

G&T Digital Limited - Terms and Conditions

Hereafter in these terms and conditions the business G&T Digital Limited is referred to as G&T.

These Terms and Conditions apply to all goods and services supplied by G&T unless otherwise agreed in writing by a duly authorised representative of G&T. G&T's employees and agents are not authorised to make any representations in relation to the services offered by G&T and the customer acknowledges that it does not rely upon and waives any breach of such representation.

1. QUOTATIONS.

(A) A firm quotation in writing may only be given after G&T has received full and complete instructions and examined the necessary samples and shall remain valid for a period of 30 days. AN ESTIMATE provided for any job without full sight of all artwork, design files, written briefs, etc. will not be regarded as a quotation and although G&T will try to keep to the estimated price G&T will not be obliged to supply the estimated service/s or solution/s for the estimated price. No order shall be deemed accepted by G&T unless and until confirmed in writing and G&T will not be bound by any price quoted on the telephone. Where a written quotation has not been given the price charged will (subject to Clause 2) be at the rates current at the date of acceptance of the order by G&T. No order which has been accepted, with or without a quotation, may be cancelled without written consent of G&T and the customer will indemnify G&T in full against all costs incurred as a result of cancellation.

(B) All work undertaken at the customer's request including work of a preliminary nature may be charged to the customer.

2. PRICE VARIATIONS.

Prices are based on current costs of production and are subject to change at any time after acceptance by G&T of the customer's order to meet any rise or fall in such costs which are due to factors beyond G&T's control or due to any changes requested (including any changes in the timetable for production) or delays occasioned by the customer or failure of the customer to give adequate or fully accurate instructions. Inaccurate instructions often arise from the interpretation of "Artwork Supplied" which G&T defines as press ready PDF files, ready for the production service required. Unless agreed specifically G&T will regard price variations of less than L10 to be within the terms of any quotation or estimate provided. Unless otherwise stated all prices quoted are exclusive of VAT and any delivery or expedition charges for which the customer shall be additionally liable.

3. PROOFS AND ERRORS.

An additional charge may be made for corrections, amendments and alterations in style or content other than typographical errors and for additional proofs necessitated thereby. Proofs are available for customer's approval on request. No responsibility or liability will be accepted by G&T for:

- (i) any errors not corrected by the customer after inspecting the proofs or where the customer declines to make such inspection; or
- (ii) any material for which the customer has given instructions which allow for a degree of artistic licence and the customer shall not be entitled to reject such work, but may request at the customer's expense changes to the artistic design.

4. DELIVERY, PAYMENT AND RISK.

(A) Delivery shall be deemed made by the customer collecting the order from the G&T Centre at any time after being notified it has been completed or if some other place for delivery is agreed by delivery of the order to that place. Time for delivery shall not be of the essence;

(B) G&T shall be entitled to invoice the customer for the price of the order once notification of completion has been given and payment shall become due immediately and G&T shall be entitled to recover the price notwithstanding delivery may not have taken place and legal title has not passed to the customer except in the case of approved credit account customers with whom alternative arrangements have been agreed in writing. Time of payment shall be of the essence of contract in this respect.

(C) Where the order is to be delivered in instalments each delivery shall constitute a separate contract.

(D) In the event of the processing of the customer's order being suspended or delayed as a result of any act or omission on the part of the customer for a period in excess of thirty days G&T shall be entitled to immediate payment for that part of the customer's order which has been processed.

(E) If the customer fails to make any payment on the due date then without prejudice to any other right or remedy available to G&T, G&T shall be entitled to:

- (i) cancel the contract or suspend any performance of the customer's order;
- (ii) appropriate any payment made by the customer as G&T may think fit (notwithstanding any purported appropriation by the customer) and to charge the customer with all costs and expenses involved in collecting the overdue payment together with interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month from the due date until payment in full is made (part of a month being treated as a full month for the purpose of calculating interest).

(F) Legal title in the work the subject of this contract shall not pass to the customer until G&T receives payment in full of all sums whether in respect of the work or otherwise due owing or incurred including VAT. Until legal title passes the customer shall be bailee of the goods for G&T but the risk in the goods shall be borne by the customer from the date of delivery referred to in Clause 4 or where stored in accordance with Clause 11. The customer shall ensure that he has appropriate insurance in this connection.

5. QUANTITIES.

Whilst every endeavour will be made to provide the precise quantity requested by the customer orders are accepted on condition that the customer accepts certain margins of over supply and shortfall and the sale price will be adjusted accordingly. These are between 5% for work in one colour to 10% for any other work.

6. LIABILITY.

Subject to Clause 12 below G&T shall not be liable for any indirect or consequential loss for any loss to the customer arising from third party claims occasioned by any error, failure or delay in completing the order or by delay in delivery and in this connection time shall not be of the essence. Where work is defective for any reason, G&T's liability (if any) shall be limited to rectifying such defects as have been notified to G&T in writing within (48 hours) of delivery and in any event only so far as G&T is reasonably able to do so.

7. CUSTOMER'S OWN MATERIALS.

(A) G&T reserves the right to reject any unsuitable materials (including without limitation any paper, plates, computer disks or CD-ROM's) supplied or specified by the customer and to make additional charges where additional costs are incurred as a result of such materials proving unsuitable during production

(B) Customer's artwork or other materials supplied to G&T remain at the customer's risk and G&T accepts no liability for damage, destruction or loss thereof.

(C) G&T shall have a lien over any materials supplied to it by the customer against payment of all monies due to it by the customer from time to time and shall be entitled (if any sum is not paid on the due date) to dispose of such property or such sums (if any) as G&T shall in its discretion think appropriate towards settlement of the sums due.

8. COPYRIGHT.

Subject as provided in Clause 9 below any copyright and design rights in relation to any artwork and physical materials resulting from the same which are originated by G&T as a result of an order of the customer, (including where the customer's own artwork or materials have been incorporated into the artwork, design or physical materials so originated) shall belong to G&T and the customer shall only be entitled to reproduce or authorise any other person to reproduce such designs or artwork whether in whole or in part with G&T's authorisation once the price for the same has been paid by the customer.

9. ORIGINAL DESIGN WORK.

Where the customer has requested the production of original design work G&T may engage the services of outside designers in producing such work. Whilst G&T warrants that original design work so produced will not be offered by G&T for use by any other customer of G&T, it cannot provide any warranty on behalf of the designer who is commissioned to produce the work.

10. INDEMNITY.

(A) The customer warrants that he has full authority to reproduce any material in which copyright subsists and G&T reserves the right to refuse to undertake any work which infringes or appears to infringe the copyright or other intellectual property rights of any third party or which in its opinion contains any material which is in any way unlawful.

(B) The customer warrants that any design or other material furnished by him or any design material created by G&T pursuant to the customer's instructions is not defamatory or obscene or such as will cause G&T to infringe any intellectual property rights of any third party or any legislation for the time being in force in the United Kingdom in the performance of the contract.

(C) The customer shall fully indemnify G&T in respect of all costs, claims, liabilities and expenses (including any amount paid in settlement on legal advice and G&T's own legal costs) arising from any claim that any materials provided by the customer or design materials produced by G&T pursuant to the customer's instructions contains any defamatory or obscene matter or infringes the intellectual property rights of any third party.

(D) In the event of any claim being made or action brought against a customer arising out of the matters referred to in this clause, the customer shall promptly notify G&T thereof.

11. STORAGE.

If for any reason the customer fails to take delivery of goods at the time when the goods are ready G&T shall be under no obligation to store the same. G&T may however at its discretion if its storage facilities permit store the goods until actual delivery but at the customer's risk and the customer shall be liable to G&T for the reasonable costs (including insurance) of it so doing.

12. CONSUMER RIGHTS.

These terms and conditions do not and will not affect the statutory rights of a customer who is a consumer. No provision which would be void by virtue of Sections 6 or 20 of the Unfair Contract Terms Act 1977 (as amended) or by virtue of the Unfair Contract Terms in Consumer Contracts Regulations 1994 shall apply to any consumer transaction. The expressions "consumer" and "consumer transaction" shall have the respective meanings given thereto in paragraph 2 of the Consumer Transactions (Restriction on Statements) Order 1976 (as amended) or in the 1994 Regulations as appropriate.

13. INSOLVENCY.

If:

(A) the customer, being a company, makes any arrangement or composition with its creditors or has a receiver or administrator appointed or if the customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or becomes insolvent or goes into liquidation within the meaning of Section 247 of the Insolvency Act 1986 or an order is made or resolution passed for winding up (except for voluntary amalgamation or reconstruction); or

(B) the customer, being an individual, has a bankruptcy petition presented against him or is unable to pay his debts within the meaning of Section 123 of the Insolvency Act 1986 or becomes insolvent or makes any arrangement or composition with his creditors or takes any similar action in consequence of debt; or

(C) the customer is in breach of any of its obligations under these terms and conditions then G&T may without prejudice to any of its other rights immediately suspend the performance of any order placed by the customer and shall be entitled to charge the customer, and the customer shall immediately become liable to pay, for any work already carried out (whether completed or not) including the cost of any materials purchased on behalf of the customer.

14. WAIVER.

Failure by G&T to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at time or times thereafter.

15. ILLEGALITY AND SEVERANCE.

If any provision hereof is held by any competent authority to be invalid or non-enforceable in whole or in part the validity of all other provisions and the remainder of the provision in question shall not be affected thereby.

16. ENTIRE AGREEMENT.

These provisions constitute the entire agreement between G&T and the customer and replace all prior agreements, understandings, statements and communications between G&T and the customer.

17. FORCE MAJEURE.

G&T will make every effort to carry out the customer's instructions and the resulting contract but shall be under no liability if unable to carry out any provision of the contract for any reason beyond G&T's control (without limiting the foregoing) including the inability to secure labour, materials or supplies, breakdown of machinery, or as a result of the Act of God, war, labour dispute, fire, flood, drought, legislation, failure of power supply or any cause beyond G&T's control. During the continuance of such contingency the customer may by notice in writing to G&T elect to terminate the contract and pay for work done up to such notice for materials used but subject thereto shall otherwise accept delivery when available.

18. GOVERNING LAW.

These conditions and all other terms of the contract shall be governed by and construed in accordance with the laws of the country where G&T has its principal place of business.