

# Terms and Conditions

## HILLS POLY-PRINT LTD ("The Seller") - TERMS AND CONDITIONS OF SALE

**1. These terms and conditions of sale shall prevail over any terms and conditions of the buyer. The seller is Hills Poly-Print Ltd.**

### **2. Force Majeure**

Every effort will be made to carry out the contract but its due performance is subject to cancellation by the seller or to such variations as the seller may find necessary as a result of inability to secure labour, materials or supplies or as a result of any act of god, war, strike, labour dispute, fire, flood, drought, legislation or any other cause beyond the control of the seller.

### **3. Tolerances**

The seller will be deemed to have fulfilled the contract if

- a) the size has a variation of up to 10%,
- b) the gauge has a variation of 10% from that specified.
- c) Quantities may be 10% over or under and the buyer will pay for the actual quantity delivered.

### **4. Price**

All prices quoted are subject to the cost of materials and expenses at the date of manufacture or despatch. The seller shall be entitled to increase the price quoted to take account of any increased cost incurred by the seller.

### **5. Cancellations**

Cancellations must be made in writing and cannot be accepted if orders are already in production or have been despatched.

### **6. Claims**

Claims for any defect in the goods supplied must be made within 14 days of the date of invoice. In the absence of any claim within that time the buyer will be deemed to have examined the goods and

accepted them as in good condition and free from defects. Any claim by the buyer will be limited to the replacement of the goods supplied. Claims will not be considered unless the goods are made available to the seller for inspection or are returned to the seller for inspection. The disposal of rejected goods will be at the discretion of the seller. The seller's decision on all matters relating to claims shall be final. Complaints shall not be grounds for withholding payment due to the seller.

## **7. Suitability**

The suitability of goods for any purpose cannot be guaranteed by the seller. Side gusset bags with punched out handles are suitable for lightweight fashion goods only. Every effort will be made to supply in accordance with the sample or quotation but this is not guaranteed and no condition or warranty to this effect will be implied.

## **8. Inks**

Prices quoted are for printing from our standard range of ink colours unless stated by the seller. Where ink colours have not been agreed between the buyer and the seller the nearest available match will be used. Every effort will be made to avoid ghosting or rub off of matt inks but the seller makes no guarantee that this will not happen and accepts no responsibility for any problems of this nature which may arise immediately or subsequently. Slight variations in ink shade may occur either during production of the order or from a previous order. An exact match to either samples or pantone numbers cannot be guaranteed.

## **9. Delivery Date**

Failure by the seller to deliver in the time stated shall not entitle the buyer to any claim upon the seller by reason of such failure. Notwithstanding any date specified for delivery, time shall not be deemed to be the essence of any contract between the buyer and the seller.

## **10. Delivery/non delivery/ risk**

Any extra cost incurred due to refusal of delivery, wrong or insufficient delivery instructions such as storage or return delivery will be charged to the buyer and will be at the buyer's risk. In the event of non delivery of the goods the buyer must notify the seller within 7 days of the invoice date or other notification of despatch. All goods are at the buyer's risk from the time of delivery to the buyer, his agent or to the place of delivery specified by the buyer.

## **11. Artwork & printing plates**

It is the customer's responsibility to proof read artwork before approval, once artwork has been approved any alteration will incur extra charges. Artwork and printing plates are stored at the buyer's risk. Any artwork or printing plates that have not been used for 4 years or been recalled by the buyer will be disposed of by the seller.

## **12. Payment/Property**

The buyer must adhere to the terms for payment as specified by the seller. If the buyer fails to pay on time the seller may in addition to any statutory or other remedies, suspend further deliveries and charge interest at 5% above the base rate of NatWest Bank plc. Notwithstanding delivery and the passing of risk in the goods or any other provisions of these conditions the title of the goods shall not pass to the buyer until the seller has received, in cash or cleared funds, payment in full for the goods and all other goods sold by the seller to the buyer for which payment is due.

## **13. Property rights:**

The buyer shall indemnify the seller against all infringement or alleged infringement of Third Party patent, copyright or proprietor rights and all costs and expenses incurred in connection therewith arising from the execution of the buyer's order in accordance with the buyer's designs, plans or specifications.

## **14. Availability of goods:**

Any quotation given by the seller shall not constitute an offer for sale or a representation that the goods which are the subject of the quotation are for sale.