



HAYWARD DESIGN AND PRINT

GENERAL TERMS AND CONDITIONS

1. **ORDER** - Your order must be accompanied by sufficient information to enable us to proceed forthwith; otherwise we are at liberty to amend quoted prices to cover any increase in cost / work resultant upon lack of information, amendments or additions (including extras) and time for delivery / installation may have to be extended. Placement of your order in any format constitutes your acceptance of these terms and conditions, notwithstanding which no contract shall come into existence between us until your order is accepted in writing by us
2. **DRAWINGS etc.** - All artwork, designs, drawings, proofs and particulars submitted by us are, as to colour, approximate only, and all descriptions and illustrations contained in our brochures and other advertising matter are illustrative only, and shall not form part of the contract between us. Further, any written or oral representations made to you prior to contract are hereby excluded from forming part of the contract, unless expressly incorporated therein
3. **ARTWORK** - All artwork, proofs, etc which are submitted by us upon placement of your order are chargeable from the first proof whether the final artwork is accepted or not
4. **CHANGES OF SPECIFICATION** - We reserve the right at any time to amend specifications, artwork or designs and to substitute equivalent goods or materials or better without liability to you for any loss or expense which you may sustain as a consequence. In such event we will notify you, and you will then be entitled to cancel the contract on payment to us of the amount of loss or expense which we may incur as a result, and upon an indemnity basis
5. **COMPLETION OF WORK** - We will make every effort to finish work on such date as may be agreed, but will accept no liability for failure to do so unless specifically agreed in writing, and subject to the terms and conditions of any carrier effecting delivery of goods or materials. If you fail to co-operate with us (here meaning that we do not hear from you for a period of 28 days from last contact by you, or our request for contact from you), or you alter, unilaterally, arrangements made, then you will be liable to pay to us a sum equating, on an indemnity basis, to all losses and expenses flowing from such failure / delay, including, but not limited to, labour costs, storage costs and costs and (so far as applicable) fees associated with re-arranging work
6. **TERMS OF PAYMENT** - Payment in respect of goods or services supplied by us, unless stated differently in our quote or tender, shall be upon the basis of 50% of the price being payable on the placement of your order, and the balance immediately following completion of the works; and you shall have no right to make deductions therefrom, whether by way of set-off or otherwise
7. **LIABILITY** -
 - a. Our liability in respect of goods supplied shall be confined to the terms of such guarantee as may be provided with them, which, so far as the law permits, shall be in place of any other conditions or warranties, whether imposed by statute or implied by common law, trade custom, course of dealing or otherwise
 - b. We accept no responsibility for any drawing, design, artwork or specification not prepared by us, and submission of our quote / tender does not constitute any warranty, guarantee, representation or opinion as to the practicability of use, or of the efficacy, safety or otherwise of materials to be supplied or work to be done by us in accordance therewith, and the cost of any additional work caused by any defects in any such drawings, designs, artwork or specifications shall be chargeable in addition
 - c. We shall not be liable for any consequential or resultant loss or damage howsoever arising
 - d. So far as the law permits, our liability for any damage, loss or expense howsoever arising, and not otherwise excluded by these terms and conditions, shall be confined to an amount no greater than the contract price agreed between us, excluding the cost of materials
8. **WAIVER** - Any waiver or allowance made by us shall be limited strictly to the matter and occasion in respect of which waiver or allowance is made, and shall not otherwise be taken to limit in any way our ability to rely upon and enforce these terms and conditions



9. CANCELLATION - Cancellation by you for reasons other than as referred to in condition 3 above shall be permissible only with our written consent, and shall be subject to a minimum cancellation charge of 10% of the contract price or such sum, upon an indemnity basis, as shall be sufficient to cover our losses and expenses, including loss of profit, if greater

10. INTEREST - Any sum(s) payable to us (which shall include such legal costs and expenses [upon an indemnity basis] as we may incur by reason of your default) in accordance with these terms and conditions if unpaid within 14 days of becoming due and payable shall attract interest (to be compounded / accumulated with the sum(s) payable) at the rate of 1.5% per month (both before and after judgment), payable by you in addition

11. RETENTION OF TITLE -

a. All designs, artwork, goods and materials supplied by us directly or indirectly though at your risk from the moment of delivery remain our property until all sums (including legal costs and interest, if applicable) payable to us under these terms and conditions have been paid to us in full

b. Whilst such designs, artwork, goods and materials remain our property (and provided that the due date for payment has passed) you agree to allow us the right (reserved hereby) of unfettered, unrestricted and unimpeded access to the place or premises where those designs, artwork, goods and materials may be (and whether or not such may be the original point of delivery and / or installation), and by force if required; and you undertake (as a condition of supply) that such designs, artwork, goods and materials whilst our property will not be sold or re-sold under any circumstances and will not be removed from the place at which they were originally delivered / installed (i) without written notification to us of the address to which such are to be removed and (ii) if to a place or to premises access to which you do not control unless you have first drawn to the attention of the lawful owner / occupier of such place or premises these terms and conditions and have secured his / her written consent (to be produced to us) to the right of access reserved hereby. Any breach of this undertaking will result in the sum(s) due to us being increased by a factor of 50% without prejudice to our other rights

12. DISPUTES -

a. These terms and conditions shall be construed and determined exclusively in accordance with the laws of England and Wales

b. In the event of any dispute between us we each agree that the disputed matter(s) shall be referred to a senior lawyer for determination, who shall act as an expert and who shall be appointed, in the absence of agreement, upon the application of either party, by the President of the Law Society of England and Wales, or his / her deputy, and whose decision shall be final and binding upon us, save in the event of manifest error. Any such expert so appointed who shall die or otherwise be unwilling or unable to fulfill his / her appointment shall be replaced by another appointed by the same method

c. Any term or condition found to be invalid in law or otherwise unenforceable shall be severed herefrom without affecting the validity of the remainder, and replaced by such similar, but valid or enforceable term or condition, as shall most nearly reflect the spirit thereof

August 2005

To be completed on placing of 1st order with Hayward Design & Print

I acknowledge receipt of, and agree to, these Terms and Conditions as laid down in these two pages from Hayward Design & Print

SIGNATURE:..... PRINT:.....

COMPANY:..... POSITION:

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DATE:

