

Terms & Conditions – Gift That Branding Ltd

1. These terms and conditions apply to all orders and supersedes all others. Receipt of approved acknowledgement of order confirmations 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

All goods will be supplied against a proforma invoice unless a credit account form has been filled in and received by Gift That Branding Ltd. An account will be opened after an account application form has been received and approved. Payment is to be made within 28 days from the date of the invoice. We understand and may exercise our statutory right of Interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to our credit terms.

3. 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

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 in full 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 by you for 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 and repossess and remove the same. You hereby grant us irrevocable license to enter your premises for the said purposes.

5. PRODUCT

We reserve the right to alter any details or design of products illustrated without notice and while every effort is made to describe goods accurately in the catalogue no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss.

6. QUOTATIONS AND CONTRACT

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 today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you.

7. PRICES

Where applicable all prices quoted are subject to V.A.T. 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 Special rush deliveries can usually be arranged but will usually be subject to additional charges (e.g. rush print charges and rush delivery charges), which will be charged to you at current commercial rates.

9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 10% 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
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 days of receipt of goods or such goods shall be deemed to comply as to quality and quantity with 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 the