

## **A & R Print Solutions Limited Terms and Conditions**

### **Acceptance**

By placing an order with A & R Print Solutions Limited you agree to the terms and conditions outlined below. Verbal, written and email communication will be deemed acceptance of the terms and conditions. Verbal instructions are accepted on the basis that A & R Print Solutions Limited will not be held responsible for any error that may arise. A & R Print Solutions Limited shall be entitled to sub-contract any service it agrees to perform. These terms and conditions may be amended from time to time.

### **New Clients**

New clients are required to pay A & R Print Solutions Limited money on account of costs, as determined by A & R Print Solutions Limited, before any work is carried out and to meet any costs incurred by A & R Print Solutions Limited, as and when requested, until such time as they have set up a credit account.

### **Client Responsibilities**

Clients are responsible for giving full instructions when ordering. A & R Print Solutions Limited is not responsible for incorrect orders due to incorrect client instructions.

An order and the acceptance of a quotation must be accompanied by sufficient information to enable A & R Print Solutions Limited to fulfil the order and both parties must agree any modifications in advance. A & R Print Solutions Limited must have the fullest details of a request to ensure an accurate quotation. Subsequent variation to the specification contained within a description can render the quotation void.

### **Payment**

Payment is required within 30 days of the invoice date. A & R Print Solutions Limited reserve the right to charge interest at the rate of 5% per month on invoices not paid within 30 days.

Without prejudice to other remedies, A & R Print Solutions Limited shall in respect of all unpaid debts due from the client, retain title to the goods until such debts are paid. In the event of a client being unable to pay debts, A & R Print Solutions Limited may recover the goods which are its property by virtue of this clause by means it deems necessary.

### **Prices**

A & R Print Solutions Limited reserves the right to alter prices without notice. Work carried out, whether preliminary, experimentally or otherwise, at the client's request, will be charged accordingly.

## **Purchase Orders**

Where a client uses a purchase order system all orders must be accompanied by a purchase order number. If a purchase order number is not provided the client will be directly responsible for any payment due to A & R Print Solutions Limited. It is the responsibility of the client to provide purchase order numbers where applicable even where one has not been requested by A & R Print Solutions Limited. A & R Print Solutions Limited can not accept any liability resulting from failure to provide a purchase order number.

## **Tax**

Value Added Tax (VAT) shall be charged where applicable.

## **Proofs**

Proofs of all work may be submitted for client's approval and A & R Print Solutions Limited shall incur no liability for any errors not corrected by the client in proofs so submitted. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the client. When style, type or layout is left to A & R Print Solutions Limited's discretion, any subsequent changes to such style, type or layout required by the client shall be subject to additional charges on a time basis.

Verbal, written, or email approval of a proof by the client or any employee of the client, in whatever format the proof is provided by A & R Print Solutions Limited, shall be deemed as sufficient approval in accordance with the terms and conditions.

## **Delivery**

A & R Print Solutions Limited is not liable for damage to products during delivery. You should contact A & R Print Solutions Limited upon receipt of the order in the unlikely event that any damage has occurred. A & R Print Solutions Limited is not liable for any delay to delivery.

## **Damage**

While every care and precaution against loss or damage to originals or articles entrusted to A & R Print Solutions Limited will be taken, liability for loss or damage shall be limited to the invoice value of the reproduction element of that particular original or article. Where such value is considered insufficient, written notice must be given to A & R Print Solutions Limited so that insurance may be arranged on any one specific original, the cost of which will be passed on to the client. A & R Print Solutions Limited are not responsible for damage caused by third parties.

## **Cancelling orders**

An order may be cancelled after work has been commenced provided all costs incurred up to the time of cancellation are paid.

## **Quality**

A & R Print Solutions Limited are not liable for any deviation in quality or consistency of printed images and media.

## **Complaints**

Any complaint regarding an order must be logged with A & R Print Solutions Limited within 24 hours of receiving the delivery and it is at the discretion of A & R Print Solutions Limited to name compensatory terms where A & R Print Solutions Limited feels that it is applicable.

## **Disclaimer**

A & R Print Solutions Limited cannot accept responsibility for copyright infringements on artwork submitted to A & R Print Solutions Limited for reproduction. Clients are requested to seek copyright permissions for any work submitted which require such permissions. A & R Print Solutions Limited reserves the right to ask for proof of such permissions for images that are deemed might be copyrighted.

A & R Print Solutions Limited shall not be required to print any matter, which in its opinion is or may be of an illegal, immoral or libellous nature. A & R Print Solutions Limited shall be indemnified by the client in respect of any claims, costs and expenses arising out of any libellous matter printed for the client or any infringement of trade marks, copyright, patent or design.

## **Insolvency**

If the client ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its 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 it, A & R Print Solutions Limited without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the client and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the client, such charge to be an immediate debt due to A & R Print Solutions Limited, and (ii) in respect of all unpaid debts due from the client have a general lien on all goods and property in the A & R Print Solutions Limited's 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 A & R Print Solutions Limited thinks fit and to apply the proceeds towards such debts.

## **Force Majeure**

A & R Print Solutions Limited shall be under no liability if it shall be unable to perform any obligation which is owed by it to the client for any reason beyond his 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 any inability to

procure materials required for the performance of the contract. During the continuance of such a contingency the client may by written notice to the A & R Print Solutions Limited elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

### **Law**

These terms and conditions and all other express terms of the contract with clients shall be governed and construed in accordance with English law. English Courts shall have jurisdiction in relation to any matters arising in connection with any contract between A & R Print Solutions Limited and the client.