

Terms and Conditions and General Trading Information

These terms and conditions apply to all orders and supersedes all others. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

1. PAYMENT TERMS

All goods will be supplied against a proforma invoice unless otherwise agreed. Payment on account is to be made within 30 days from the date of the invoice. We understand and may exercise our statutory right of interest under the late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to our credit terms. Any discounts are offered on the strict understanding that the account is paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

2. PASSING OF TITLE AND RISK

2.1 The Risk in the goods shall pass to you on delivery.

2.2 All goods, delivered or not, remain our property until payment is received in full.

2.3 Until such time as payment in full is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non payment by you for goods we will, without loss of any right or remedy, remove from your possession those goods belonging to us in accordance with our terms and conditions and we shall be entitled to enter upon the property where the goods are stored and repossess and remove the same. You hereby grant us irrevocable license to enter your premises for the said purpose.

3. PRODUCT

We reserve the right to alter any details or designs of the products illustrated without notice and while every effort is made to describe goods accurately no warranty is given as to accuracy and no responsibility will be accepted for error of description and any resulting loss.

4. QUOTATION AND CONTRACT

Orders are accepted subject to our right to adjust prices quoted to take account of any changing of law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you or cancel the contract. Quotations are valid for 30 days unless otherwise stated. Quotations for USB sticks and associated memory chip based product will normally be valid for 7 days only.

5. PRICES

Where applicable all prices quoted are subject to VAT at the current rate if applicable.

6. DELIVERY

6.1 Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of

the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

6.2 Special rush deliveries can usually be arranged but will usually be subject to additional charges (eg rush print charges and rush delivery charges), which will be agreed beforehand charged to you at current commercial rates.

7. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of the printed goods ordered and you will be charged at the contract rate for the exact quantity delivered.

8. CLAIMS

8.1 Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 3 days.

8.2 All claims with regard to the quality and quantity of the goods shall be made in writing to us so as to reach us within 3 days of receipt of goods or such goods shall be deemed to comply as to the quality and quantity with the terms of the contract.

8.3 You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at the time of delivery.

9. LIABILITY

9.1 Save in so far as defects in the goods cause death, injury or damage to personal property our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

9.2 We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with notification of the claims procedure set out in clause 8.

9.3 Nothing in these terms and conditions shall affect the right of a consumer.

10. CANCELLATION CHARGES

A charge will be made on all cancelled orders, together with the charge for all work carried out to the date of written cancellation, this may include a restocking fee or origination/print charges.

11. SAMPLES

These will be submitted to you on request for approval purposes and will be charged if not returned in good condition within 14 days.

12. OVERDUE ACCOUNTS

12.1 No goods will be delivered on accounts which remain unpaid 14 days after payment date is due. This does not prevent us pursuing payment of overdue accounts at any time that payments become due and shall be in addition to and without prejudice to any other rights we may have against you.

12.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or court

proceedings.

13. QUANTITY CHANGES TO ORDERS

Any changes to the quantity ordered must be made in writing to us prior to commencement of processing. Any increase in the order must be regarded as a separate contract unless written notification is received before work commences on the original order. Any decrease in quantity may be subject to higher charges.

14. ARTWORK AND PRINTING

14.1 All artwork and print charges will be levied where necessary unless previously stipulated by us.

14.2 Where applicable the prices shown include printing one colour in one position from the hi-resolution artwork supplied, for additional positions or colours of printing please contact us to obtain an exact quotation. The standard printing colours vary by decoration process. We will match your own colours as close as possible but where you can specify non-standard printing colours, there may be an additional special match charge.

14.3 Artwork that has been approved in writing, either electronically via email or signed and returned, is deemed full and final responsibility of the client and we cannot be held responsible for any errors in artwork there in.

15. SMALL ORDERS

Where you require a quantity smaller than the minimum quantity shown in the price list, this is normally possible but may carry a small order surcharge.

16. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or part without incurring any liability whatsoever to you. Force majeure includes (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

17. CALL RECORDING

All calls to Dowlis are recorded for monitoring and training purposes.

PLEASE NOTE: The products shown in our catalogue/on our website have not necessarily been supplied to or endorsed by the companies whose logos have been used. The printing of such is a guide to show position and printing effect only.