

Terms & Conditions

COLVIN LIMITED STANDARD CONDITIONS OF CONTRACT BY USING OUR WEBSITE, PLACING ANY ORDER FOR GOODS / SERVICES AND/OR REGISTERING AS A MEMBER OF OUR WEBSITE YOU CONFIRM YOUR AGREEMENT TO OUR TERMS AND CONDITIONS, SET OUT BELOW:

1. GENERAL

- (a) Colvin Limited may from time to time change, alter, adapt, add or remove portions of these Terms and Conditions but if this occurs, Colvin Limited will place any such changes on its website.
- (b) If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and/or the remainder of the provision in question will not be affected.
- (c) The headings used in these Terms and Conditions are for convenience only and will not affect their interpretation.

2. GOODS

The work carried out by Colvin Limited and goods supplied may differ slightly from the images shown on Colvin Limited's website.

3. WEBSITE

- (a) Colvin Limited will attempt to ensure that the information available on its website is at any time accurate. However, Colvin Limited will not be held liable for any errors or omissions. Colvin Limited will use all reasonable endeavors to correct errors and omissions as quickly as practicable after becoming aware or being notified of these
- (b) All drawings, descriptive matter and specification of the goods on Colvin Limited's website are for the sole purpose of giving an approximate description of the goods.
- (c) Colvin Limited may change, suspend or discontinue any aspect of its website, including the availability of any features, information, database or content or restrict access to parts or all of the website without notice or liability.

4. INTELLECTUAL PROPERTY

- (a) The copyright in the material contained in Colvin Limited's website and any trade marks and brands included in that material belongs to Colvin Limited or its Licensors.
- (b) The customer may download or copy the content and other downloadable items displayed on Colvin Limited's website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the website other than for personal use is expressly prohibited.

5. PRICE VARIATION

Estimates are based on current costs of production and, unless otherwise agreed, are subject to amendment at any time before or after acceptance to meet any rise or fall in such costs.

6. TAX

Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so. Colvin Limited reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

7. PRELIMINARY WORK / ARTWORK / DESIGN

All work carried out, whether experimentally or otherwise, at customer's request shall be charged. If artwork is created and supplied but proceeds no further then the cost of such work to such point an order is cancelled or does not proceed will be chargeable.

8. COPY

A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

9. PROOFS

Proofs of all work may be submitted for customer's approval and Colvin Limited shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Colvin Limited's judgment, changes therefrom made by the customer shall be charged extra.

10. DELIVERY AND PAYMENT

- (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed payment shall become due.

- (b) Unless otherwise specified the price quoted is for delivery of the work to the customer's address as per the estimate. A charge may be made to cover any extra costs involved to deliver to a different address.
- (c) Should expedited delivery be agreed an extra charge may be levied to cover any overtime or any other additional costs involved.
- (d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days, Colvin Limited shall then be entitled to payment for work already carried out, materials specifically ordered and other additional costs including storage.
- (e) In the case of purchases via Colvin Limited's website, Colvin Limited will issue you with an electronic receipt to your email address once the goods have been despatched
- (f) Late Payment and / or debt recovery. Interest on late payment will be charged at 8% above the Bank of England base rate. If a debt recovery agent is instructed then any associated costs will be charged.

11. RISK

All risk in the goods will pass to the customer immediately on delivery of the goods to the customer or the customer's order.

12. PROPERTY IN GOODS

- (a) So long as any money is owing to Colvin Limited from the customer in respect of any goods delivered by Colvin Limited subject to these conditions, the legal title to such goods shall remain with Colvin Limited until all such indebtedness has been discharged and the customer shall keep the goods in such manner as they are readily identifiable.
- (b) Until such time as the goods are paid for, Colvin Limited may at any time require delivery of the goods up to Colvin Limited or to Colvin Limited's order for which purpose Colvin Limited may enter the customer's premises to recover the goods.
- (c) The customer shall be entitled to sell the goods delivered to the customer in the normal course of business and the customer shall hold the proceeds of the sale thereof in a fiduciary capacity separate from all other monies until the customer's indebtedness to Colvin Limited in respect of the goods has been discharged.
- (d) With regards to any of the goods mentioned in (a), (b) or (c) hereof the customer's authority to sell and/or convert goods and/or sell the converted goods shall be withdrawn at any time after the commencement of any act or proceeding involving your solvency or if Colvin Limited shall reasonably consider that Colvin Limited's property is in jeopardy, and all goods in which Colvin Limited has property shall be immediately delivered to Colvin Limited and all proceeds of sale received by the customer from sales made prior to the withdrawal of authority shall be paid by the customer into a bank account separate from all other monies and shall be held in such account for Colvin Limited.

13. VARIATIONS IN QUANTITY (PRINTED FORMS)

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins (measured in fold depths) of 5 per cent for single-part or one process work not requiring special papers or special features and 10 per cent for other work being allowed for overs or shortage (14 per cent and 8 per cent respectively for quantities exceeding 80,000) the same to be charged or deducted.

14. CLAIMS

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Colvin Limited and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to Colvin Limited and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to Colvin Limited within 28 days of delivery. Colvin Limited shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (a) it was not possible to comply with the requirements and (b) advice (where required) was given and the claim made as soon as reasonably possible.

15. LIABILITY

(a) Colvin Limited shall be under no liability:

- In respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
- In respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working condition, failure to follow Colvin Limited's or manufacturer's instructions (whether oral or in writing), misuse or alteration without Colvin Limited's approval;
- Under any warranty, condition or guarantee, or any duty at common law, if the total price for the Goods has not been paid by the due date for payment;
- By any oral warranty or representation given or made on its behalf unless confirmed in writing.
- In respect of any data corruption or other damage to or loss of computer software or hardware arising from the use of any computer media goods supplied hereunder by Colvin Limited in conjunction with any

such software or hardware. It is the responsibility of the customer to ensure that it or the ultimate end-user of the goods take all necessary precautions (including, but without limitation, testing the goods on up-to-date anti-virus software) when used in conjunction with any computer software or hardware.

(b) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Colvin Limited in accordance with these Conditions, Colvin Limited shall be entitled to replace the Goods (or the part in question) free of charge or, at Colvin Limited's sole discretion, refund to the customer the price of the Goods (or a proportionate part of the price), provided a complaint is made in writing within 3 days after delivery and goods returned within one month. Colvin Limited shall have no further liability to the customer.

(c) Subject as expressly provided in these Conditions (and specifically without prejudice to (b) above), and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(d) Except in respect of death or personal injury caused by Colvin Limited's negligence, Colvin Limited shall not be liable to the customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential or indirect loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Colvin Limited, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the customer, except as expressly provided in these Conditions. Non-exhaustive illustrations of consequential or indirect loss include:

- Loss of profit,
- Loss of contracts,
- Damage to the customer's property or property of another person or body,
- Personal injury or death to the customer or any other person other than that caused by Colvin Limited's negligence.

(e) Colvin Limited shall not be liable for any loss to the customer arising from delay in transit not caused by Colvin Limited.

16. STANDING MATERIAL

(a) Metal, film, glass and other materials owned by Colvin Limited and used by them in the production of type, plates, moulds, stereotypes, electrotypes, filmsetting, negatives, positives and the like shall remain their exclusive property. Such items when supplied by the customer shall remain the customer's property.

(b) Type may be distributed and lithographic photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

17. CUSTOMER'S PROPERTY

(a) Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to Colvin Limited by or on behalf of the customer shall while it is in the possession of Colvin Limited or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.

(b) Colvin Limited shall be entitled to make a reasonable charge for the storage of any customer's property left with Colvin Limited before receipt of the order or after notification to the customer of completion of the work.

18. MATERIALS SUPPLIED BY THE CUSTOMER

(a) Colvin Limited may reject any paper, plates or other materials supplied or specified by the customer which appear to them to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Colvin Limited in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

(b) Where materials are so supplied or specified Colvin Limited will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage.

19. RETURNS

(a) Colvin Limited has no obligation to accept return of goods supplied and to credit the customer's account in full save in the following circumstances: i) Goods have been damaged in transit; or ii) Goods are subject to a bona fide complaint in respect of the quality of the goods made pursuant of Clause 15 hereof.

(b) Any return pursuant to Clause 19(a) shall be made within 21 days of receipt and such goods shall be returned in unmarked packaging and in an immediately saleable condition. Colvin Limited shall only be liable to credit 85% of the invoiced value of goods returned which do not conform with the requirements of this sub-clause.

(c) Any request for the return of goods under this Clause shall be made by the customer to Colvin Limited within 3 days of delivery. Colvin Limited will provide the customer with a Return Note. Returns shall only be accepted if

they are accompanied by Colvin's Return Note.

(d) Colvin Limited may, at its absolute discretion, elect to provide by post or any other means, any missing or faulty components or fixings for goods in lieu of accepting a return.

(e) In no circumstances will Colvin Limited accept a return of any items ordered as a special.

(f) Colvin Limited will not supply goods to the customer on an 'on approval' basis. Colvin Limited may, in its absolute discretion, accept a return of goods ordered by the customer but which are not required by the customer for reasons other than those set out in sub-clause (a) above, but will only be required to credit 85% of the invoiced value of such goods to the customer's account.

(g) The cost of delivery and/or collection will be deducted from any credit issued.

20. INSOLVENCY If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay his debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Colvin Limited without prejudice to the other remedies shall

- have the right not to proceed further with the contract on any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to them, and
- in respect of all unpaid debts due from the customer have a general lien on all goods and property in their possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as they think fit and to apply the proceeds towards such debts.

21. ILLEGAL MATTER

(a) Colvin Limited shall not be required to print any matter which in their opinion is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights of any third party.

(b) Colvin Limited shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

22. FORCE MAJEURE

Colvin Limited shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to an inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Colvin Limited elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

23. LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.