

# TERMS AND CONDITIONS

## 1. Definitions

Buyer	the person who buys or agrees to buy the goods from the Seller.
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	the articles which the Buyer agrees to buy from the Seller.
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Seller	Total Displays Ltd (Popup-Direct.co.uk) Unit 1 Prospect Place Fengate Peterborough PE1 5XB

## 2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of Layth Karagholi (MD), the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

## 3. Price

The Price shall be the price quoted on the Seller's confirmation of order. Where no price has been confirmed then the price shall be the published price list at the time of the confirmation of order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

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## 4. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due prior to the delivery date unless agreed prior. For orders of total value ex vat over £4,000 then 50% is payable upon order, and the remaining 50% payable prior to delivery. The Seller reserves the right to withhold delivery until payment terms have been met.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 6% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter claim against invoices submitted by the Seller.

## 5. Goods

- 5.1 The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.
- 5.2 The seller may make changes in the specification of the goods which are required to comply with any applicable safety or statutory requirements or which do not naturally affect the quality or fitness for purpose of the goods.

## 6. Cancellation Policy

Due to the nature of the type of products produced and sold, cancellation or refunds for products already entered into the printing stage are not possible.

The submission of the order form or any other written confirmation of order constitutes a written and binding agreement. Cancellation of this agreement by the buyer at any stage prior to the printing stage will incur a cancellation fee of 50% of the total order value.

Cancellation of this agreement by the buyer once products have entered the print stage will be required to pay the order value in full.

## 7. Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. Except where the Buyer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded.

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## 8. Proofs

Proofs of all work may be submitted for buyers approval and the seller shall incur no liability for any errors not corrected by the buyer in proofs submitted. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to the seller's discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.

## 9. Artwork

It is the sole responsibility of the buyer to check any artwork or content for any order. The seller does not accept any liability for errors within the artwork as it is on the buyers authority and approval that orders are sent to print.

It is the sole responsibility of the buyer to ensure that any artwork created meets with the seller's specifications detailed in artwork specifications sheets supplied by the seller.

## 10. Liability

The seller gives no warranties or guarantees or makes any representations as to the merchantability or fitness for a particular purpose of any completed work the subject of a buyer's order and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions are hereby excluded.

## 11. Full Colour Printing

All reasonable efforts shall be made to obtain the best possible colour reproduction on buyer's work but variation is inherent in the print process and it is understood and accepted as reasonable that, the seller shall not be required to guarantee an exact match in colour or texture between the buyer's photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by the seller or other party) or any other materials supplied by the customer and the printed article the subject of the customer's order.

## 12. Delivery of the Goods

12.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

12.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

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- 12.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 12.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

## 13. Acceptance of the Goods

- 13.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.
- 13.2 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 13.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## 14. Title and risk

- 14.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 14.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 14.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 14.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 14.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 14.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 14.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.