

TERMS AND CONDITIONS

Any work undertaken by Woodblock Ltd is subject to the following terms and conditions.

1. Applicability of Terms.

These are our Standard Terms of Business which apply to all work which we do, except where otherwise agreed; by instructing us to proceed you accept these terms which are subject to and comply with the Unfair Contract Terms Act 1977.

2. Charges and Payment.

Where no price has been agreed we will charge you a reasonable price depending upon the work or goods involved. We will charge Value Added Tax where appropriate. This may not be shown on the estimate. We will charge for all preliminary work which is produced at your request. If a credit account has been agreed and setup, overdue accounts will be charged a 2% above base rate surcharge per month on the amount outstanding. Estimates are based on the current costs of production and are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs. Estimates are conditional upon a margin of 10% being allowed for overs or shortages, the same to be charged or deducted. Estimates are also conditional upon a margin of 10% being allowed for weight difference in stock, the same to be charged or deducted.

3. Copyright and Retention of Title.

We retain copyright in all work done by us but we will always consider selling it at a fee to be agreed. Goods sold to you shall be at your risk from the time of delivery. Except for copyright property in goods sold to you shall not pass to you until full payment. Until such payment we retain all rights of ownership in the goods including the right to repossess them at any time. Until such payment or repossession you must keep the goods in such manner that they remain identifiable as our property. If we decide to exercise our right to repossess any goods in respect of which full payment has not been made we shall be entitled at any time to enter any premises of yours (using no more force than is reasonable) for the purpose of exercising such right and we shall have the right to search your premises for our goods.

4. Quality of Goods Supplied.

Goods supplied by us shall be of merchantable quality fit for their intended purpose in accordance with the Sale of Goods Act 1979. No further or other obligation is undertaken as to the description, quality or fitness of goods supplied. Please allow an approximate 10% swing for overs or unders. Please also allow 10% swing in colour balance.

5. Artwork Supplied.

We accept no responsibility for any artwork supplied to us in any form. All artwork supplied should meet our technical specifications. Technical specifications guidance is available upon request.

6. Proofs.

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. Woodblock Ltd will not accept liability or responsibility for any variations in colour or any other defects or irregularities as a result of this. 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. If whilst performing a standard or advanced (proofing) check, Woodblock Ltd discovers that the artwork provided by the customer is defective or incorrect, Woodblock Ltd will notify the customer. It is the customer's responsibility to either provide the corrected artwork, or give permission for Woodblock Ltd to 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 held responsible for any mistakes, viewing, spelling, punctuation, contact details or layout. Please check proofs thoroughly as once passed, all proofs are deemed correct and ready to go to 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. Final proofs must be signed off by the customer in writing, and the sign off email received by Woodblock Ltd before 6pm, on the day that the proof was sent, in order to receive the prints for the agreed deadline.

7. Quality of Work Done.

Except where otherwise agreed we promise to exercise reasonable care in carrying out your instructions and (insofar as instructed) in giving advice to you. Save as set out above we shall have no further or other obligation or liability in respect of the work carried out or in respect of any omission or default in relation thereto.

8. Your Property.

Although we always aim to take reasonable care of your property we do not accept legal liability arising from any loss or damage to it. All your property is held at your risk. While we take every care to obtain the best results responsibility cannot be accepted for imperfect work caused by the defects in or unsuitability of materials or equipment supplied by you.

9. Delivery.

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. Woodblock Ltd 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. Woodblock Ltd cannot be held responsible for any customs and excise charges that may occur from the import or export of your goods.

10. Claims.

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. You must examine all goods delivered at the time of delivery for errors with regards to the quality, quantity and content. All claims with regards to the quality, quantity and content 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, quantity and content within the terms of the contract. 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. Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice. Woodblock Ltd requires any printing to be returned in full before agreeing to reprint. If Woodblock Ltd 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.

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. 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. 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. Nothing in these terms and conditions shall affect the rights of a consumer.

12. Refunds.

We Reserve the right to rectify defective work by reprinting and shall not be liable to refund. Woodblock Ltd will credit your account if we deem a refund should be made. If we offer to replace you must accept such an offer unless you can show clear cause for refusing to do so. 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. 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. Refunds will take 3 to 4 working days to complete once Woodblock Ltd has agreed to refund. This cannot be completed any faster.

13. 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.

14. Illegal Matter Etc.

You warrant to us that your material does not contain anything which would infringe copyright or which is defamatory or obscene or the reproduction of which is in any way contrary to law. We reserve the right in our sole discretion to refuse to deal with any such material. If we do produce any such material then you will indemnify us in respect of all claims costs and expenses arising from the production of it.

15. Insolvency.

If you cease to pay money due to us or if you have a Winding Up Petition issued against you or if you commit an act of bankruptcy or have a Bankruptcy Petition issued against you then without prejudice to any other remedies we have the right not to proceed further with the contract or any other work which we are doing for you and we have the right to charge for all work carried out (whether completed or not) and for all materials purchased for you; this is to be an immediate debt due from you to us. We shall also have a general lien on all goods and property in our possession whether worked on or not and we shall be entitled on the expiration of 14 days written notice to you to dispose of such goods and property in such manner and at such price as we see fit and to apply the proceeds towards such debts.

16. Force Majeure.

While we make every effort to carry out this contract nevertheless if we cannot do so because of Act of God, War, Strike, Lock out or other labour dispute, Fire, Flood, Drought, Legislation or other cause beyond our control then we shall not be liable to pay you damages.

17. Agents.

We reserve the right to use sub-contractors where we think fit. The benefit of all exemption or limitation clauses in these conditions shall extend to all our employees, agents or sub-contractors concerned with the performance of the work, who shall each be entitled to every defence exemption or limitation of liability to which we are entitled under these conditions; for this purpose in contracting with you we contract as agent for and on behalf of all such employees, agents and sub-contractors as well as on our own behalf.

18. Storage of Artwork.

We accept no responsibility to store your artwork for any considered time, however it is normal for us to keep a rough record.

19. Law. of Contract.

These terms of business and all other express terms of the contract shall be governed and construed in accordance with the laws of England and Wales. These terms supersede all others.