

1. These Terms and Conditions apply to all orders and supersede all others. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

## 2. PAYMENT TERMS

#### 2.1 ACCOUNT

Payment shall be made in full within 30 days following the date at which the invoice is raised, unless special settlement terms have been agreed by us in writing.

#### 2.2 NON-ACCOUNT

Payment is required before 5:30pm on the day your delivery is due to be dispatched.

### 2.3 DISCOUNT

Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

#### 3. OVERDUE ACCOUNTS

- **3.1** No goods will be delivered on accounts which remain unpaid 14 days after payment is due. We reserve the right to charge interest on overdue accounts, at the rate of 5% above the HSBC Bank Plc base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.
- **3.2** We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

### 4. PASSING OF TITLE AND RISK

- 4.1 The risk in the goods shall pass to you on delivery.
- 4.2 All goods, delivered or not, remain our property until payment is received in full.
- **4.3** Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored to repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for the said purposes.

# 5. PRODUCTS

We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in the advertisement, no warranty is given as to accuracy and no responsibility will be accepted for error and any resulting loss\*

\*Roller Banners come with a 30-day warranty on the mechanism.

#### **6. QUOTATIONS AND CONTRACTS**

- **6.1** Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today¹s current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to you.
- **6.2 -** Quotations are only valid for 14 days after the initial quote date.
- **6.3** Any price or quotations is subject to change at any point without notice, including advertised offers.

#### 7. PRICES

Where applicable all prices quoted maybe subject to VAT at the current rate.

#### 8. DELIVERY

- **8.1** Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.
- **8.2** Mediprinting UK accepts no responsibility for deliveries being missed due to non-payment. It is the customers responsibility to ensure that full payment is made before delivery can take place.
- **8.3 -** International transit times are approximate and may be subject to customs clearance. Local country restrictions apply. Mediprinting UK will not be held responsible for any delay of delivery of the goods with international deliveries.
- **8.4** Mediprinting UK cannot be held responsible for any customs and excise charges that may occur from the import or export of your goods.

### 9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

# 10. CLAIMS

- **10.1 -** Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days of delivery.
- **10.2** All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 working days of receipt of goods or such goods shall be deemed to comply as to quality and quantity within the terms of the contract.
- **10.3** You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

- **10.4 -** Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice.
- **10.5**. Mediprinting UK requires any printing to be returned in full before agreeing to reprint. If Mediprinting UK deem the printing to be of sufficient quality, and within tolerance we reserve the right to return the goods and refuse a reprint or refund.

#### 11. LIABILITY

- 11.1 Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.
- **11.2** We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10.
- **11.3** We are not liable for any financial loss incurred by you, including but not limited to expenses incurred by you, interest payments & loss of earnings or similar gains you would have received on monies paid to us in lieu of any unfulfilled order.
- **11.4** Nothing in these terms and conditions shall affect the rights of a consumer.

#### 12. REFUNDS

- **12.1** We Reserve the right to rectify defective work by reprinting and shall not be liable to refund.
- 12.2 Mediprinting UK s will credit your account if we deem a refund should be made
- **12.3** If we offer to replace you must accept such an offer unless you can show clear cause for refusing to do so.
- **12.4** If you do opt to have work re-done by a third party without reference to us you automatically revoke your right to any remedy from us.
- **12.5** All defective work must be returned to us before replacement, if the subject work is not available we will assume that it has been accepted and no replacement will be provided.
- **12.6** Refunds will take 5 to 7 working days to complete once Mediprinting UK has agreed to refund. This cannot be completed any faster.
- 12.7 CANCELLATION CHARGES Any costs incurred for work already carried out up to the date of written cancellation will also be charged for and deducted before any refunds are made. If the order has not yet been paid for then an invoice will be raised for the amount concerned and sent to the responsible party.

# 13. SAMPLES

These will be submitted on approval and will be charged if not returned in good condition within 14 days. Accounts at any time after payment becomes due and shall be in addition

#### 14. QUANTITY CHANGES TO ORDERS

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increases in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

#### 15. ARTWORK AND PRINTING

- **15.2 -** All artwork is printed using CMYK unless otherwise requested by the customer. Such a request will incur an additional fee.
- **15.3** All order is completed solely on the basis of the Artwork and information provided to Mediprinting UK by the customer. Any additional costs that arise due to the inaccuracy of the artwork supplied will be the sole responsibility of the customer.
- **15.4** We charge £180.00 for our logo design service for the first 4 proofs. We then charge £75.00 an hour for any change thereafter.
- **15.5** Once your design project is initiated and any preliminary artwork has been created by Mediprinting UK, all retainer payments made by you become non-refundable.
- **15.6** Once you have placed your order, you will not be able to make changes to the artwork you have supplied, you will become liable to charges if you need to amend or supply new artwork.
- **15.7 -** For all orders (including online), we only quote for one design per kind, any additional are chargeable.
- **15.8** We will print the order before payment has been made, unless otherwise specified by Mediprinting UK.
- **15.9 -** Please note that all images, text and logos are the intellectual property of Mediprinting UK and are not to be used without our written permission.

## 16. PROOFS

- 16.1 Please note that the colour of the printed item will be affected by the type of material chosen for the artwork to be printed on, as well as any applied Lamination or Varnish.Mediprinting UK will not accept liability or responsibility for any variations in colour or any other defects or irregularities as a result of this.
- **16.2** Proofs are NOT supplied as standard. Proofs must be requested by the person ordering at the time of ordering in writing, verbal confirmation will not be accepted. All proofs are subject to an additional charge unless otherwise agreed.
- 16.3 If whilst performing a standard or advanced (proofing) check, Mediprinting UK discovers that the Artwork provided by the customer is defective or incorrect, Mediprinting UK will notify the customer. It is the customers responsibility to either provide the corrected artwork, or give permission for Mediprinting UK to the make the necessary changes (charges will be applicable). If the customer chooses to proceed without making the advised corrections, then they do so at their own risk. We will not be help responsible for any mistakes, viewing, spelling, punctuation, contact details or layout.
- **16.4** Please check proofs thoroughly as once passed, all proofs are deemed correct and ready to go print and the responsibility passes to the customer. You will need to view all proofs at 100%

to see the exact size of your product when printed. We will not commence print until we have received a copy of the final proof with a written confirmation to go to print, via email, fax or post.

**16.5** - Final proofs must be signed off by the customer in writing, and the sign off email received by Mediprinting UK before 6pm, on the day that the proof was sent, in order to receive the prints for the agreed deadline.

#### **17. ON HOLD**

- **17.1** If we have not been notified after 14 days a 5% charge of the total value of the original order will be made plus a £10.00 administration fee.
- 17.2 We reserve the right to throw away your job after 28 days of ordering. Please note you will still be liable to pay the full charge of the total value unless the job is cancelled within the 28 days to which the cancellation charges will apply.

#### 18. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

#### 19. MISCELLANEOUS

The contract between ourselves the Company and the Customer shall be governed by and construed in accordance with English Law.

Reviews placed through our Social Media channels and TrustPilot account may be used across the Mediprinting UK website.

#### 20. COMPLAINTS

Complaints must be made within 48hours of receiving your goods. The complaint will be assessed and if Mediprinting UK deems it necessary, a reprint may be offered. Any complaints made after 48 hours are automatically void of any offer to reprint and will not be assessed.

#### 21. RESELLER

- **21.1** Reseller acknowledges and agrees that Mediprinting UK own the copyright in such materials and reserves all copyright therein.
- **21.2** Mediprinting UK reserves the right, in its sole discretion and without incurring any liability to Reseller, to update, improve, replace, discontinue, modify or alter the specifications for and functionality of the products or the online service from time to time.
- **21.3** Reseller may use these materials to market and promote the products under the terms and conditions of this agreement. These materials shall not be reproduced, modified, distributed or otherwise used in whole or in part in any manner without the prior written consent of Mediprinting UK. Reseller must be able to evidence, if requested the use of Mediprinting UK services within no more than four months either side of date of download.
- **21.4** Reseller may not use these materials to market and promote services that differ from those provided by Mediprinting UK.

- **21.5** Subject to the terms and conditions of this agreement, Mediprinting UK hereby grants Reseller and its authorised users a license to the products as set forth in the T&C's; provided that Reseller's license shall apply only to its internal use in production in Reseller's support centre and for demonstration of the product's to prospective users and not for any other purpose, including providing managed services.
- **21.6** Product images may not be linked to or appear on web pages or other media containing inappropriate material such as but not limited to, material that is obscene including (child pornography), sexually explicit, defamatory, libellous, threatening, abusive, hateful, excessively violent, racially offensive or that Mediprinting UK otherwise deems harmful or offensive.
- **21.7** By using these images, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorised to download and use these images.
- **21.8** Upon termination of this agreement and as directed by Mediprinting UK, Reseller shall: remove all copies of the above materials provided by Mediprinting UK and provide evidence to confirm.