

TERMS & CONDITIONS

1. Tax

The company reserves the right to charge the amount of any value added tax due on goods or services supplied, whether or not included on any written estimate or quotation.

2. Work In Progress

All work carried out at the request of the customer, shall be considered work in progress until final delivery of goods or completion of service. The Company reserves the right to invoice for any costs incurred during the execution of work in progress, which extends over a period more than one calendar month from the date of authorisation to proceed, by the customer.

3. Proofs

Proofs will be submitted for customer's approval and the Company shall incur no liability for any errors not corrected by the customer once final approval is received. Customer's alterations or amendments following approval of proofs shall be charged extra.

4. Delivery and Payment

- a) Delivery of goods shall be accepted upon notification that the work has been completed. Upon delivery, ownership shall pass to the customer and payment shall become due.
- b) Unless otherwise stated, the price quoted shall include delivery to one UK address. A charge may be made to cover any extra costs involved for delivery to any additional addresses.
- c) Should expedited delivery be agreed, an extra charge may be passed on to the customer to cover any additional costs incurred including overtime, delivery or any other additional costs incurred by the Company in meeting the request.
- d) Payment terms are strictly 30 days from date of invoice.
- e) Under the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulation 2002, the Company reserves the right to charge compensation for debt recovery costs and interest on late payments of the current reference rate plus 8%

5. Liability, Risk and Ownership

Liability, risk and ownership of any items will pass to the customer upon delivery of work by the Company. If delivery is delayed at the request of the customer, ownership, liability and risk shall pass to the customer upon notification of completion of work. The Company will not be liable for any loss to the customer arising from delay in delivery not caused by the Company. Customer's property and all property supplied to the Company, by or on behalf of the customer, shall while it is in the possession of the Company, or in transit, to or from the customer, be deemed to be at the customer's risk, unless otherwise agreed and the customer should insure accordingly.

6. Storage

The Company reserves the right to charge an agreed amount for any items to be held in storage on behalf of the customer. Upon authorisation for items to be held in storage, payment for goods will become immediately due. Any charges for storage are to be agreed in advance between the Company and the Customer.

7. Acceptance

Authorisation to proceed with work, whether received verbally, via email, fax or post shall deem acceptance of the Company's Terms and Conditions.

8. Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Company within three clear days of delivery (or in the case of non-delivery, within 28 days of despatch of goods) and any claim in respect thereof must be made in writing to the Company within seven clear days of delivery (or in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the Company within 28 days of delivery. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that i) it was not possible to comply with the requirements and ii) advice (where required) was given and the claim made as soon as reasonably possible.

9. Insolvency

If the customer ceases to pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him the Company without prejudice to other remedies shall

- i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether complete or not) and materials purchased for the customers, such charge to be an immediate debt due to him, and
- ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

10 Illegal Matter

The Company shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other propriety of personal rights contained in any material produced for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

11 Force Majeure

The Company shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his reasonable control including (but not limited to) Act of God, legislation, war, fire, terrorism, flood, fire, drought, failure of power supply, lock-out strike or other action taken by employees or sub-contractors employees or owing to any inability to procure materials or services required for the execution of the contract. During the continuance of such a contingency the customer may by written notice to the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

12 Law

These terms and conditions and all other terms of the contract, whether express or otherwise, shall be governed and construed in accordance with the laws of England.