



## TERMS AND CONDITIONS OF BUSINESS

### 1. These terms govern all contracts for the sale and supply of goods

1.1 These terms govern all contracts for the sale of goods between VIP Printing ("the Company") and any purchaser of the goods ("the Purchaser"). These terms can be varied only with the written consent of the Company.

1.2 In these terms, "Goods" means all, or any part of the items supplied by the Company to the Purchaser, and "Contract" means any contract between the Company and the Purchaser for the sale of goods.

### 2. Orders

2.1 All orders for the supply of Goods placed by the Purchaser with the Company are irrevocable but shall not bind the Company until accepted in writing, or until the Goods are delivered or invoiced to the Purchaser.

2.2 It is the Purchaser's responsibility to ensure that their orders are entered correctly. The Company reserves the right to refuse to take back Goods which are ordered in error or are no longer required. Bespoke Goods are non-returnable.

2.3 Payment is to be made in full at a time of placing the order.

2.4 Orders may not be cancelled without the prior agreement of the Company in writing. The Purchaser shall indemnify the company against all loss or expense, however indirect or remote, resulting from the cancellation of an order or any other breach of contract by the Purchaser.

2.5 The title of any Goods purchased shall not pass to the customer until full payment has been made to the Company.

### 3. Prices and payment

3.1 A charge of £30 will be made in respect of each instance of a returned or represented cheque.

3.2 The Company reserves the right to vary the price of Goods or carriage charges from time to time.

### 4. Delivery

4.1 It is the responsibility of the Purchaser to ensure the safety and security of Goods after delivery and the Company will accept no responsibility therefore.

4.2 Delivery will normally be made within fourteen days; however, The Company can accept no responsibility for delays beyond their control.

4.3 Delivery of the Goods will be deemed to have taken place:-

-immediately upon us delivering the Goods to any agreed or usual place for delivery (if we deliver the Goods) -immediately upon us posting them (if we are to deliver them by post).

4.4 The Purchaser must accept delivery of all Goods which are in good condition and which are as ordered. If the Purchaser fails to take delivery of the Goods or to give the Company sufficient instructions to enable delivery of them, then the Company may store the goods at the Purchaser's risk until actual delivery and charge the Purchaser for the additional costs which the Company may incur as a result of the Purchaser's failure.

4.5 All incorrect Goods, shortages, damages or non delivery of Goods must be notified to the Company by telephone within two working days and confirmed in writing, giving full details, within four working days of dispatch.

4.6 Claims for shortages, damages or non delivery must be supported by the carrier's consignment or proof of delivery note on which the Goods have been signed for and any shortages or damage reported duly noted. Claims for shortages or damages will not be considered unless Goods are checked at the time of delivery in the presence of the carrier's employee, should the delivery box of Goods have been found to be open or unsealed, damaged or interfered with in any way.

4.7 The Company will accept the return of such damaged or incorrect Goods notified to them in writing within the relevant time period and will give the purchaser the option of a refund or replacement Goods. Refunds or replacements claimed outside the relevant time period will be at the Company's discretion.

4.8 While every effort will be made to dispatch Goods on time, no responsibility will be accepted for late or non delivery, or for any consequential loss whatsoever.

### 5. Returned goods

5.1 The Company does not trade on a "sale or return" basis.

5.2 Bespoke Goods are non-returnable.

5.3 Perfect Goods, with the exception of samples and bespoke goods, may be returned only when the Company has consented in writing and has issued a returns authorisation document. All goods returned must be packaged in the original packaging, as garments soiled whilst in return transportation cannot be accepted.

5.4 Any such Goods returned by agreement must be returned to the Company within ten working days of delivery, undamaged, unmarked and unused, the Purchaser will be required to pay the Company a minimum restocking charge of £25 or 20% of the invoice value of the returned Goods (whichever is the greater) plus VAT.

5.5 It is the responsibility of the Purchaser to check in every respect that the Goods are perfect, correct and suitable. Goods which have been damaged or worn cannot be returned.

5.6 The Company will not be liable for any carriage costs in respect of Goods returned to the Company without written authorisation.

### 6. Specification of goods

6.1 The Company is not the manufacturer of the Goods and gives no guarantees as to the washing stability, colour fastness, durability or making up quality of Goods.

6.2 Absolute consistency of sizes, materials, proportions, colours and shades is not guaranteed by the Company.

6.3 All Goods are subject to availability, the Company will always endeavour to supply any particular garments specified by the customer. Where these are unavailable, however, the Company reserves the right to substitute with garments of a similar quality, material, style or size.

6.4 We may cancel an order or offer suitable alternative items, if the Goods are out of stock or no longer available.

6.5 All textile Goods should always be washed or cleaned strictly in accordance with the washing label instructions attached to the Goods.

6.6 The Company undertakes that the Goods will, in all material respects, comply with any general description which we have supplied to you, will be of satisfactory quality and reasonably fit for the purpose for which they were manufactured subject to normal usage. Unless specifically stated otherwise, all garments are for leisure, and not sports use.

### 7. Artwork

7.1 A sketch or description of the lay-out and position of the 'Artwork' to be created, must be supplied by the Purchaser.

7.1.1 The Company can accept no responsibility for any accidental loss or damage to any material; photographs, sketches etc., supplied by the Purchaser.

7.1.2 The Company reserves the right to decline to undertake any order or create any artwork if it contradicts or offends the ethics of the Company.

7.2 In the absence of a sketched lay-out with the order, it will be understood that the Purchaser entrusts the Company to create the Artwork according to the Company's experience and artistic creativity.

7.3 The Company will require the approval of the Artwork from the Purchaser before proceeding with the processing of the ordered garments.

7.3.1 Any further alterations to Artwork, already completed as per the instructions of the Purchaser, may incur a surcharge which will have to be paid before the work may be finalised.

7.3.2 The visual sent to the Purchaser by the Company, prior to approval, will as closely as possible represent the final product; however the finished printed garment may vary in relation to the colours seen on the visual.

7.4 The Company will not accept any liability towards the cost of the processed Goods if a mistake is made due to deficient descriptions and erroneous sketches of the lay-out and position for the Artwork or details and wordings have been omitted on the sketched lay-out or description supplied by the Purchaser of the Artwork to be undertaken.

7.5 All Artwork, positives and images created by our studio will belong to and will remain the property of the Company and may be used without restrictions for the Company's promotional purposes.

7.6 The Purchaser must ensure that any material supplied to the Company, in order to create the Artwork, is copyright free.

7.7 The Company will not accept liability for any infringement of copyright attached to the Purchaser's material.

### 8. Claims against the Company

8.1 Claims for defective Goods can not be accepted after 2 days of the date of delivery.

8.2 Any loss or damage to Goods after delivery, including loss or damage to goods in transit, is the responsibility of the Purchaser alone and the Company will accept no liability therefore.

8.3 Goods are supplied on the understanding their value does not exceed the net invoice price of such Goods. Under no circumstances shall the liability of the Company to the Purchaser or any third party in respect of Goods supplied exceed the net invoice price of such Goods.

8.4 The Company does not accept responsibility or liability for minor manufacturer's variations in the quality, consistency, size or colour of the Goods supplied.

8.5 The conditions and warranties relating to the Contract are limited to those stated in writing by the Company. The Purchaser agrees that an order for goods by reference to a product name, number or description shall be to the basic standard version of those goods and that supply of them will fulfil the Company's obligations.

### 9. Exclusion / limitation of our liability to the purchaser

9.1 The Company's liability to the Purchaser is limited to the invoice value (excluding VAT) of the Goods which fail to comply with the express undertaking given in condition 5.7 All warranties, representations, guarantees, conditions and other terms which would be implied into a supply agreement by law are excluded.

9.2 The Company will not be deemed to be in breach of this supply agreement if they are unable to comply with any of their contractual obligations because of any event or circumstance which is in any way wholly or partly beyond their control or not due to their act or default and in any event or circumstance the Company will be entitled to extend the time for complying with their obligations under a supply agreement by a reasonable time and (if they are still not able to comply with their obligations after such reasonable extension) either the Company or the Purchaser may thereafter terminate the supply agreement in question by written notice to the other.

9.3 The Company will not be liable to the Purchaser for loss of profits or of a market or for any type of special indirect or consequential loss.

9.4 In any event, the Company's liability is restricted to the price quoted at the time of the order.

### 10. Risk and Property Insurance

10. All risk in the goods (including their loss or destruction) will pass to the purchaser:-

-immediately upon the date the delivery takes place (or would have taken place but for the purchaser's act or default).

### 11. Indemnity and insurance by the purchaser

The Purchaser shall insure fully, and promptly and efficiently indemnify the Company against all expenses and liabilities whatsoever directly or indirectly relating to:

11.1 Any defect in the Goods or the supply of which Goods are or have been used, or incorporated by the Purchaser or by any third party-purchaser deriving title in the goods directly or indirectly from the Purchaser (including but without limitation any liability arising under pursuant to the Consumer Protection Act 1987, EEC Council Directive 85/374/EEC concerning liability for defective products, any other national legislation implementing such Directive or any other equivalent foreign legislation) unless such liability is caused by the Company's negligent act or omission in the manufacture or delivery of the goods; or

11.2 Any use by the Company, the Purchaser or any third party of a trademark in connection with the Goods including but without limitation any liability arising under or pursuant to the Consumer Protection Act 1987, the directive referred to in clause 11.1, any other national legislation implementing such Directive or any other equivalent foreign legislation; or

11.3 Any infringement of any intellectual property rights of any third party caused by the production, supply, use or sale of the goods or any Product or by the use of any trademark; or

11.4 Any negligent or wilful act or omission of the purchaser in connection with or in relation to the use or supply of the goods or any product.

### 12. General matters

12.1 A working day is any day from Monday to Friday except for Good Friday, Easter Monday Christmas Day and any statutory bank or public holiday

12.2 Both the Company and the Purchaser agree that these terms and conditions strike a reasonable balance between our respective interests. If any of these terms, or any part of any of these terms is unenforceable or void law, it shall not affect the remainder of such term; or otherwise affect the contract and shall be replaced by such term as is near as may be in effect to the original term.

### 13. Jurisdiction

13.1 All contracts between the Company and the Purchaser shall be governed by the Laws of England and any disputes arising therefrom shall be subject to the jurisdiction of English courts.

13.2 Any failure by the Company to enforce the terms contained herein or any indulgence granted to the Purchaser shall not amount to and not be deemed to be a waiver of such term or terms.