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Terms and Conditions

Standard Terms and Conditions of Sale

1 Price

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

1.2 Our quotations lapse after 30 days (unless otherwise stated).

1.3 The price quoted includes delivery (unless otherwise stated).

1.4 Rates of tax and duties on the goods will be those applying at the time of delivery.

1.5 At any time before delivery we may adjust the price to reflect any increase in the costs of supplying the goods.

2 Specifications

2.1 If we produce the goods to your specifications, you must ensure that:

2.1.1 your specifications are accurate;

2.1.2 any material or image forming part of your specifications is of good quality and adequate resolution;

2.1.3 goods produced in accordance with your specifications will be fit for the purpose for which you intend to use them;

2.1.4 your specifications will not result in the infringement of any rights of a third party or the commission of a criminal offence.

2.2 There may be variations in the shade of reproductions of colour-images for which we are not liable. If you wish to avoid variations you should request a proof (which may be chargeable) or supply us with material so we can attempt to match.

2.3 All the materials or tools used to produce the goods are our property. We may dispose of materials or tools when the goods have been paid for.

3 Delivery

3.1 All delivery items quoted are estimates only.

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

3.2.1 you may not cancel if we receive your notice after the goods have been dispatched;

3.2.2 if you cancel the contract you have no further claim against us under that contract.

3.3 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).

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

4 Delivery and Risk

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

4.2 Delivery takes place either:

4.2.1 at our premises (if you are collecting them or arranging carriage),

4.2.2 at your designated place of delivery.

4.3 You must inspect the goods on delivery. If any goods are damaged (or not delivered) you must write or tell us within 7 working days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.

5 Payment Terms

5.1 You are to pay us in cash or cleared funds when you order unless you have an approved credit account.

5.2 If you fail to pay us any sum when due:

5.3.1 we will suspend or cancel future deliveries;

5.3.2 we may cancel any discount offer to you.

6 Title

6.1 Until you pay all debts you owe us;

6.1.1 all goods supplied by us remain our property;

6.1.2 you must store delivered goods so that they are clearly identifiable as our property;

6.1.3 you must insure the delivered goods (against the risk for which a prudent owner would ensure them) and hold the policy on trust for us;

6.1.4 you may use those goods and sell them in the ordinary course of your business, not if, (a) we revoke the right (by informing you in writing) or (b) you become insolvent.

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

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

6.4 We have your permission to enter any premises where the goods may be stored:

6.4.1 at any time, to inspect them;

6.4.2 after your right to use and sell the goods has ended, to remove them, using reasonable force if necessary

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

6.6 You are not our agent (unless otherwise agreed). You have no authority to make any contact on our behalf or in our name.

6.7 We retain ownership of any intellectual property rights we may have in the goods.

7 Warranties

7.1 We warrant that the goods:

7.1.1 comply with their description on our acknowledgement to order form;

7.1.2 are free from material defect at the time of delivery.

7.2 We give no other warranty (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.

7.3 We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.

7.4 We also reserve the right to make without notice any minor modifications on our specifications designs or materials as we think necessary or desirable.

7.5 If you believe we have delivered goods which are defective in material or workmanship you must:

7.5.1 inform us (in writing), with full details, as soon as possible;

7.5.2 allow us to investigate (we may need access to your premises and product samples).

7.6 If the goods are found to be defective in material or workmanship (following our investigations) and you have complied with our conditions (in clause 8.5) in full, we will (at our option) replace the goods or refund the price.

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

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

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

8 Return of Goods

8.1 We will accept the return of goods from you only:

8.1.1 by prior arrangement (confirmed in writing);

8.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered);

8.1.3 where the goods are as fit for sale on their return as they were on delivery.

9 Cancellation

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

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

9.2.1 you fail to pay us any money where due (under the order or otherwise);

9.2.2 you become insolvent;

9.2.3 you fail to honour your obligations under these terms.

9.3 You may not cancel the order unless we agree in writing.

10 Waiver and Variations

10.1 Any waiver or variation of these terms is binding in honour only if:

10.1.1 made (or recorded) in writing;

10.1.2 signed on behalf of each party;

10.1.3 expressly states an intention to vary these terms.

10.2 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.

11 Force Majeure

11.1 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.

11.2 Examples of those circumstances include Act of God, accident, explosion, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

12 General

12.1 Scottish law is applicable to any contract made under these terms. The Scottish courts have non-exclusive jurisdiction.

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

12.3 If any of these terms are unenforceable as drafted:

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

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

12.4 We may treat you as insolvent if:

12.4.1 you are unable to pay your debts as they fall due;

12.4.2 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;

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

12.5 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.

12.6 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 first class post or by fax) the other registered office or principal place of business. All such notices must be signed.

12.7 The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative, and either:

12.7.1 contained in our estimate (or any covering letter) and not withdrawn before the contract made; or

12.7.2 which expressly state that you may rely on them when entering into the contract

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