



Terms and Conditions – 23rd April 2020

1. Price

1.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the applicable rate at the time of delivery.

1.2 All quotations are valid for 30 days from the date of quotation.

1.3 The price quoted excludes delivery unless the order is for goods totalling £100 or more (excluding VAT).

1.4 Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery.

1.5 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods due to increases in raw material and other associated input price rises. Our selling price would also increase if any additional costs are incurred due to alterations you have requested or which are necessary because we received inadequate or late instructions from you.

2. Delivery

2.1 All products will be supplied on either Euro or standard pallets.

2.2 All delivery times quoted are estimates only.

2.3 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract.

2.3.1 You may not cancel if we receive your notice after the goods have been dispatched or the raw materials cannot be cancelled from our suppliers.

2.3.2 If you cancel the contract, you can have no further claim against us under that contract.

2.4 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss or increase in the price of the goods).

2.5 We may deliver the goods in instalments. Each instalment is treated as a separate contract.

2.6 You may not reject the goods or make any claim:

2.6.1 If we deliver up to 10% more or less than the quantity ordered (in this case we will charge you for the actual quantity delivered at the contract rate)

2.6.2 If in respect of dimensions or gauge the goods are within the tolerances laid down by FEFCO.

2.6.3 if in respect of ink colours and film properties the goods are of the same general shade and density of colour, general clarity, haze and slip ordered by you.

3. Delivery and safety

3.1 We may decline to deliver if:

3.1.1 We believe that it would be unsafe, unlawful or unreasonably difficult to do so, or

3.1.2 The premises (or the access to them) are unsuitable for our vehicle.

3.2 If delivery does not take place either on the contract date or not at all because you are at fault or for reasons beyond our control. We may store and insure the goods and try to deliver them as soon as possible. If we have not been able to make delivery after fourteen days we have the right to treat the contract as discharged and sell the goods. We may recover our storage and insurance costs either directly from you or from any proceeds of sale or charge you if there is a shortfall between the value of your order and any proceeds of sale.

4 Payment terms

4.1 Payments will be made in cash or otherwise in cleared funds prior to us processing an order unless you have an approved credit account,

4.2 If you have an approved credit account, payment is due no later than the end of the month after the month of our invoice unless otherwise agreed in writing.

4.3 If you fail to pay us in full on the due date.

4.3.1 We may suspend or cancel future deliveries.

4.3.2 We may cancel any discount offered to you.

You must pay us interest at the rate equivalent to that set for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998:

a. calculated (on a daily basis) from the date of our invoice until payment.

b. compounded on the first day of each calendar month; and before and after any judgment (unless the court orders otherwise).

4.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment.

4.5 You do not have the right to set off any money you may claim from us against anything you may owe us.

4.6 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full.

4.7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.

5 Title

5.1 Until you pay all debts you may owe us:

5.1.1 All goods (including any material produced in origination work) supplied by us remain our property.

5.1.2 You must store them so that they are clearly identifiable as our property.

5.1.3 You must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us.

5.1.4 You may use those goods and sell them in the ordinary course of your business, but not if;

a. we revoke that right (by informing you in writing), or

b. you become insolvent.

5.2 You must inform us (in writing) immediately if you become insolvent.

5.3 If your right to use and sell the goods ends you must allow us to remove the goods.

5.4 We have your permission to enter any premises where the goods may be stored at any time, to inspect them.

5.4.2 After your right to use and sell them has ended, we have the right to remove them, using reasonable force if necessary.

5.5 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.

5.6 You are not our agent. You have no authority to make any contract on our behalf or in our name.

6 Risk

6.1 The goods are at your risk from the time of delivery.

6.2 Delivery takes place either:

6.2.1 At our premises (if you are collecting them or arranging carriage) or at your premises (if we are arranging carriage).

6.3 You must inspect the goods on delivery. If any goods are damaged (or part delivered), you must inform us within 7 days of delivery. You must give us (and any carrier) a fair chance to inspect any goods that are potentially faulty.

6.4 You must notify us in writing within 7 days of receipt of our invoice or our despatch note (whichever is earlier) if there is a complete failure of delivery.

7 Warranties

7.1 We warrant that the goods:

7.1.1 Comply with their description on our acknowledgement of order.

7.1.2 Are free from material defect at the time of delivery (as long as you comply with clause 6.3).

7.2 We give no other warranties (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose except where otherwise stated by us in writing.

7.3 If you believe that we have delivered goods which though undamaged are defective in materials or workmanship, you must:

7.3.1 inform us (in writing), with full details, within fourteen days of receipt of the goods.

7.3.2 Allow us to investigate (we may need access to your premises and the goods).

7.4 If the goods are found to be defective in material or workmanship (following our investigations, and you have complied with those conditions (in clauses 6.3 and 7.3) in full, we will at our option) replace the goods or refund the full cost.

7.5 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of us) arising from the contract or the supply of goods or their use, even if we are negligent.

7.6 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to one million pounds.

7.7 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.

7.8 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

8 Specifications and designs

8.1 If we supply the goods in accordance with your specifications or Instructions:

8.1.1 You must ensure that the specifications or instructions are accurate,

8.1.2 You must ensure that goods supplied in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them.

8.1.3 You warrant that the specifications or instructions will not result in the infringement of any rights belonging to a third party and that you will indemnify us in respect of any loss, damage, costs or expenses (including legal fees on a full indemnity basis) which we may incur in connection with any such claim or threatened claim by a third party.

8.2 By supplying goods to you we do not waive any intellectual property rights (including any design rights) that we may have in respect of them.

8.3 You must accept any changes in the specifications and designs of the goods that are necessary to ensure they conform with any applicable safety or other statutory requirements.

8.4 We reserve the right to make without notice any minor modifications in the specifications designs or materials as we think necessary or desirable.

8.5 You are responsible for determining the suitability of anti-static materials for the goods and you assume all risk and liability, direct or consequential, arising out of the use of any anti-static materials.

8.6 If the goods are intended for use in connection with any food, drug or substances of a volatile nature.

8.6.1 You must satisfy yourself that the food, drug or any other substance is not or is not likely to be affected by any material used in the manufacture of or printing of the goods;

8.6.2 We are not liable if such food, drug or other substance has been adversely affected.

8.6.3 You will indemnify us and keep us indemnified from and against all third party claims that any food, drug or other substance has been adversely affected and caused third party loss, damage or expense.

8.7 We are not liable for errors in any proofs approved by you if you do not advise us of the errors in good time before we begin processing your order.

8.8 Unless otherwise agreed in writing we are not responsible for checking the accuracy of information that you supply to us in electronic form.

9 Return of goods

9.1 We will accept the return of goods from you only by prior arrangement

9.1.1 On payment of an agreed handling charge (unless the goods were defective when delivered)

9.1.2 Where the goods are as fit for sale on their return as they were on delivery.

10 Cancellation

10.1 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.

10.2 We may suspend or cancel the order, by written notice if:

10.2.1 You fail to pay us any money when due (under the order or otherwise);

10.2.2 You become insolvent;

10.2.3 You fail to honour your obligations under these terms.

10.3 You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 10.1 then apply).

11 Waiver and variations

11.1 Any waiver or variation of these terms is binding in honour only unless:

11.1.1 Made (or recorded) in writing;

11.1.2 Signed on behalf of each party

11.1.3 Expressly stating an intention to vary these terms.

11.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

12 Force majeure

12.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.

12.2 Examples of these circumstances include act of God, accident, explosion, fire, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

13 General

13.1 English law is applicable to any contract made under these terms. The English and Welsh courts have nonexclusive jurisdiction.

13.2 If you are more than one person, each of you has joint and several obligations under these terms.

13.3 If any of these terms are unenforceable as drafted:

13.3.1 it will not affect the enforceability of any other of these terms; and

13.3.2 if it would be enforceable if amended, it will be treated as so amended.

13.4 We may treat you as insolvent if:

13.4.1 You are unable to pay your debts as they fall due; or

13.4.2 You (or any item of your property) become the subject of:

a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy)

b. any application or proposal for any formal insolvency procedure: or

c. any application, procedure or proposal overseas with similar effect or purpose.

13.5 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.

13.6 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by e-mail or post) the other's registered office or principal place of business. All such notices must be signed.

13.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.

13.8 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either.

13.8.1 Contained in our estimate (or any covering letter) and not withdrawn before the contract is made.

13.8.2 Which expressly state that you may rely on them when entering into the contract.

13.9 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.