

TERMS & CONDITIONS OF SALE JANUARY 2020

DEFINITIONS

In these conditions the following terms shall have the following meanings:

'Company' means LS Branding Limited.

'Customer' means the customer of the Company.

'Contract' means any contract for the sale of Goods by the Company to the Customer.

'Goods' means any Goods forming the subject of this contract

'Price' means the price as detailed on the Order Acknowledgement form.

'Order' means any verbal orders which are confirmed in writing by the Company by means of a verbal order interpretations form, signed purchase orders and letters whether sent by fax, post or email confirmed in writing by the Company by means of an Order Acknowledgement.

1. BASIS OF CONTRACT

The placing and acceptance of any order must be on the understanding that the customer agrees that the following terms and conditions take complete precedence and cover the complete understanding of the parties concerned and there are no further conditions or obligations, oral or written, other than those stated except where special terms and conditions have been specifically agreed in writing by the Company. Acceptance of delivery of the Goods shall be conclusive evidence of the Buyers acceptance of these conditions.

2. QUOTATIONS AND ACKNOWLEDGMENTS

Quotations are valid for 30 days unless stipulated on the quotation and are not binding until confirmed following receipt of order. The Company may vary the price quoted following sight of copy, or any amendments and variations made at the customer's request. All orders will be confirmed in writing by the Company on its official acknowledgement form and in absence of notification by the customer within 24 hours of the order being placed, it will be deemed that the confirmation has been duly received and accepted as correct. Any amendments whether written or verbal made by the customer will be acknowledged in writing by the Company and it will be the customer's responsibility to notify the Company immediately if such acknowledgement is incorrect. The Company reserves the right at any time without limit to rectify any accidental errors and omissions on quotations and/or acknowledgments.

3. PRICES

The Price for the good excludes packing, insurance and carriage, VAT, and other taxes or duties. The Price invoiced is calculated in respect of the quantity of Goods actually delivered irrespective of the quantity in respect of which any quotation or Order Acknowledgement was issued. Prices are based on current labour and material costs. The Company reserves the right to adjust the price of goods at the date of despatch. Any increase will be substantiated by evidence of increased costs on request.

4. AMENDMENTS OR CANCELLATIONS

Any order accepted by the Company may be amended or cancelled only with the Company's written consent. Any costs incurred by the Company in connection with the order may be charged.

5. END USAGE

If requested the Company will make product recommendations for particular usage but no guarantee is given, either express or implied, and it is for the customer to satisfy himself as to the fitness of the Company of any specific technical or safety requirements at the time of enquiry and order. The Company will use its discretion as to the product material used unless specifically instructed by the customer at the time of ordering.

6. CLARITY OF COPY

A charge may be made to cover any extra work that may arise from copy that is supplied which is not clear and legible or where artwork supplied does not comply with the requirements stated by the Company.

7. COLOUR MATCHING

Whilst every effort will be made to achieve a commercially acceptable match, due to the technical problems involved in ink manufacture and the effect of different bases on the apparent colour, the Company cannot guarantee a perfect result.

8. ORINATION, DESIGN AND EXPERIMENTAL WORK

Any origination, design, and experimental work carried out at the customer's request may be charged.

9. PROOFS

Design layout proofs will be supplied on request or where deemed necessary by the Company. No responsibility can be accepted where proofs are supplied and any errors, whether by the Company or the customer are not corrected at the time. Any design changes or alterations to typefaces, layout, or dimensions due to absence of explicit instructions may be charged extra unless due to an error on the Company's part. Production will not commence without design approval and if this is not received within two days of submission, despatch of the order may be affected.

10.VARIATION IN QUANTITY

Due to the difficulty of manufacturing an exact quantity all orders are accepted conditional upon the Company's right to deliver 10% above or below the quantity ordered. The invoiced amount will be calculated using the confirmed price on the actual quantity delivered.

11.STANDING MATERIALS

Any materials, cutting tools, and origination used by the Company in connection with the production of the customer's order shall remain the Company's property.

12. PACKING, DESPATCH AND DELIVERY

Packing and despatch costs are excluded from the quotation and will be charged extra at cost. Delivery times are approximate and the Company cannot be held responsible for the consequences of late deliveries. Where a specific delivery date is negotiated every effort will be made to meet the customer's requirements. Despatch will be made to one specific address except where expressly agreed between the customer and the Company at the time of ordering. Split or deferred deliveries will only be undertaken following express agreement with the Company.

13. ERRORS ON DELIVERY

Complaints and claims cannot be entertained unless the Company is notified in writing within 5 working days of receipt of consignment of any shortage in the stated quantity, errors in copy, colours, size or clarity of goods supplied.

14. DAMAGE OR LOSS IN TRANSIT

In the event of damage in transit the Company must be advised in writing within 3 working days of receipt of the consignment. The customer must also advise the carrier concerned of any such damage at the same time as notifying the Company, retaining such evidence of damage as may be necessary. Non-deliveries must be notified to the Company in writing within 14 days of the date of the invoices.

15. CUSTOMER'S PROPERTY

Property supplied by or on behalf of the customer whilst in the Company's possession or in transit shall be entirely at the customer's risk unless otherwise agreed in writing between the parties.

16. COPYRIGHT AND ILLEGAL MATTER

The Company shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent design, or any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim. The Company shall not be required to print any matter which in its opinion is or may be of illegal or libellous nature or an infringement of the proprietary or any other rights of any third party.

17. LIABILITY

The Company shall not be liable for any loss to the customer arising from the consequences of any delay or loss during transit. Where negligence or error on the part of the Company can be conclusively proved then the Company's liability shall be limited to the replacement of the goods. The Company accepts no liability for consequential loss of any kind howsoever caused. In any dispute as to the quality or fitness of the goods delivered by the Company, if agreement cannot be reached, then the matter shall be referred to an independent arbitrator and any costs incurred shall be shared equally between the parties.

18. FORCE MAJEURE

The Company shall not be liable for any failure in the performance of any of its obligations under this Contract caused by factors outside its control. During the continuance of such a contingency the customer may give written notice to the Company to elect to terminate the order and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

19. TERMS OF PAYMENT

Delivery of work shall be accepted when tendered and title to the goods shall pass on despatch and payment shall become due as per terms agreed with the Company. Should work be suspended at the request of or delayed through any fault of the customer for, a period exceeding thirty days the Company shall be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage. Payment is due strictly net on receipt of invoice. The Company reserves the right to charge interest on overdue accounts at the rate of 4% per annum over the Bank of England base rate as quoted on the Bank of England website from the date of payment until receipt of the full amount by the Company whether or not judgement has been granted in respect of the debt. The Company reserves the right to withhold further goods where the account is in arrears. Any part of an order in course of manufacture may be completed and sent to and invoiced to the customer. New customers may be requested to furnish business references, which may include one from their bank, if requested to do so by the Company and also to pay in advance for any orders placed before their credit forms are received and references checked. The Company reserves the right at any time without limit to rectify any accidental errors and omissions on invoices. The Company reserves the right to set off any monies due from the Company to the customer (or holding, subsidiary or associated Company of the customer) against monies due to the Company.

20. GENERAL LIEN

If the customer cannot pay his debts as they become due the Company shall have the right not to proceed further with any order or other work for the customer and be entitled to charge for work already carried out whether completed or not, such a charge to be an immediate debt to the Company. In respect of all unpaid debts due from the customer, the Company shall have a general lien on all goods and property in his possession whether worked on or not and shall be entitled on the expiration of fourteen days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

21. LAW

These conditions and all other express terms of the Contract shall be governed and construed in accordance with the Laws of England.