

# Navillus Print Gifts Limited Terms and Conditions

## 1. General Acceptance

All orders are accepted on these Conditions of Sale only. Any order received by us from any customer who has previously seen or received these Conditions will be understood as indicating an intention to order goods on these Conditions notwithstanding any statement to the contrary. Any documentation or communication received from any customer whatsoever in the course of an order will have effect only in so far as it refers to terms and conditions which are particular to that order and which are not at variance with these Conditions except where we agree in writing to alter or vary any of these individual Conditions. Delivery or any other act of part performance by us shall be deemed to constitute our intention to enter into our performance of a contract on these Conditions only and shall not be deemed to constitute acceptance by us of any other terms or conditions notwithstanding any previous course of dealing. Acceptance of the goods by the customer shall be deemed to constitute assent by the customer to these Conditions. Any price quoted for goods or work is given on the understanding that these Conditions and no others govern our rights and obligations. Our servants and agents have no authority to make any oral representations whatever to vary any of these Conditions and we shall not be bound by any such representation or purported variation unless agreed in writing.

## 2. Substitution

These Conditions shall override and supersede any terms or conditions of purchase of the customer purported to be incorporated either expressly or impliedly into the Contract.

## 3. Price Variation

All quotations are given subject to sight of artwork. We reserve the right to amend quotations on or at any time after receipt of artwork. All prices shall be subject to Value Added Tax at the prevailing rate where applicable.

## 4. Terms

Payment of the purchase price for all goods supplied or to be supplied without any deduction or set-off is due on receipt of a pro-forma invoice or, in the case of accounts approved by us in writing, within 30 days from the date of the invoice or as may have otherwise been agreed in writing. We reserve the right to charge interest on any overdue amount at the rate of 2% per month such interest accruing on a daily basis from the day following that on which the amount became due. Should extended payment terms be agreed we reserve the right to charge interest on the period of extension at a rate equivalent to 2% per month. Should any overdue debts be passed to a debt collection agency we reserve the right to charge all costs incurred, interest and our administration fee of £100 plus VAT. Should work be suspended at the request of or delayed through any fault of or omission by the customer we shall be entitled to payment for any work carried out, materials used and any other additional costs, including storage, which may have been incurred.

## 5. Time of the Essence

Whilst we will make every effort to adhere to agreed delivery dates time shall not be deemed to be the essence of the contract and so far as any such dates are concerned we will be under no liability whatsoever by reason of delayed deliveries except where we have previously agreed to be so bound in writing.

## 6. Instalments

Where we have agreed to deliver by instalments then, so far as concerns the customer, each instalment shall be treated as if it were a separate contract so that any alleged delay in delivery or alleged breach of contract by us with reference to any particular instalment of goods which have been delivered will not entitle the customer to cancel any delivery instalments which have yet to be delivered.

## 7. Non-delivery / Shortages

No responsibility will be accepted in respect of non-delivery of goods unless the customer notifies both us and the carriers in writing within 7 days of despatch. If consignments are delivered damaged or in the case of partial deliveries they must be signed for accordingly and written notification sent both to us and the carriers within 3 days of delivery. Except as aforesaid we shall accept no liability for non-receipt, partial delivery or damaged goods.

## 8. Development Work / Proofs/Samples

We reserve the right to charge for all work carried out by ourselves whether experimentally or otherwise at the customer's request unless the contrary has previously been agreed in writing. We reserve the right to show in brochures and web-sites samples of work to third parties on completion of the contract unless the contrary has previously been agreed in writing. We shall incur no liability for errors not corrected on proofs submitted by us or our subcontractors for customer approval. Customer alterations and additional proofs necessitated thereby shall be charged as extra to the contract. Where style, type, layout or print position is left to our discretion any alteration required by the customer shall be charged as extra to the contract.

## 9 Refund, Replacement, Cancellation

Goods supplied against orders cannot be returned for any reason once they have been printed to your specification on written proof approval. If goods are incorrect, faulty or damaged upon delivery we will exchange the product. However we must be notified in writing (via e-mail or post) within 5 working days following your acceptance of this delivery. Refunds will be paid via the identical method of payment used to originally purchase these goods within 30 days of receipt of cancellation. Where a full refund is agreed by the Directors, this will be paid within 30 days of cancellation.

If an order is cancelled after it has been confirmed and the order acknowledgment has already been approved by the customer, we reserve the right to charge a fee for any costs incurred and a restocking charge up to 25% of the value of the order and invoice accordingly.

Failure of goods to comply with contract terms on grounds of quality, quantity or on grounds that the wrong goods have been supplied must be notified within 5 working days.

In any event within such period of times as will exclude the possibility of deterioration or damage due to unsatisfactory storage by recipients or any other cause.

## 10. Origination

All tools, artwork and origination will remain our property unless supplied or purchased in full by the customer. Unless otherwise requested in writing, we reserve the right to dispose of all tools, artwork and origination which has not been used for a period of one year without further notice and at our complete discretion.

## 11. Customer's Property

The customer's property and all property supplied to us by or on behalf of the customer shall, whilst in our possession, be deemed to be at the customer's risk unless otherwise previously agreed in writing.

## 12. Storage

We shall be entitled to make reasonable charge for the storage of any customer property left with us before the receipt of an order or after notification to the customer that work is complete.

## 13. General Lien

Without prejudice to other remedies we shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in our possession and we shall be entitled, on the expiration of 14 days written notice to the customer, to dispose of such goods and property as we think fit and apply any proceeds towards such debts.

## 14. Quantity

Quantities delivered in respect of any order may vary by 5% either more or less from the quantity ordered and the customer agrees to pay for the goods actually delivered without alteration to the contract. Should an exact quantity be required by the order a premium of no more than 5% of the order value may be charged.

## 15. Matching Material

Whilst we make every effort to supply material and goods in accordance with any reference sample or proof submitted this cannot be guaranteed and no condition or warranty to this effect shall be implied. Every effort will be made to obtain the best possible match to the standard required by the customer, but due to the nature of the manufacturing processes involved, we shall not be required to guarantee an exact match in colour, texture, shape, size or material performance.

## 16. Customer Supplied Material

We may reject any materials supplied by the customer which appear to us to be unsuitable. If customer supplied material is found to be unsuitable during manufacture any additional costs incurred will be chargeable to the customer.

Where we are required to use customer supplied or specified material we shall take every care to secure the best results but we shall accept no liability whatsoever for imperfect work caused by defects in or unsuitability of material supplied or specified.

Quantities of material supplied shall be adequate to cover normal spoilage.

## 17. Responsibility

It is the customer's responsibility to ensure that the goods ordered are in every way correct for the purpose for which they are intended, notwithstanding that such purpose may be known to us. We are responsible only for producing goods to the specification agreed with the customer.

We shall not be liable for direct or indirect loss or claims occasioned directly or indirectly by delay in completing or delivering the work, delay in transit or for claims arising from normal trade variations in quality. Where work is defective for any reason, including negligence, our liability will be restricted to rectifying such defect or replacing the work or crediting the price of any defective goods charged and in no circumstances whatsoever will we be liable for any claim in excess of the invoice price of the goods on which any claim is made.

We shall be under no liability whatsoever for defective goods unless we receive a written claim within 30 days of the goods being delivered to the customer.

## 18. Liability

We shall not be required to supply any goods incorporating any printed matter which in our opinion is or may be of an illegal or libellous nature. We shall be indemnified by the customer in respect of any claim and expense arising out of any illegal or libellous matter printed for the customer or any infringement of copyright or patent or similar right resulting from compliance with the customer's instructions either express or implied. This indemnity will extend to any amounts paid for legal advice in settlement of any claim.

## 19. Force Majeure

We shall be under no liability if we are unable to carry out any provision of the contract for any reason beyond our control including but not limited to Acts of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by persons in contemplation of a dispute, or owing to any inability to procure materials, necessary labour or subcontracted supplies required for performance of the contract. During the continuance of such a contingency the customer may, by written notice, elect to terminate the contract and agree to pay for work done, materials used and loss of contribution to overhead, but subject thereto the customer shall otherwise agree to accept delivery when available.

## 20. Intellectual Property

All patent, registered design, copyright and other intellectual property right in or in connection with the goods which we may have shall remain our property. All patent, registered design, copyright and other intellectual property rights in samples, mock-ups or production work created by or for us pursuant to or in implementation of any contract or in anticipation of any contract shall remain our exclusive property.

## 21. Termination

If any distress or execution shall be levied upon any of our customer's property or assets or if the customer shall make any arrangement or composition with creditors or shall commit an act of bankruptcy or if a petition or receiving order in bankruptcy be presented against him, or if the customer is a limited company and any petition wind up the customer is presented or any resolution to wind up the customer is passed (other than for the purposes of reconstruction or amalgamation only) or if the customer ceases to trade then upon the happening of each and every such event the contract shall immediately terminate and we shall not be bound to undertake any further work or to deliver any goods or do any act in furtherance of the contract and any right of the customer under clause 21 of these Conditions will automatically end.

## 22. Title and Risk in Goods

Title in goods supplied shall remain with us until either:

a) the price of the goods has been paid in full  
b) we have given written notice to the customer that title has passed

Risk in the goods shall pass to the customer on despatch from our premises.

Until title has passed the customer shall possess the goods as a fiduciary bailee for us and shall store the goods separately and render the identifiable as ours and we shall be entitled to demand the re-delivery of the goods to us by the customer at the customer's expense and / or to enter the customer's premises for the purpose of recovering the goods. This right shall be in addition to and shall not prejudice any other rights or remedies.

Prior to any such demand or re-entry by us, the customer may as our agent but in his own name:

a) Sell the goods provided that the customer must retain the proceed of such sale in a separate account and account to us for such proceeds to the extent of the amount of the price unpaid, this without prejudice to our other rights and remedies.

b) Incorporate the goods into other products provided that such products are stored separately and / or by some positive act identify them as containing our goods whereupon title in such products shall pass to us and the customer will hold such products on the same terms as he would under ( a ) above.

c) In the event of a sale by the customer of the goods or products incorporating the goods we shall be entitled to pursue the customer's rights and remedies against his buyer for which purpose the customer agrees to make available his buyer's name and address and assist us as we deem necessary. We shall account for any monies so recovered less our costs and any amounts due to us from our customer.

Risk in any products incorporating the goods will be with the customer at all times.

## 23. Waiver

No waiver in respect of any breach of any one of these Conditions of Sale shall operate as a waiver on respect of a breach of any other or any subsequent breach of any Condition.

Any such waiver must be previously agreed in writing by all parties to the contract.

## 24. Data Protection

We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency. Customer Information will be stored by the company and credit information may be shared for monitoring and administration purposes with other manufacturers of promotional products, trade associations, buying groups and credit reference agencies.

## 25. Jurisdiction

Any contract formed under these Conditions of Sale shall be construed and enforced in accordance with English law in the Courts of England and Wales.

## Navillus Print Gifts Ltd 2016