

## **Terms**

### **3.1 Definitions**

In this document "the seller" or "the company" refers to Plusprint. "Customer" refers to the person or company whose order for supplies is accepted by the company. "Supplies" means any goods or services. "Goods" means any goods supplied or to be supplied by the company. "Services" means any services supplied or to be supplied by the company. "Conditions" means these terms and conditions. "In writing" refers to electronic or paper communications. "Catalogue" refers to the catalogue, paper or electronic, in which these terms and conditions are set out. "Contract" means any contract entered into by the Company and the Customer for the sale and purchase of supplies.

### **3.2 Conditions**

All orders, unless otherwise expressly agreed in writing, are subject to the following terms and conditions to the exclusion of any terms and conditions of the purchaser. Placing an order constitutes acceptance of these terms and conditions.

### **3.3 Prices**

Prices are in £sterling. All prices exclude VAT which will be added upon invoice where applicable. Quotes are valid for 30 days from the date of quotation.

### **3.4 Payment**

Payment can be made by Cash or Cheque, please be aware that goods will not be dispatched until cleared funds have been received. If the Customer has applied and been accepted for a credit account then terms are strictly NET 30 days. If the customer fails to make payment by the due date then the Company shall be entitled to charge interest in accordance with Sections 5a and 6 of the Late Payments of Commercial Debts (Interest) Act 1998. The Company also reserves the right to suspend credit facilities and refuse further orders. The Company reserves the right to charge the Customer an administration fee to cover all and any costs incurred in recovering monies due to the Company.

### **3.5 Delivery**

We endeavour to dispatch in accordance with the stated lead times however all delivery dates should be regarded as estimates only. The Company will not be liable for any losses, costs, damages or expenses suffered by the Customer or any other party as a result of any delay in delivery. Failure to meet a delivery date does not constitute a breach of contract on our part.

### **3.6 Orders**

All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods from the Company pursuant to these Conditions. They cannot be cancelled without written agreement with the Company. The Company reserves the right to refuse to trade with any Customer.

Any order that is cancelled will be subject to charges for work done up to the cancellation date

### **3.7 Inspection, defects and non-delivery**

All orders are checked prior to being dispatched and will leave us in good condition. Goods are fully insured whilst in transit to the Customer. As a condition of the insurance it is the responsibility of the customer to check the goods upon receipt, prior to signing for them. ANY damage MUST be noted on the driver's delivery note and reported to us within 24 hrs. Failure to check for, and note, any damage to the consignment invalidates the insurance and effectively waives the Customer's right to claim for any repair or replacement. The Company is unable to accept responsibility for goods which are signed for as clear upon delivery.

Claims against the Company for errors, defects or shortages must be notified by email or telephone within 3 days of receipt of goods and further confirmed in writing within 7 days of delivery.

### **3.8 Printed Proofs**

The Company can supply printed proofs on request. The Company can accept no liability for errors or omissions not corrected by the Customer after inspection of proofs. If the Customer does not

request proofs then they agree to accept any print produced unchecked and at their own risk.

### **3.9 Minimum Artwork Charge**

The Company charges a minimum artwork charge of £15.00 for any design work undertaken.

### **3.10 Additional Fees**

Additional fees may be incurred when:

- (i) Amendments are required/requested once a job has gone into production.
- (ii) Files are supplied which do not conform to our artwork guidelines and therefore require additional processing prior to being ready to go to print. (The customer will be advised of any additional cost prior to work commencing)

Our standard hourly rate is £30.00 + VAT

### **3.11 Description**

Descriptions, images, illustrations and particulars including weights, dimensions and capacity provided in any printed material or on our website are intended to provide general information and do not form part of the Contract. The Company takes all reasonable steps to ensure the accuracy of information provided however we can accept no liability for any errors or omissions in any product descriptions whether caused by the Company's negligence or otherwise.

### **3.12 Risk and Ownership**

Risk of damage to or loss of the goods passes to the Customer when the goods are delivered at the Customer's Premises (or specified delivery address). Ownership of the goods shall not pass from the Company to the Customer until payment has been received in full. Until ownership passes to the Customer the goods should be held in such a way as to be easily identifiable as being the Company's property. In the event that the Customer fails to make payment by the due date the Company or its agents shall be permitted to enter the Customer's premises for the purpose of removing and repossessing such goods and the Company shall be entitled to claim any costs and expenses incurred by the Company in the process of such removal and repossession.

### **3.13 Performance and fitness for purpose**

Responsibility for ensuring that Goods are suitable for their intended purpose lies solely with the Customer. Any advice or recommendation provided to the Customer by an employee of the Company is acted on entirely at the Customer's risk and the Company will not be liable for any such advice or recommendation.

### **3.14 Warranty/Guarantee**

The Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer of Goods.

In addition, the Company will, free of charge, repair or, at the Company's option, replace Goods or, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of the Company to be damaged or defective due to faulty materials, workmanship or design.

This obligation will not apply:

- (i) if the defect arises because the Customer has altered or repaired such Goods without the written consent of the Company;
- (ii) because the Customer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;
- (iii) if the Customer has failed to notify the Company of any defect in accordance with Condition 8 where the defect should have been reasonably apparent on reasonable inspection; or
- (iv) if the Customer fails to notify the Company of the defect within 12 months (or such other period as the Company shall specify at the time of acceptance of the order for the Supplies) of the date of despatch of the Goods or performance of the Services.

Any replacement Supplies made or Goods repaired under this Condition 15 will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Supplies.

Any Goods which have been replaced will belong to the Company.

The Company's sole obligation and liability should any supplies prove to be damaged or defective shall be limited to, at the Company's discretion, the repair or replacement of the relevant goods or re-performance of the relevant service or a refund of the price paid for the supplies.

### **3.15 Liability**

Except in respect of death or personal injury caused by the Company's negligence the Company shall not in any event be liable to the Customer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract or otherwise, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its equipment or its use or resale by the Customer), except as expressly provided in these conditions.

### **3.16 Intellectual Property Rights**

The supplies in the Catalogue may be subject to intellectual and industrial property rights. No right or licence is granted to the Customer except the right to use or re-sell the supplies in their usual course of business. The Company accepts no liability whatsoever in the event of any claim of infringement of any such infringement howsoever arising.

Ownership of all intellectual property rights in relation to design work carried out by the Company on the instructions of the Customer shall at all times remain with the Company unless otherwise agreed in writing.

### **3.17 Images of Printed Goods**

The Company reserves the right to photograph any of the work that we produce and to use such images in online and printed promotional material unless the Customer has expressly requested otherwise.

### **3.18 Use of Personal Data**

Personal Data refers to any data collected by the Company in relation to a Customer which enables the Company to identify the Customer (or representative of the Customer). The Company may process Personal Data for all purposes contemplated in these Conditions or arising in the context of the relationship between the Company and the Customer including:

- i. Deciding whether to enter into any contract or arrangement with that Customer. This may include conducting credit reference searches against a Customer or its representatives and the disclosure of information to the relevant agency as to how that Customer conducts its account, and other anti-fraud or identity checks;
- ii. Order fulfilment, administration, customer services, profiling the Customer's purchasing preferences and to help to review, develop and improve the company's business and the goods and services it offers;
- iii. Direct marketing of the Company's products and services which the Company believes may be of interest to the Customer or its representatives, whether by post, fax, telephone, email, SMS, MMS or otherwise, to the extent that it is lawfully entitled to do so;
- iv. Crime prevention or detection.

The Company will not pass Customer's Personal Data on to third parties.

### **3.19 Promotions**

In the event that the Company sends promotional material to the Customer in relation to goods or services available from the Company, these Conditions shall apply to all Supplies purchased from such material.

### **3.20 Legal Construction**

All Contracts shall be governed by and interpreted in accordance with English law and the Customer submits to the jurisdiction of the English Courts, but the Company may enforce such Contract in any court of competent jurisdiction.

### **3.21 Force majeure**

The Company will not be liable for breach of contract arising from or caused by, directly or indirectly, force majeure, war, strikes, riots and civil commotions and natural disasters.

### **3.22 Law**

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England