

TERMS & CONDITIONS

1. The quoted price for the goods may be varied by Galpeg Limited trading as Better Branding ("the Seller") and the current price for any goods ordered will be the price applicable at the date of the placing of the order ("the prevailing price") which price will be notified to the Buyer prior to the acceptance by the Seller of the Buyer's order. Any order received by the Seller to purchase goods shall be deemed to be an offer to purchase the goods at the prevailing price and for the avoidance of doubt notification of the prevailing price to the Buyer shall not be deemed to be a counter-offer.
2. Acceptance of any order shall be by means of any written acknowledgement whether or not it seeks to impose new conditions (unless clearly stated on its face to be a counter-offer).
 - (a) The Seller shall not be obliged or required to accept any alteration or amendment to an order or any of the items and conditions thereof but in the event of such alteration and amendment accepted by such shall be valid only if evidenced by email, letter or fax by the Seller.
3. The prices which will be quoted prior to the acceptance of the Buyer's order by the Seller are and will be exclusive of:
 - (a) Value Added Tax which will be charged in addition to the Buyer's price at the rate for the time being prevailing.
 - (b) Postage and carriage which will be charged in addition to the prevailing price at the rate prevailing at the time of the delivery of the goods.
 - (c) The cost of preparing proofs and making die screens, jacquards, tools, masters, engraving and setting up costs in connection with any of the foregoing price of which works will always be priced separately and shall be payable in addition to the prevailing price of the goods provided always that such items shall be and remain the property of the Seller.
4. The description of the various items contained in any promotional material, campaign poster or circular are given by way of and for the purpose of identification only and the use of the said description shall not constitute a sale by description.
5. Notwithstanding that any sample has been exhibited or inspected by the Buyer it is hereby declared that the Seller exhibits such samples and permits the inspection thereof by the Buyer solely to enable the Buyer to judge for himself the quality of the bulk and not so as to constitute a sale by sample. The Buyer takes any goods purchased from the Seller at his own risk as to their correspondence with any sample and generally as to their quality, condition or fitness of sufficiency for any purpose.
6. The Buyer shall inspect the goods immediately upon delivery thereof into the Buyer's possession (as hereinafter declined) and shall within seven days of such delivery give notice in writing to the Seller of any matter or thing by reason whereof it is alleged that the goods are not in accordance with a contract between the Buyer and the Seller. If the buyer shall fail to give such notice the said goods shall be deemed to be in all respect in accordance with the contract and the Buyer shall be bound to accept and pay for the same accordingly.

7. Delivery shall be deemed to have occurred when the goods have been delivered to the place of delivery specified by the Buyer at the time such goods are ordered.
8. The Seller shall not be liable for any loss, damage, injury, failure or delay in delivery due to any event of circumstances whether arising from natural causes human agency or otherwise beyond the control of the Seller or its supplies or Sellers of raw materials to its Sellers including, but without prejudice to the generality of the foregoing, inability to obtain raw materials, enemy action, acts of war, civil commotion, accidents, plant breakdowns, interference by labour strikes, lockouts, acts of God or government, aircraft explosion, flooding, malicious mischief or theft or any restrictive regulation order act or omission or operation by any local or municipal authority or government department.
9. All goods ordered by the Buyer shall unless the Seller agrees in writing be paid for by the Buyer prior to delivery of the said goods hereby sent by the Seller to the Buyer and in the case of goods ordered by a specific design or specification of the Buyer on acceptance by the Seller of the order. Interest at a rate of 4% above NatWest Bank Base Rate with half yearly stops may be charged by the Seller in its absolute discretion from the date payment shall be due until payment is received.
10. The Seller shall be deemed to have performed the contract with the Buyer for the sale of goods if the quantity it delivers is within the range of 10% less and 10% more than the quantity specified in the said contract unless the Buyer specifies only the exact quantity is to be supplied.
11. In the event that the Seller performs its contract in accordance with clause 10 hereof the price of the goods shall be varied in accordance with the variation in quantity and the Buyer shall pay the price so varied. Reference in these Terms and Conditions to the prevailing prices shall include the prevailing price so varied.
12.
 - (a) Risk in the goods passes when they are delivered to the Buyer.
 - (b) Notwithstanding the earlier passing of risk title in the goods shall remain with the Seller and shall not be passed to the Buyer until the amount due under the invoice for them has been paid in full.
 - (c) Until title passes the Buyer shall hold the goods as bailee for the Seller and shall store or make them or they can at all times be identified as the property of the Seller.
 - (d) The Seller shall be entitled at all times before the title passes to repossess all or any of the goods and for that purpose to enter any premises of the Buyer.
 - (e) Until the title passes the entire proceeds of sale of goods shall be held in trust for the Seller and shall not be mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Seller's money.
 - (f) The Seller shall be entitled to maintain an action for the price of any goods notwithstanding that title to them has not passed to the Buyer.
 - (g) All manufacturer's warranties for goods supplied in a contract shall be applicable. The Seller will endeavour to support the Buyer in the event of any claim under such warranties. No additional warranties in relation to such goods shall be provided by the Seller to the Buyer.
13. Copy or design shall be delivered to the Seller for approval with order and:
 - (a) The Buyer covenants that he holds any necessary permission or consent to the copyright or title to such copy or design and that he can authorise the use thereof for the purpose of the subject matter of this order.
 - (b) The Buyer.

- (i) Covenants that it has the full legal copyright or the written consent from the lawful owner of such copyright to use for the purpose of the design logo or wording in all illustration materials and copy matter supplied or to be supplied to the Seller and that nothing contained herein is of a libelous nature, nor in any way infringes the Trade Description Acts or the Data Protection Acts or any statutory or common law which does or might render the Seller liable in any way for breach and shall fully indemnify the Seller against all actions, costs, claims and demands arising from such breach.
 - (ii) Shall keep harmless and indemnify the Seller against all claims, demands, loss, charges, costs and expenses howsoever arising against the Seller resulting from action or instructions of the Buyer or persons authorised by it.
 - (iii) Will be solely liable for meeting and requirements of the law for the time being with regard to all goods and services provided.
 - (iv) A Buyer who is in an agency recognised as such by the Seller shall be deemed as contract as a principal in all respects and as such will be responsible for the payment of accounts and will be assumed to have full authority in all matters connected with the placing of orders and the approval of amendment of copy or design.
- (c) The Seller shall make alterations or vary the order or design as the Seller shall think fit to enable the order to be fulfilled.
14. These Terms and Conditions shall be incorporated into the contract to the exclusion of any Terms and Conditions stipulated or referred to by the Buyer and neither the Buyer nor the Seller shall be bound by a variation _waiver of or addition to these conditions except as agreed by both parties in writing and signed on their behalf.
15. Any notice given by the Seller to the Buyer shall be deemed to be effectively served if sent by prepaid post addressed to the Buyer at the Buyer's address set out attached or at the Buyer's last known place of business or abode in the United Kingdom or in the case of a Seller at the Registered office as the same may require but the modes of service herein provided shall not be obligatory.
16. It is agreed and declared that this agreement contains all the Terms and Conditions between the parties hereto and that the Seller has made no warranty (oral or otherwise) except as expressively stated herein.
17. In the event of any dispute arising between the Seller and the Buyer the proper law of contract shall be English law and the forum for the resolution of any such disputes shall be the Courts of England and Wales.
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