

EDINBURGH DIGITAL PRINTING

Terms and Conditions of Sale

1. Unless otherwise expressly agreed in writing, all goods are sold upon the following terms and conditions to the exclusion of any terms and conditions of the Purchaser, and no agent or representative of **EDINBURGH DIGITAL PRINTING** (the Company) has any authority to vary or omit, part of or all of, these conditions. Placing an order and subsequent acceptance of delivery of the goods shall constitute acceptance of these terms.
2. **About Us** - Edinburgh Digital Printing are completely dedicated to your total satisfaction. If you have any suggestions or comments please email us at enquiries@edprinting.co.uk.
3. **Payment** - We accept payment by cash, cheque or by using credit card (VISA, Mastercard), debit card (Switch/Maestro, VISA debit, VISA Electron, Solo) via Paypal. If requesting to pay via Paypal an invoice will be raised. Alternatively if you have applied for, and been accepted for a credit account, you will have an option to buy 'on account' and can simply request an invoice when ordering. Online payment can be made via Paypal, if wishing to pay by this method please request a Paypal invoice. This will allow online secure and safe payment.
4. **Credit terms** - if you have applied for, and been approved and accepted for a credit account then our terms are NET payment within 30 days from date of invoice unless agreed otherwise by us in writing. Interest will be charged on late payments in accordance with Sections 5A and 6 of the Late Payments of Commercial Debts (Interest) Act 1998. Failure to abide by our agreed terms will result in credit facilities being withdrawn and possible legal action.

On high value / custom orders or orders for large bespoke exhibition systems our terms will be 50% with order and 50% prior to delivery for cash customers or 50% with order and 50% on usual credit terms for customers with an approved credit account.

We make no apologies for strict payment policy. This is for the benefit of all our customers and enables us to continue to offer an efficient and competitive service. We cannot accept that we will only receive payment once you have been paid.

5. **Credit Limit** - If you are accepted for a credit account we will advise you of your allowed credit limit at the time of approval. We reserve the right to vary and/or withdraw this facility at any time at our discretion and without any liability to you as the customer.
6. **Credit Information** - By applying for credit account facilities you authorise us to make enquiries from time to time as we deem necessary to obtain information and/or investigate creditworthiness and solvency. Including enquiries with persons or companies nominated as trade referees, bankers, any other credit provider, credit reporting agency or related information service.
7. **Suitability of goods** - No representation or warranty is given as to the suitability of any goods for particular purposes unless clearly stated. You should satisfy yourself as to any specific suitability prior to placing your order. If in doubt please contact us for further details.
8. **Prices** - Prices are based on current costs of production and materials and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any changes in such costs. Wherever possible you would be notified of any changes.
9. **Minimum artwork charge** - There will be a minimum artwork/design charge of £10.00 for any work undertaken.
10. **Preliminary Work**
Any work carried out whether experimentally or otherwise, at the customers request shall be charged, unless previously agreed in writing.
11. **Proofs with print orders** - if you do not send inkjet, laser or PDF proofs with your print order we can only output your file on the understanding that we have nothing to visually check against and you agree to accept the prints we anticipate as being correct.

12. **Printed Proofs** - Proofs may be ordered during the processing of any print work for you to check for colour accuracy, quality and visual content. We accept no liability for any errors not corrected by you after on inspection of these, and any alterations and subsequent proofs will be charged extra. We recommend you always order a proof if you want to be certain the final prints will be as you anticipate. If proofs are not requested then you specifically agree to accept any print we produce unchecked and at your own risk.
13. **Additional Fees** - These may be charged when:
- a) During production you request amendments, additions or deletions. Charges would be based on time and materials at our standard hourly rates.
 - b) Jobs which have been allocated equipment and personnel do not arrive by the agreed time resulting in under-usage of our resources. Charges would be made at 25% of the value of the job with a minimum charge of £25.00.
 - c) Changes are made to the job where the style, type or layout have been left to our judgement. Charges would be based on time and materials at our standard hourly rates.
 - d) Files supplied contain numerous fonts, over sized photos or complex graphics and take more time than is reasonably expected to process for print. Imaging time charge of £50.00 per hour or part thereof.
 - e) Files supplied are not to our specifications according to our current artwork guidelines and require additional work prior to being suitable for processing. Every attempt will be made to contact you for further instructions during normal working hours. However if we cannot contact you or if due to a requested deadline we are working outside normal hours we will rectify your files and you will be charged at our standard hourly rates for any time taken.
 - g) On receipt of proofs printed from your digital artwork you decide to amend your files and resubmit artwork again. A Reprocessing and RIP charge based on time taken with a minimum of £12.50 may be made for processing the replacement amended file. Any extra proofs requested will be at standard rates.
14. **Cancellations** - Any order that has been accepted by us may not be reduced or cancelled after acceptance without our agreement in writing.
15. **Shipping And Handling** - All our products are delivered by DHL or Citylink when carrier delivery is requested, or are posted via the selected Royal Mail service. You can also collect in person from our premises in Edinburgh (EH14 7HD) Monday to Thursday after 6.00pm, Friday after 2pm. We do not open at weekends but you may contact us on our standard telephone number.
16. **Accepting Deliver by Carrier** - Your purchase will be checked before packing and will leave us in good condition. It will then be fully insured whilst in transit to you. However it is a condition of the insurance contract, and therefore your responsibility to ensure that you, or anyone receiving goods on your behalf, check all goods delivered by carrier before signing for and accepting them. If ANY damage is found, you MUST sign and mark the carriers delivery note as 'damaged' and report to us within 24hrs of delivery.
- If the delivery note has been signed for as 'accepted in good condition', or in any other way then you will be in breach of this contract and be effectively invalidating the insurance you will have waived all right to claim for any repair or replacement.**

This is particularly important for large format panels; especially those mounted on boards and stretched canvases. These are produced typically as custom 'one offs' and because of their size and the fact that they can be difficult to handle can be susceptible to damage in transit. The slightest mark or scratch may mean that the panels are not 100% and are possibly then not acceptable. All such deliveries will be clearly labeled with the above terms and in many cases we may insist that you sign a delivery terms sheet to ensure you understand this.

17. **Delivery Schedule** - Approximate turnaround and lead times are shown alongside the individual products on our website. Please also allow for your chosen delivery method. If a delivery date is very important please contact us first and we will be happy to advise if we can meet your requirements.

We will use our best endeavors to deliver at the time stated but all delivery dates shall be regarded at best as estimates only. As the purchaser you must accept the actual delivery date and we shall not be liable for any losses, costs, damages or expenses suffered by you the purchaser or any other party as a result of any delay in delivery. Especially in cases where third parties i.e. subcontractors or carriers are involved. Neither will any such failure to meet a delivery date constitute a breach of contract on our part.

18. **Back Orders** - If your item is not in stock, we will place it on back order for you. In the event that delivery will take longer than our normal schedules you will always be emailed with the option to cancel your order if you would rather not wait.
19. **Guarantees/Warranties** - All of our exhibition system products come with a 5 year guarantee unless stated otherwise. Although please note this does not include the printed panels or damage due to normal wear and tear.

All new hardware products come with full appropriate Manufacturers warranties.

All secondhand/refurbished systems and peripherals have the relevant warranty period stated in the product description. Please ensure this is acceptable before purchasing. Please note that second hand units may have minor marks/scratches or security markings on the cases. This is sometimes inevitable as it will have been caused by general wear and tear. It will not affect performance in any way.

All warranties unless stated otherwise are 'return to base'. In the event of any problem or fault please contact us in writing within 7 working days stating the nature of the problem or fault. You will then need to return the product to us. We will repair or replace at our discretion. Should this not be possible for any reason we will refund the purchase price. We reserve the right to declare void any warranty claim where the claimant does not allow us reasonable opportunity to fully inspect the product, application and circumstances of the product.

A re-stocking fee of 10% will be charged for any goods returned for any other reason.

We exclude to the full extent allowed by law, all liability of any kind whatsoever to the purchaser or any other party, for any loss, damage or loss sustained or incurred by the purchaser or any other party in consequence of, or resulting by, directly or indirectly, the supply of, use of, or performance of any products or services for whatever reason whether arising out of any breach by the company of any contract incorporating these Conditions or negligent or wrongful acts by the Company or its servants or its agents in connection with its products and or its services, and limits any liability that it might nevertheless have to a maximum amount being the invoiced price of the products or services in question.

20. **Customers Property** - All property supplied by you, or on your behalf, shall while it is in our possession, or in transit be deemed to be at your own risk unless otherwise agreed and you should insure accordingly.
21. **Sub-contracting** - We reserve the right without prior notification to sub-contract all or part of any of the services we offer.
22. **Reaching Us** - If you need to reach us, please email us on enquiries@edprinting.co.uk alternatively, you can call on 07900 912763 or write to us at Edinburgh Digital Printing, 7 Greenfield Crescent, Balerno, Edinburgh EH14 7HD UK.
23. **Returns Policy** - With the exception of all custom manufactured display systems, custom printed items and custom printed graphic panels from artwork supplied by yourselves, or created by our design team, which cannot be cancelled once ordered, you have the legal right to cancel your order within seven working days of receipt of the goods. You may cancel your order only by:

(1) sending a written notice of cancellation by e-mail, fax or post ensuring that you quote your name, address and customer reference number.

(2) where you have received the goods already, by ALSO returning all the goods unused and in the original packaging together with the original invoice within 7 working days from the date you received the goods.

Provided that the goods you wish to return are received in the condition that they were in when delivered to you we will then refund the purchase price of the goods less a 10% restocking fee. Please note that you will be responsible for the costs of returning the goods to us by a recognised traceable system (Carrier or Royal Mail Special Delivery) unless we delivered the item to you in error.

NB Under the terms of the distance selling directive you as the customer have a duty of care for the goods whilst they are in your possession.

Once we receive notification from you that you wish to withdraw from the contract (in accordance with these terms) any sum debited from your credit or debit card in relation to your order less a 10% restocking fee will be re-credited to that credit or debit card account as soon as possible, and in any event within 28 days of your order,

If goods are returned to us because of a fault and our engineers do not find a fault with the product, or if the fault is not covered by the manufacturer's guarantee then you will be charged the full cost of the inspection and any associated delivery and repair costs as applicable.

24. **Damaged Goods** - In the unlikely event that you receive goods which were not what you ordered, or which are damaged (see shipping & handling clause above) or defective, or are of a different quantity to that stated, we shall, at our discretion, make good any shortage, or replace, or repair any damaged or defective goods, or refund to you the amount you paid for the goods in question PROVIDED THAT you notify us of the problem in writing within 7 working days of delivery of the goods and have returned the goods to us within 14 days thereafter in the original packaging. We will refund the costs of postage in relation to returned goods that are genuinely damaged or defective at our discretion. This does not affect your statutory rights.
25. **Photographs of work we have produced** - As part of our quality control procedures we photograph all display and exhibition systems during final assembly checks. We reserve the right to use any such images on our website and in our printed promotional materials unless you have specifically requested otherwise in writing.
26. **Conditions** - We are not bound by customers own purchase order terms and conditions. Our full terms and conditions apply unless otherwise agreed by us previously in writing.
27. **Title** - ownership of goods or products shall not pass to the Customer until full payment is received.
28. **Account Customer Restructure** - If you have been approved for a credit account with us and subsequently change your: company name, registered or trading business address or directors you must notify us in writing. Failure to do so may result in immediate removal of your credit account facilities and reinstatement will only be considered on submission of a new account application form.
29. **Insolvency** - If the Customer ceases to pay his debts in ordinary course of business or cannot pay his debts as they become due or, being a company, it 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 him, "The Company" without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the Customer, such charge to be an immediate debt due to it, and (ii) general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on expiration of fourteen days notice to dispose of such goods or property in such a manner and at such a price as it thinks fit and to apply the proceeds towards such debts.
30. **Illegal matter** - We will not process any matter which in our opinion is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights of any third party. We shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material processed for the Customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
31. **Force majeure** - We will not be liable for breach of contract arising from or caused by, directly or indirectly, force majeure, war, strikes, riots and civil commotions and nature disasters.
32. **Law** - These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of Scotland.