

## **Barkers Print Terms and Conditions**

In these Conditions “the company” means Barkers Print.

“The Customer” means the person whose order is accepted by the Company

All Business undertaken by the Company is transacted subject to the conditions hereinafter set out each of which shall be deemed to be incorporated in any agreement between the Company and its customers. No agent, representative or employee of the Company has authority to alter or vary these conditions.

Subject to any variation or as otherwise agreed under any distribution agreement with the Company, the Contract will be upon these Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

### **Tax**

The Company reserve the right to charge the amount of any Value Added Tax payable whether or not included on the estimate or invoice

### **Preliminary Work**

All work carried out, whether experimentally or otherwise, at customer’s request shall be charged.

### **Proofs**

Proofs of all work may be submitted for customer’s approval and the company 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 the Company’s judgement, changes therefore made by the customer shall be charged extra.

### **Delivery and Payment**

New Customers will be invoiced upon first order placed. Work will start as soon as the payment has been received.

Existing Customers (after the first order placed with us) will be invoiced on delivery. Invoiced amounts shall be due and payable within 30 days of invoice date unless otherwise agreed in writing. The Company reserves the right to make a surcharge of 2% per month interest to accounts which are not paid by this time.

Should expedited delivery be agreed, an extra charge may need to be made to cover any overtime or other costs involved.

Should the Customer request suspension of the work or it is delayed through any default of the Customer for a period of 30 days, the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

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.

International transit times are approximate and may be subject to Customs clearance. Local country restrictions apply. The Company will not be held responsible for any delay of delivery of the goods with International deliveries.

The Company cannot be held responsible for any Customs and Excise charges that may occur from the import or export of your goods.

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days' notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

### Liability

Barkers Print gives no warranties or guarantees or makes any representations as to the merchantability or fitness for a particular purpose of any completed work the subject of a customer's order and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions are hereby excluded. Barkers Print shall not be liable for any loss arising from delay in transit not caused by Barkers Print. Further, Barkers Print shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill or loss of anticipated savings or loss of data. The total aggregate liability of Barkers Print in respect of any and all causes of action arising out of or in connection with the customer's order and Barkers Print performance of services pursuant to such order (whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise) shall be limited to the sums paid to Barkers Print by the customer in respect of the order pursuant to which liability has arisen. Nothing in these terms and conditions shall be construed so as to limit or exclude liability which cannot, pursuant to English Law, be excluded or limited including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.

### **Force Majeure**

Barkers Print shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, acts of terrorism, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

### **Data Protection**

The Company agrees keep the confidential information of its clients confidential, including all administration areas of websites and details of referrers and those who are referred. All such data recorded by a website will be completely secure, and all information will be treated as confidential in accordance with the Data Protection Act.

### **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

