any Goods not paid for
5. Inspection and Acceptance
 - a) The Buyer shall inspect the Goods supplied immediately on the arrival and shall within five working days from such inspection give notice in writing to the Seller of any damage defects, shortages or any other reason by which the Buyer alleges that the Goods are not in accordance with the Contract. If the Buyer shall fail to give such notice the Goods shall be deemed to be in all respects satisfactory and the Buyer shall be bound to accept and pay for them accordingly.
 - b) No claim for defective Goods can be accepted if the Buyer stores the Goods incorrectly or the Goods are altered or tampered with in any way.
6. Tools

Any charge made for tools covers part tool costs only and such tools will belong to the Seller and will be maintained and stored at the Sellers expense for a maximum period of 6 months from the date of Contract. The Seller gives no guarantee concerning the useful life of any tool beyond the period of the original contract. Where tools are purchased outright the Seller accepts no responsibility for the repair and maintenance of them and reserves the right to make a charge for any upkeep work. All artwork, photographic negatives, printing plates, silk screens, produced for the manufacture of the Goods covered by the Contract will belong to the Seller until all outstanding debts have been cleared.
7. Property or Parts supplied by the Buyer
 - a) Any property or parts supplied by the Buyer will be held on their behalf at their risk
 - b) Care will be taken to ensure the best results from material or parts supplied by the Buyer but the Seller will not accept any responsibility for imperfect work caused by defects in such materials or parts
 - c) Adequate quantities of material or parts must be supplied by the Buyer to cover reasonable spoilage
8. Price Increase

The seller reserves the right to increase the Price upon giving the Buyer seven days notice verbal or written of any increases in the cost of labour and or materials used in the production of the Goods
9. Payment
 - a) Payment by the due date on which the Buyer is to pay for all goods shall be the essence of the Contract
 - b) Approved credit accounts 30 days from the date of invoice all other orders cash in advance or pro-forma payments
 - c) The Seller shall be entitled to charge the Buyer interest at the rate of 2% above base rate per calendar month, upon all overdue balances, or on the Price of any Goods which the Buyer has failed to take delivery of or collected at the due date
 - d) An administration charge of £25 minimum will be made on each occasion for any cheque rendered in payment where the cheque has to be represented or is initially refused
 - e) Any costs incurred by the Seller to recover any outstanding monies will be charged to the Buyer and added to any outstanding monthly balance
10. Modification Charges

If the buyer shall at any time require the Seller to make any alterations or additions to the Goods the Seller reserves the right to make an additional charge
11. General
 - a) Any representation or warranty written or orally made or given prior to the Contract is hereby expressly excluded; instructions, particulars, descriptions and illustrations, price lists are intended only to present a general idea of goods described
 - b) Any waiver by the Seller of one or more of these Conditions does not constitute a permanent waiver of any Conditions so waived nor a general waiver of these Conditions as a whole, and nor does the same in any way prejudice the exercise of the Seller's rights thereunder
 - c) The Seller's liability is limited to the Price for the item of Goods concerned. The Seller shall not under any circumstances be liable for any injury direct or indirect, consequential losses, or damage of the Buyer
 - d) The Seller does not warrant that any Goods provided to the Buyer will comply with any or all of the statutory laws relating to any goods supplied in the United Kingdom or any other country. It is the Buyers responsibility to ensure any such compliance
 - e) The performance of the Contract by the Seller is subject to variation or cancellation as a result of any cause beyond the Seller's control
 - f) Each of these clauses and sub-clauses shall be construed as an entirely separate obligation and the enforceability of any one or more of the clauses or sub-clauses shall not in any way be affected by unenforceability of any other clause
 - g) This Contract shall be governed by English Law and the parties hereto shall submit to the sole jurisdiction of the English Courts.