

## **Terms & Conditions**

### **1.0 Introduction**

1.1 Contracts shall be construed according to and be governed by English Law. The purchaser shall submit to the jurisdiction of the English Courts but this shall not prevent us from taking legal proceedings against the purchaser in a Court outside England should we decide to do so.

1.2 All contracts will be subject to these conditions and all terms and conditions appearing in the Purchaser's order shall have no effect. Any variation of the terms and conditions of this contract will become binding on us only if confirmed in writing both by the purchaser and us.

### **2.0 Customer Information**

2.1 We take your privacy seriously. We are registered under and comply with the Data Protection Act 1998.

### **3.0 Pricing and Payments**

3.1 All prices are subject to VAT, where VAT law applies. We will be entitled to add to the contract price any value added tax, which is chargeable in respect of the goods and/or services, supplied and to recover the same from the purchaser.

3.2 A 50% non-refundable deposit for all bespoke and Ceramic Printing System projects are required to be paid and cleared prior to the commencement of the project.

3.3 The remaining 50% must be paid and cleared prior to the goods being dispatched. If our payment terms are not complied with in full, we may suspend the performance of any contractual obligation due from us to the purchaser. It is the customer's responsibility to make any final payments on time and cleared as stated on the order confirmation before the shipping date.

3.4 For all decal projects and orders 100% of the total order value is payable on placement of the order.

3.5 If the customer fails to make payment when due, the amount unpaid may, in our sole discretion, incur interest at the rate of 8% per annum above the base rate of the Bank of England PLC from time to time from the due date of the actual payment (both before and after judgement).

3.6 The full contract price shall be paid to us by the purchaser notwithstanding that the purchaser may have a claim against us. In these circumstances, the purchaser shall not be entitled to set-off any such claim in whole or part against any money due to us from the purchaser.

### **4.0 Your Order**

4.1 When you place an order you will automatically receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase the goods specified in the order.

4.2 All orders however received will be confirmed to you by our sales office by email within 48 hours of receipt stating order details, week of delivery and if delivery charges will be levied. This is our understanding of your order and you must notify us immediately of any mistakes.

4.3 All orders placed with The Company are final and cannot be cancelled once a confirmation note has been supplied to the customer. Orders cancelled prior to the confirmation note being received will incur a 10% cancellation charge.

4.4 We take it in good faith that any artwork supplied by you in relation to your order does not infringe copyright law.

4.5 Delivery and completion dates are given by us in good faith, but they are not contractual obligations and it is an express condition that we shall not be liable to the purchaser for any delay, no matter how arising, nor from any contingent or consequential loss or damage suffered by the purchaser arising from such delay. Any failure by us to adhere to specified delivery or completion dates should not provide the purchaser with grounds for cancelling the contract. Our work is bespoke and issues beyond our control can arise. We will endeavour to keep customers fully informed of any such issue.

4.6 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

4.7 Failure to supply details necessary to progress your order will result in production being delayed, and the requested deadline not being met, in which case we will not be held liable for the delay.

4.8 Order confirmation and invoices will only be supplied by email. Please ensure you provide valid email addresses for both, at the time of ordering.

4.9 Credit card details are captured on a secured page and are transferred using industry standard SSL encryption to our payment provider, WorldPay/Sage Pay. Your bank may require you to enter additional authorisation passwords (e.g. 3D Secure / Verified by Visa) at checkout.

## **5.0 Samples**

5.1 It is our policy to recommend that customers have a sample prior to production to check design layout, artwork, colours etc. If customers choose not to purchase a sample then we will ask for confirmation in writing that the sample is to be waived. Once approved, the sample remains the control standard for manufacturing within our general terms of sale.

5.2 Tile, Mural or Ceramic Ware sample costs start at £50.00 plus VAT plus delivery charge for each new piece of artwork

## **6.0 Printing and Decoration**

6.1 With reference to bespoke projects, our ceramic products are made from naturally occurring materials and in addition are hand decorated and therefore subject to minor variations. For decal orders both the ceramic colours and the printing process are subject to variation of plus or minus 5%, which is an industry norm.

6.2 We would recommend that all customers ordering decals have a proof which will become the control standard. Otherwise a waiver form must be signed.

6.3 Large volume decal orders may require a mini addition subject to the complexity of the order.

## **7.0 Quality procedures/inspection**

7.1 All of our decal orders are inspected after the decals have been printed and then after they have been cover coated.

7.2 All of our bespoke projects inspected after firing and viewed as a complete mural prior to packing. Alternatively if customers wish to inspect the project themselves prior to dispatch they are welcome to do so by arrangement at our premises. Manufacturing is to the highest standards, and all products are inspected within industry guidelines and tolerances.

## **8.0 Aftercare**

8.1 We will supply after care instructions with any bespoke project with guidance on how to maintain the project, we will accept no liability if people contravene these guidelines.

## 9.0 Dispatch/collection

9.1 Any alleged shortages or damage to goods on arrival (other than damage sustained in the unloading operation) must be notified to us within 48 hours after delivery otherwise we shall be under no liability in respect thereof and in other cases our liability (if any) is limited to replacing the damaged goods and does not extend to any consequential or other losses suffered by the purchaser.

9.2 In the event of the goods supplied proving defective and the purchaser notifying us to this effect within 48 hours after delivery or collection (as the case may be). We will replace such goods free of charge to the purchaser or, at our option, refund the full purchase price thereof but this shall be the limit of our liability. In particular, we will not be responsible for any personal injuries, third party claims, loss of profit or other financial loss, expenditure incurred on the goods supplied or any consequential loss or damage, direct or indirect, of whatsoever nature arising from any defective goods. Subject as aforesaid, all express or implied conditions, warranties and descriptions statutory or otherwise, as to the state, quality or fitness the goods for any purpose are hereby expressly excluded. However, nothing in these conditions shall exclude or restrict our legal liability for death or personal injury resulting from our negligence nor shall anything in these conditions affect the statutory rights of a purchaser who is "dealing as a consumer" as defined by section 12(1) of the Unfair Contract Terms Act 1977, which are set out in Section 6(2) of that act. Furthermore nothing in these conditions shall exclude or restrict our legal liability for death, personal injury or certain specific types of property loss or damage under the Consumer Protection Act, 1987.

9.3 The quantity of any consignment of goods as recorded by the company on despatch from the place of business shall be conclusive evidence of the quantity received by the buyer on delivery unless the buyer can provide evidence proving the contrary.

9.4 The company shall not be liable for any non-delivery of goods (even if caused by the company's negligence) unless the buyer gives written notice to the company of the non-delivery within 7 days of the date when the goods would in the ordinary course of events been received.

9.5 Any liability for non-delivery of the goods shall be limited to replacing within a reasonable time or issuing a credit note at the pro rata contract rate of any such goods.

9.6 Under no circumstances shall we be liable for any failure to carry out our obligations under this Contract if such failure arises wholly or partly as a result of an act of God, war, fire, storm, flood, strike lock-out, force majeure or other cause beyond our control, or if any of the foregoing involves us in substantially increased production or material costs.

9.7 If a product is being ordered from outside the United Kingdom the recipient of the product is responsible for all customs duties or tariffs incurred in the country to which the products are shipped. Furthermore your order may be subject to delay or be opened and searched by local customs authorities when entering the destination country.

9.8 Goods are insured if DCS arranges the shipping for the goods. If the purchaser either collects or chooses to arrange their own shipping the purchaser needs to arrange the appropriate level of insurance cover.

9.9 All delivery dates provided are best estimates only and are NOT GUARANTEED as all products are bespoke and unforeseen delays can arise during the manufacturing process. Digital Ceramic Systems Ltd will not be held liable for any loss of profit claims or any additional incurred costs resulting from incorrect/late deliveries or damaged goods. We also cannot be held responsible for disruption to deliveries caused by industrial disputes or any action of the courier concerned which is outside our direct control.

9.10 If a purchaser, having undertaken to collect the goods, fails to do so within 14 days of notification that the goods are ready for collection, there shall be added to the contract price a

reasonable charge for the storage of such goods to be fixed by us in each case payable from the expiration of such period of 14 days until the date upon which the goods are collected or upon which instructions to dispatch the goods are received and during such period the goods will be at the purchasers risk and should be insured by the purchaser. Invoices for storage charges will be raised monthly in arrears.

9.11 Notwithstanding the delivery of the goods to the customer and the passing of risk in the goods, the property in the goods shall not pass to the customer and we shall remain the legal and equitable owner until we have received in cash or cleared funds, payment in full of the price of the goods and all other goods agreed to be sold by us to the customer for which payment is then due. If after delivery of the goods but before payment, the purchaser has a Bankruptcy order made against him, or being a Company, goes into liquidation other than for the purpose of amalgamation or reconstruction, or has a Receiver Manager, Administrator appointed or fails to pay the contract price in full after the same shall have fallen due, we may give written notice to the purchaser or to his Trustee in Bankruptcy, Receiver, Manager, Administrator or Liquidator (as the case may be) terminating the purchaser right to possession whereupon we may take possession of the goods without notice and for this purpose the purchaser hereby irrevocably authorises us to enter the premises where the goods are to dismantle and remove them at the purchasers expense. If the purchaser converts the goods into some other materials, mixes such goods with other objects, fabricates the goods in some way or deals with them so their separate identity is lost, we shall acquire title to any resultant article as security for the payment of the full amount due to us from the purchaser whether under this contract or otherwise. Until the date of full payment as aforesaid, the purchaser shall hold the goods/resultant articles as our agent and bailee on trust for us in the capacity of a fiduciary owner and shall store the goods/resultant articles in such a way as to clearly show our ownership thereof. Until the property in the goods/resultant articles passes to the purchaser, the purchaser shall only be entitled to sell and deliver the goods/resultant articles to one of his customers with our written consent and, in this event, the purchaser shall account to us without deduction for the proceeds of all such sales and shall, if we so require, assign us to all claims which he has against his buyers resulting from these sales. Notwithstanding the above provisions, unless otherwise specifically agreed by us in writing to the contrary, the risk in the goods shall pass to the purchaser: (a) Where the purchaser or his representative collects the goods from our works, as soon as the goods leave our works, or (b) Where the goods are to be delivered by us to the purchaser upon such delivery being made.

9.12 No forbearance, indulgence or waiver by us or granted to the purchaser whether in respect of these Conditions or otherwise in any way affect or prejudice our rights against the purchaser or be taken as a waiver of any other of these Conditions apart from the particular Conditions so waived (if any).

#### **10.0 Cancellation Rights, Returns and Refunds**

**10.1** As stated above notification of cancellation must be in writing, a telephone call is not a valid cancellation.

**10.2** No right of cancellation exists for bespoke projects, once production has commenced.

**10.3** Damaged or missing goods must be reported, in writing with photographic evidence, within 24 hours of receipt. You are responsible for paying any postage or shipping costs incurred when returning the product.

**10.4** We recommend that all returns where the items are deemed defective be sent by registered post, so that a record of the return is available for you.

**10.5** We will not be liable for any items lost or stolen in transit to us.

#### **11.0 Customer Complaints**

We endeavour to respond to all customer complaints or queries within five working days. All complaints must be notified to us in writing by email or telephone.

#### **12.0 Liability**

**12.1** Under no circumstances shall we be liable to the purchaser for loss of profit or other financial loss, damage to property, expenditure incurred on the goods supplied or any consequential or special loss or damage sustained by the purchaser as a result of any breach by us of any of the provisions of this contract.

#### **14.0 Product Disclaimer**

Where artwork is supplied on-line or via email with no colour standard, only basic colour corrections are made. We will provide a best instant match from the incoming data within the limits of 4 colour ceramic printing. We recommend that a proof is vital for mutual confidence and the establishment of a control standard.

#### **15.0 Variation**

We reserve the right to vary these terms & conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website, or on any formal quotation.

#### **16.0 Severability**

The foregoing paragraphs, sub-paragraphs and clauses of these terms & conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.