

Terms and Conditions of Supply

Please read these Terms carefully, as they set out our and your legal rights and obligations in relation to the Products that we sell. By purchasing something from our ecommerce store, you agree to be bound by the terms and conditions contained in this document.

1. Definitions and interpretation

"Contract" means a contract between the parties for the sale and supply of Products entered into in accordance with Clause 3

"Customer" means the customer for the Products as specified on the invoice issued;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Prices" means the Supplier's prices for the Products as sent by the Supplier to the Customer;

"Products" means the products, which may be or are purchased by the Customer from the Supplier under these Terms (details of which are set out on the invoice against which a deposit is paid);

"Supplier" means Dalesway Print Technology a partnership established under English law having its principal place of business at Eden House, Calf Hall Road, Barnoldswick, BB18 5PX;"

"Terms" means these terms and conditions of supply.

2. These Terms

2.1 These Terms and the invoice issued to the customer contain the only conditions upon which the Supplier will deal with the Customer, and they govern all Contracts to the exclusion of all other terms and conditions, including those set by payment providers such as, but not limited to Worldpay or PayPal.

2.2 Without prejudice to the generality of Clause 2.1, any reference to any of the Customer's terms and conditions in any document forming part of or evidencing a Contract will not have the effect of incorporating any such terms and conditions into the Contract, nor of forming any other contract between the parties for the purchase of the Products.

2.3 The Customer hereby waives any right it might otherwise have to rely upon the Customer's terms and conditions referred to in Clause 2.2 and the other terms and conditions referred to in Clause 2.1.

3. Contracts - Supply Of Machinery & Goods Not Purchased Online

3.1 Each written quotation for the supply of Products given by the Supplier to the Customer will be deemed to be an offer by the Supplier to supply Products to the Customer subject to these Terms.

3.2 In order for a Contract to come into force:
(a) the Supplier must submit a quotation to the Customer; and
(b) the Customer must send to the Supplier its acceptance of that quotation either by way of a written purchase order or a deposit for the goods upon receipt of an invoice issued by the Supplier.

and upon the receipt by the Supplier of the acceptance of the quotation in accordance with this Clause 3.2 a Contract will come into force between the parties. Please also refer to Clause 4 regarding online shopping.

3.3 The Supplier may cancel a Contract insofar as it relates to particular Products, by giving to the Customer written notice of cancellation at any time before delivery of those Products, if a Force Majeure Event prevents the delivery of the Products under the Contract on the agreed date or during the agreed period.

3.4 The Supplier may increase the Price of Products under a Contract to take account of any changes in the law of Government regulations, import and customs and excise duties or if there is a material increase in the cost to the Supplier of obtaining or delivering the Products, providing that any increase under this Clause must not exceed the amount of the increase in cost to the Supplier, by giving to the Customer written notice of the increase at any time before delivery of those Products.

4. Online Shopping

4.1 We will take all reasonable care to ensure that the details displayed for a particular item offered for sale are correct at the time when the information was entered onto the system.

4.2. Whilst care is taken to ensure that we display as accurately as possible appearances, colours, textures or finishes, what you will see on your computer monitor or equipment may differ and so we cannot guarantee that images are an accurate representation of the actual goods or services that you are purchasing, especially, but not limited to, the colour of inks.

4.3. We may not be able to accept your order due to one or more of the following reasons, or for a reason not listed below:

- (a) The item you have ordered is out of stock
- (b) We cannot authorise your payment or have reasonable grounds to suspect your payment may be fraudulent
- (c) There has been a pricing or product description error
- (d) There is a system or procurement failure
- (e) You have failed our customer validation checks

4.4. When you place an order online you will receive an email confirming the details of your order. This email is not confirmation that your order has been accepted by us.

4.5. Your order will only be deemed to be accepted by us once your goods have been dispatched.

5. Delivery - Supply Of Machinery & Goods Not Purchased Online

5.1 Unless otherwise agreed in writing:
(a) all Products will be delivered by the Supplier to the Customer's requested delivery address as indicated on the invoice;
(b) the Supplier will be responsible for arranging loading, carriage, transport, unloading and insurance for the Products;
(c) the Customer will be responsible for paying all costs relating to loading, carriage, transport, unloading and insurance of the Products; and
(d) risk in the Products will pass from the Supplier to the Customer when the Products are delivered to the Customer.

5.2 If the parties agree that delivery of the Products under a Contract will be by instalments, each instalment will constitute part of a single Contract, and not separate Contracts.

5.3 Any date or dates for the delivery of the Products agreed by the parties as part of a Contract will not be of the essence of the Contract.

5.4 The Supplier will use all reasonable endeavours to comply with reasonable requests by the Customer to postpone the delivery of Products. If the Customer is requesting a substantial delay in delivery of more than 10 working days, the Customer accepts all associated costs such as, but not limited to, storage of the Products.

6. Delivery - Online Shopping

6.1. On completing your purchase online, you will be presented with one or more options for delivery. Where an estimated timescale for delivery is provided, this is an estimate only and your items may be delayed in being received due to circumstances beyond our control (such as a courier delay, unforeseen problems with the website or at busy times).

6.2. Where you select a "next day delivery" option, orders placed on Fridays, Saturdays or Sundays will not be dispatched for delivery until the following Monday and so will not be received until Tuesday. Failure by a courier to deliver on time is beyond our control.

6.3 We can not be held responsible for any consequential loss or damage due to delays in delivery of goods.

7. Title

7.1 Legal and equitable title to the Products will pass from the Supplier to the Customer upon the later of:
(a) delivery / collection of the Products; and
(b) receipt by the Supplier of all amounts due from the Customer to the Supplier

7.2 The Supplier shall be entitled without further notice to inspect or recover possession of any Products to which it retains title; and the Customer

grants to the Supplier and its employees and agents an irrevocable licence to enter at any time any premises where the Products are or may be situated for the purpose of inspecting or removing any such Products the title in which has remained with the Supplier.

7.3 The Supplier may bring an action for the Prices of Products, and any other amounts due under a Contract, notwithstanding that title to the Products has not passed to Customer.

8. Customers obligations

8.1 The Customer will not without the Supplier's prior written consent alter, modify, disassemble or reverse engineer any of the Products.

8.2 The Customer shall not be entitled to withhold payment of any amount payable pursuant to this contract because of any disputed claim of the Customer in respect of defective goods or workmanship, goods supplied incorrectly and not yet returned to the Supplier by the Customer or any other alleged breach of contract.

8.3 The Customer shall not be entitled to set off against any amounts payable pursuant to the Contract any monies which are not then presently payable by the Customer or for which the Customer disputed liability.

8.4 The Customer is fully satisfied of the suitability of the Products ordered from the Supplier for the intended application at the time of entering into this Contract.

9. Payment - Supply Of Machinery & Goods Not Purchased Online

9.1 The Supplier will issue an invoice to the Customer and The Customer will pay a deposit to the Supplier before the production of an order will commence.

9.2 Except where goods are supplied on credit to approved account holders, the Supplier will not despatch the goods to the Customer until payment has been received in full in respect of the Products and delivery charges payable by the Customer.

9.3 Prices must be paid by bank transfer or by cheque (using such payment details as are notified by the Supplier to the Customer from time to time). Should payment be made by PayPal, the Customer, by accepting these terms, waive the right to making chargebacks via PayPal and shall exclusively deal with the Supplier regarding any complaints as set out in Clause 11.

9.4 If the Customer does not pay any amount properly due to the Supplier under or in connection with a Contract, the Supplier may:

- (a) charge the Customer interest on the overdue amount at the rate of 3% per month above the base rate of Barclays Bank Plc (which interest will accrue daily until the date of actual payment, be compounded monthly, and be payable on demand); or
- (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and
- (c) retain the goods until all payments have been received in full and charge the Customer for the storage of Products.
- (d) reclaim goods already collected by or delivered to the Customer and charge all associated costs of so doing back to the Customer in accordance with Clause 7.2.

9.5 Any discounts offered to the Customer are given on the strict understanding that all invoices are settled promptly. The Supplier reserves the right to withdraw any such discounts given against accounts that are overdue.

9.6 Where goods are supplied on credit, all invoices for goods together with all packaging costs, ex-works delivery or other charges for which the Customer is liable shall become due on the earlier of:

- (a) thirty (30) days following invoice; or
- (b) on the day when invoices previously rendered by the Supplier to the Customer become due for payment.

9.7 The Supplier may treat any or all other agreements between the Supplier and the Customer as repudiated without prejudice to any other remedies the Supplier may have in respect of non-payment by the Customer.

9.8 The Supplier reserves the right to suspend or refuse to carry out any further work or deliveries or to rescind any existing contracts between the Supplier and the Customer if the Customer enters into liquidation, bankruptcy or has a receiver appointed, or if the Supplier in its absolute discretion considers there to be doubt as to the Customer's financial position or ability to pay for the Products.

10. Warranties

10.1 The Supplier warrants that the Products will correspond with the specification at the time of delivery and will be of satisfactory quality and condition. The Supplier reserves the right to alter the design of products illustrated without

notice, and whilst every effort is made to describe goods accurately, no warranty is given and no responsibility will be accepted for any resulting loss, consequential or otherwise.

10.2 The Supplier shall be under no liability in respect of defects arising from fair wear and tear, wilful damage, negligence, failure to follow instructions, misuse or alteration.

10.3 The Supplier shall be under no liability under the above warranty if the total price for the goods has not been settled in full.

10.4 The Supplier shall be under no liability under the above warranty if the Customer declines placing an order for goods not ordered online in writing and a dispute arises over the specification of Products ordered.

10.5 In the event of any defect in or failure of any product supplied under these Terms, the maximum liability of the Supplier will be the initial purchase price of the product.

11. Complaints, credits and replacements

11.1 The Supplier will promptly and in any event within 10 (ten) Business Days, fully respond to all reasonable enquiries and complaints by the Customer relating to the quality, performance and durability of the Products.

11.2 If Products do not comply with any warranty given by the Supplier under a Contract, the Customer may with the prior written agreement of the Supplier return those Products for either (at the option of the Supplier):

- (a) a full credit of the price paid to the Supplier for such Products (excluding original delivery and related charges); or
- (b) replacement Products.

11.3 Products returned under Clause 11.2 must be properly packed and returned to the Suppliers' address in unused condition within 7 (seven) Business Days of receipt of the Products by the Customer. Any Products returned in contravention of this Clause will not be the subject of any credits or replacements and the Customer will continue to be liable for payment of the Price in respect of such Products.

11.4 Any claim for damage or loss in transit must be made in writing within 2 (two) working days of delivery.

11.5 Any claim with regard to quality, quantity or description of the Products must be made in writing to reach us within 2 (two) working days of receipt of Products, or such Products will be deemed to comply as to quality, quantity and description.

11.6 All Products must be examined at the time of delivery. The Supplier shall not be liable for any loss arising from damage caused during transit unless loss or damage is noted on the delivery note at the time of delivery.

11.7 In the event that Products supplied to the Customer do not correspond with the written or online order of the Customer, the Supplier must be advised of such an error in writing within 2 (two) working days of receipt of the Products. The Supplier will provide the Customer with instructions as to the method that Products should be returned and the Customer shall return the Products unused within 7 (seven) working days of notifying the Supplier of the problem. The Supplier will refund the cost of such returns to the Customer, provided that Products have been returned in accordance with instructions provided. The Supplier reserves the right to delay the dispatch of replacement Products until the Customer has returned the incorrect Products. Should the Customer fail to return the incorrect Products within the specified time, the order will be considered final.

11.8 The Supplier will only replace Products lost, damaged in transit, incorrectly supplied or short supplied on the proviso that the Customer has acted in accordance with all applicable clauses within these Terms.

11.9 The Supplier refuses to accept any Products that are not in their original condition and packaging. Any damage that may occur to the Products whilst being returned to the Supplier remains the responsibility of the Customer and appropriate insurance should be in place.

11.10 If Products are returned without prior agreement in writing from the Supplier, the Supplier does not accept any responsibility for damage caused to the Products or loss suffered while the Products are in the possession of the Supplier.

12. Liability & indemnity

12.1 The Supplier will not be liable in respect of any loss of profits, income, revenue, use or inability to use, production, anticipated savings, loss of business, contracts, commercial opportunities, loss of or damage to goodwill or reputation, any special, indirect or consequential loss or damage or any losses arising out of a Force Majeure Event.

12.2 The Supplier's aggregate liability under the Contract will not exceed the total amount paid by the Customer to the Supplier under the Contract.

12.3 The Customer agrees to indemnify the Supplier and its agents, officers, directors and employees, immediately and on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of any of our terms and conditions.

13. Force majeure

13.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under a Contract (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

13.2 A party who becomes aware of a Force Majeure Event, which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under a Contract, will:

- (a) forthwith notify the other; and
- (b) will inform the other of the period for which it is estimated that such failure or delay will continue.

13.3 The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

14. Contract term and termination

14.1 Each Contract will come into force in accordance with Clause 3 & 4, and will continue in force until the earlier of:
(a) the later of completion of: (i) delivery of all Products; and (ii) the receipt by the Supplier of all amounts due to the Supplier under the Contract; and
(b) the termination of the Contract in accordance with the provisions of this Clause.

14.2 The Contract may be terminated in the following circumstances:
(a) the Supplier may terminate any Contract immediately by giving written notice to the Customer if the Customer fails to pay to the Supplier any amount due under the Contract by the due date for payment; and
(b) the Supplier may terminate any Contract immediately by giving written notice to the Customer if the Customer fails to accept delivery of the Products on the date agreed in the relevant Contract.

14.3 Either party may terminate any Contract immediately by giving written notice to the other party if:
(a) the other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or
(d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

14.4 No contract which has come into force (either verbally along with cleared funds or in writing with or without payment) may be cancelled by the Customer except by agreement in writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss including loss of profit, costs, damages, charges and expenses incurred by the Supplier.

15. Notices

15.1 Any notice given under a Contract must be in writing (whether or not described as "written notice" in these Terms) and must be delivered personally, sent by pre-paid first class post, or sent by fax for the attention of the relevant person, and to the relevant address or fax number given below (or as notified by one party to the other in accordance with this Clause).

The Supplier:
Dalesway Print Technology, Eden House, Calf Hall Road, Barnoldswick, BB18 5PX.
Fax: 0845 224 1205 or 03303 500 526

The Customer:
The addressee, address and fax, as set out in issued invoice for goods or as provided by the Customer online.

15.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

- (a) where the notice is delivered personally, at the time of delivery;
- (b) where the notice is sent by first class post, 72 hours after posting;
- (c) where the notice is sent by fax at the time of the transmission (providing the sending party retains written evidence of the transmission).

16. General

16.1 No breach of any provision of a Contract will be waived except with the express written consent of the party not in breach.

16.2 If any provision of a Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

16.3 Contracts may not be varied except by a written document signed by or on behalf of each of the parties.

16.4 The Supplier may freely assign its rights and obligations under a Contract without the Customer's consent to any successor to all or a substantial part of the business of the Supplier from time to time. Save as expressly provided in this Clause or elsewhere in a Contract, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in a Contract or any rights or obligations under a Contract.

16.5 Each Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to a Contract are not subject to the consent of any third party.

16.6 These Terms and associated invoices for goods will constitute the entire agreement between the parties in relation to the subject matter of the Contract, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

16.7 Contracts will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with a Contract.