

## GENERAL

- A) The seller (Corporate Gifts Online Ltd) do business upon and subject to these general conditions which will be deemed to be incorporated into all contracts between the Seller and the Purchaser to the exclusion of any other terms and conditions if the Purchaser.
- B) A quotation shall only constitute an invitation to treat. All orders are subject to acceptance by the Seller, the Purchaser's acceptance of delivery of said acknowledgment of orders shall be deemed to include acceptance of these general conditions.
- C) Telephone orders must be confirmed in writing by letter or fax. No responsibility will be accepted if this is not done.
- D) The Seller cannot guarantee that the goods will be exactly the same as previously supplied. Samples are available on request to check for size, materials etc.

## WAIVER

Failure by the seller at any time to enforce any of the provisions of these general conditions shall not be construed as waiver by the Sellers of such provisions or in any way affect the validity of these general conditions.

## PRICES

All prices shall be as per the Seller's price list, current at the date of despatch and all prices are exclusive of VAT and delivery. All prices are subject to increases without notice owing to circumstances beyond the Sellers control.

## ORIGINATION

All blocks, dies, screens required for printing will occur additional costs.

## ARTWORK

All artwork including reductions, enlargements and retouching will be chargeable. Minimum artwork charge is £25.

## OVERAGES

Printed goods may be subject to **10%** over or under run and will be charged pro rata.

## LIABILITY / FORCE MAJEURE

- A) The purchaser shall be responsible for the goods to be suitable in every way for the purpose for which they are intended to use them and no warranty, condition or representation is given by the seller as to the fitness of any goods for any particular purpose.
- B) Whilst every effort will be made to deliver on time, time for delivery is not of the essence and there is no liability for delays occasioned by circumstances beyond the sellers control.
- C) Any liability of the Seller to the Purchaser shall be limited in total to the price of the goods.
- D) In the event of incorrect or faulty goods supplied, credit will only be given if the entire consignment is returned or a prior arrangement made for partial credit.

## CARRIAGE

All prices are exclusive of postage, carriage and packing. Charges for these items are available on request, but apply to complete movement of goods.

## SAMPLES

Samples can be sent on approval but will be **charged for unless returned in good condition within 30 days**.

## TERMS OF PAYMENT

- Unless otherwise stated and agreed all orders are payable by proforma invoice before work commences. All existing accounts rendered by the Company to the Client are to be paid in full **within thirty days** of the invoice. A **credit surcharge of 5%** will appear on all invoices. However if the invoice is **paid within the stated terms** of the contract i.e. 30 days from date of invoice, then this sum may be deducted from the invoice. In addition we reserve the right to charge interest at the standard, prevailing bank commercial interest rate on all accounts outstanding after the said thirty days and the said interest shall be added to the account and shall be recoverable as a debt owed by the Client to the Company. The Company may also require a **deposit of 40%** of the total order value, excluding VAT. If this is applicable a deposit request will be sent with our order acknowledgment and work may not commence until this deposit request has been paid in full. The same principle will apply to any proforma invoice. **However please always refer to the specific quotation for the required payment terms.**

## CLAIMS AND ACCEPTANCE

- A) The Purchaser shall inspect all goods immediately and shall within seven days from delivery notify the seller of any matter or thing by reason of which they may allege that the goods are not in accordance with the contract. If the purchaser shall fail to give such notice within such a period it shall conclusively be determined that the goods are as to quality, number, weight volume and in all respects in accordance with the contract and that the purchaser have accepted them. The purchaser shall have no right to reject the goods, but shall be bound to pay the same accordingly.
- B) Non delivery by any carrier must be notified to the Seller in writing within 14 days.
- C) Goods are only returnable with our expressed agreement. Goods will not be accepted back without prior arrangement.

## CANCELLATIONS

All cancellations to be notified in writing. Charges will be made for all work done or materials bought, which is normally double any quoted sum.

## PRINTING

Unless otherwise specified, printing colour, size and position will be at our discretion even on repeat orders. Where pantone colour matches are requested, a **100%** match cannot be guaranteed. We reserve the right to use your logo or advertisement in our brochures unless otherwise instructed in writing.

## TRANSFER OF PROPERTY

Property of the goods shall remain with the seller, even if the goods have been passed on to a third party by the Purchaser, until the Seller has received payment in full of the price and any additional sums due under contract.

Until such time as full payment for the goods and any ancillary amounts is made by the Purchaser to the seller, the Purchaser shall store the goods in such a way that they can be identified as the Seller's property. If the Purchaser shall sell or otherwise dispose of, or shall make any insurance claim in respect of the goods prior to making payment in full for them, he shall do so as the principle and not a the agent for the Seller and shall not give any warranties or incur any liability on behalf of the Seller. The proceeds of any such sale or other disposition (or claim thereto) as well as the proceeds of any insurance claim made by the Purchaser in respect of the goods shall belong to the Seller to the extent of all sums due to the Seller in respect of the goods.

Failure by the Purchaser to make all payments when due shall give the Seller the right without prejudice to any other remedy of the Seller, to repossess the goods without prior notice and to enter any premises for the purposes of such a repossession.

Nothing in this condition shall give the Purchaser the right to return the goods sold hereunder. The Seller may sue the Purchaser for the price when due notwithstanding that property in the goods may not have passed to the Purchaser.

## PRODUCT SPECIFICATION

We reserve the right to alter design, material and product specification of any product without notice.

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