

## TERMS AND CONDITIONS

These terms and conditions of business shall apply to all contracts and orders made with clients by 442 Graphics Ltd.

### PRICES:

All prices quoted are strictly net, exclusive of Value Added Tax, VAT will be charged at the current rate. Quotations do not include graphic design, artwork preparation to print, scans, prints, delivery or installation unless specifically stated. All quotations are valid for 30 days from issue and are subject to view of customer's originals, disks, artwork, and detailed instructions. 442 Graphics Ltd. reserves the right to alter the price and terms of the quotation if, upon inspection of the clients order, they differ significantly from the specification or timescales understood by 442 Graphics Ltd. when the quotation was given. Prints are quoted for direct output only from client's print ready file. Any design/art working/proofing time required is charged at £65.00 per hour + VAT.

### PURCHASE ORDER AND LEAD TIME:

442 Graphics Ltd. require from all account holders an official hard copy purchase order on company letter headed paper or official company purchase order form to commence production. For all non-account holders production lead times commence from receipt of purchase order, cleared payment and any other relevant information confirmed in writing. If applicable, production will also only commence upon receipt of print ready digital artwork and completed installation report forms. Lead times could extend if any additional work or special requirements are ordered not included in the original quotation or if there is a delay in client's approval of any required proofs or job specifications. Cancellation fees would apply if a purchase order was withdrawn for any reason. 442 Graphics Ltd. will use its best endeavours to ensure that orders are completed within the times quoted but will not accept any liability for damages in the event of failure to comply. 442 Graphics Ltd. cannot accept any claim for consequential loss no matter how caused. Production lead times are subject to confirmation at time of placing the purchase order.

### TERMS OF PAYMENT:

442 Graphics Ltd. requires full payment with purchase order from all non-account customers to commence production and/or dispatch of goods. Unless stated, there is a minimum order charge of £100 on standard items and £200 on bespoke items.

Cheque: For non-account customers the cheque must be cleared (normally 3-5 working days) before production commences and/or dispatch of goods.

Bankers draft / Bank Transfer: Please note: client's bank may charge a fee for this service (this can take up to 3 working days to complete). Payment must be cleared in 442 Graphics Ltd.'s' account to commence production and/or before dispatch of goods.

Opening an account: New customer credit account for strictly 30 days credit can be opened after completion of three jobs and when the client's cumulative spending with us has surpassed £1000 + VAT.

When all of these conditions have been met application forms are available upon request.

The strictly 30 day credit account can only be opened once the application form has been completed and the following conditions have been met in full as follows:

1. Full name of the business, and whether the business trades under a different name.
2. Registration number, if it is a limited company.
3. How much credit is required?
4. Who is the contact for payment queries, address, telephone, fax and e-mail address.
5. Where to send invoices.
6. Bank address sort code and account number.
7. Details of at least 2 trade references, which must be regular suppliers.

8. Request for consent to obtain a bank reference and request to obtain credit references, if a fee is charged for this facility it will be charged to the client.
9. Full payment must be received within 30 days of date of invoice for account holders.
10. 442 Graphics Ltd. reserves the right to charge an additional percentage per month on overdue accounts in line with commercial debt regulations for small businesses. This charge is calculated at the current Bank of England base rate plus 8%.
11. All invoice queries must be notified to 442 Graphics Ltd. in writing within seven days of the invoice date.
12. 442 Graphics Ltd. retains title to the goods until all amounts due from the Client are paid in full. In the event of the client being unable to pay his debts, 442 Graphics Ltd. may enter the Client's premises and recover the goods, which are its property by virtue of this clause.
13. 442 Graphics Ltd in line with other organisations incorporate creditworthiness through a professional credit company to establish credit ratings and we are obliged/committed to act upon their information to ensure "Good and Fair Credit Management".

#### **COPYRIGHT:**

It is understood that the placing of an order constitutes a warranty by the Client that he/she is fully entitled to the copyright in any material made available to 442 Graphics Ltd. and that he/she has secured all necessary authority and permission in respect of the use thereof, and the Client assumes absolute liability for any resulting action brought by a third party.

#### **DESIGNS:**

Designs, drawings and artwork produced by 442 Graphics Ltd. remain their property and cannot be traced, copied or exhibited to any third party without written consent or until specifically paid for in full. 442 Graphics Ltd will send a proof of digital artwork designed as a PDF or in an alternative specified digital format if requested. Hard copy proofs are available at an additional cost. Once a proof is approved by the client 442 Graphics Ltd. are no longer liable for any errors in the artwork once printed.

#### **COLOUR MATCHING:**

All orders are accepted on the understanding that it is not always possible to guarantee an accurate colour balance and 442 Graphics Ltd. will not be liable for failure to do so. Without special instructions or colour guide colour reproduction will be at the discretion of our experienced technicians. Colour matching cannot be guaranteed between prints from the same origination printed at different times.

#### **SERVICE AND DELIVERY:**

All service times and delivery dates quoted are from the receipt of the Client's orders and origination in our studio (and full payment in the case non-account holders). 442 Graphics Ltd. reserves the right to alter service times and delivery dates, if on inspection of the Client's order they differ significantly from the specification understood by us when the quotation was issued. 442 Graphics Ltd. will use its best endeavours to ensure that orders are completed within the times quoted but will not accept any liability for damages in the event of failure to comply. Delivery instructions will be adhered to closely but no responsibility can be accepted for delays. 442 Graphics Ltd. cannot accept any claim for consequential loss no matter how caused.

Upon receipt of your order you will be asked to sign for the goods received in good condition. Please check your delivery thoroughly as damages cannot be accepted once the goods have been signed for. Any damage incurred to goods in transit should be rejected at point of delivery or signed for as "DAMAGED" and reported to 442 Graphics Ltd. within 5 working days. Failure to do so will affect any claims that you make thereafter. 442 Graphics Ltd. cannot accept any claim for consequential loss no matter how caused.

**RETURNS:**

The easiest way of letting us know about a problem is to telephone us immediately upon receipt of goods on our tel. number 0118 989 2699 and our helpful staff will be happy to assist you with any query you may have. Confirmation of the "reason for return" should be sent in writing to 442 Graphics Ltd, Rushtons Farmhouse, Warren House Road, Wokingham. Berkshire RG40 5RE or via fax on 0118 989 2699 within 5 working days of the receipt goods by client or his agent.

If the goods were refused due to damage in transit or signed for as "DAMAGED", the cost of return should be borne by the courier company. Otherwise, the cost of the return will be borne by the client and the goods will be repaired or replaced (in extreme circumstances) should the "reason for return" be found valid. 442 Graphics Ltd. will not refund goods (for business to business transactions) that are: a) in good working order b) repairable c) custom made, i.e. produced to the customer's specifications d) in the possession of the client or their agent for more than 5 working days without informing 442 Graphics Ltd in writing. In all cases 442 Graphics Ltd. reserve the right to repair or replace goods over refunding monies.

Should the goods be rejected purely under the distance selling regulations (applies to consumer purchases only) then delivery costs and financial costs (e.g. credit card charges) incurred by 442 Graphics Ltd. will be borne by the consumer. Refunds in these cases will be refunded upon the receipt of written confirmation of cancellation from the consumer.

**INSTALLATIONS:**

442 Graphics Ltd. must be notified via written order of any Installations ten working days prior to the event to guarantee works. This is also subject to the completion of an installation report sheet for special venues if needed, which will enable us to prepare appropriately. Installation report sheets must be completed five or more working days prior to the event. Installations are also subject to additional charges such as congestion charge, toll fees and parking. Any cancellations must be reported to 442 Graphics Ltd. at least 48 hours prior to the event; else a cancellation fee of 50% will be incurred.

442 Graphics Ltd. working hours are 9.00am - 5.30pm Monday to Friday. Any work outside these hours will be charged at time and a half or double time, please see your quotation for confirmation. A standard day's installation is up to a maximum of 8 hours, after which additional charges will be incurred at the same rates pro rata to additional hours worked. After each installation, an invoice will be sent to your offices. If you have pre-paid for installations, invoices are for your reference and will indicate that payment has already been received.

442 Graphics Ltd. do not advise the usage of supplied products for external events unless specified and will hold no responsibility for damage or injury involving these products during any event whether it be internal or external.

**CLAIMS:**

Any other issue with goods received from 442 Graphics Ltd. must be reported to 442 Graphics Ltd. in writing within 5 working days from receipt of goods by client or his agent. It is necessary that all relevant work and original material be returned to 442 Graphics Ltd.

**LIABILITY:**

442 Graphics Ltd. will take all reasonable care in handling Client's materials. JBDJ Ltd. advises all Clients to insure their materials for their full value against all risks, loss or damage at all times, including transit to and from 442 Graphics Ltd. s premises. Where original materials are submitted to 442 Graphics Ltd. on computer disk or other electronic or digital erasable media, the Client is advised to retain a copy for safe keeping. The Client shall inform 442 Graphics Ltd. in writing, if they do not have additional copies. 442 Graphics Ltd.'s liability for loss or damage to Client's materials, however caused, shall be limited to £50 per order. 442 Graphics Ltd. shall not be liable for any consequential losses, special damages or other indirect losses.

**LIEN AND RESERVATION OF TITLE:**

442 Graphics Ltd. retains title to the goods until all amounts due from the Client are paid in full. In the event of the client being unable to pay his debts, 442 Graphics Ltd. may enter the Client's premises and recover the goods, which are its property by virtue of this clause.

**FORCE MAJEURE:**

442 Graphics Ltd. shall not be liable for failure to carry out any contract owing to an act of God, war strikes, lock-outs, fire, storm, breakdown of machinery or any other cause above and beyond our control or owing to inability to procure materials or services except at increased prices.