

CONDITIONS OF BUSINESS OF SAXOPRINT LIMITED

Important Notice

Orders will be processed exclusively on the basis of the following general terms and conditions ("Conditions") of Saxoprint Limited. Saxoprint Limited products are not intended for individuals under 18 years of age.

Your use of our Website to buy products and services ("Products") from us is governed by these Conditions, our Website's Terms of Use and our Privacy Policy, which you must read and agree to before placing an order.

General Information about us

Our name:

Saxoprint Limited

Gainsborough House, 81 Oxford Street, London W1D 2EU, United Kingdom

Tel: 0808 23 44 752; Fax: 0207 90 35 333; E-Mail: service@saxoprint.co.uk;

www.saxoprint.co.uk

Our registered office address: 1 Bedford Row, London WC1R 4BZ, United Kingdom

We are a limited company registered in England and Wales under company registration number 6325849.

We do not belong to any trade organisations, professional bodies or supervisory authorities, nor do we subscribe to any particular codes of conduct.

How to make a Contract with us

1. These are the steps you need to take to conclude a Contract with us.

(A) Check variable information such as prices.

2. Note that this variable information is known as an "invitation to treat" and not a contractual offer from us which you may accept. This means we reserve the right to correct any errors in that information without any liability to you. It also means that in no circumstances will we be contractually bound to supply you with Products on the basis of any incorrect information, even if that information is repeated in your offer to us ("Order").

(B) Make sure you read and understand our terms.

3. It is your responsibility to read the legal terms on our Website carefully and to raise any problems with us before you place your Order. That includes these Conditions, our Terms of Use and our Privacy Policy.

4. Please note that our Website is intended for customers within the territory of the United Kingdom only and we will therefore not accept Orders from customers outside the United Kingdom. You may further not use our Website to place Orders if you are under 18 years of age. If you accept the legal terms referred to in Condition 1.3 on behalf of a corporate buyer, you represent that you are authorised to do so. If you are not so authorised, nor deemed in law to have such authority, you assume sole personal liability for the obligations set out in those legal terms.

(C) Complete your Order.

5. You will be responsible for selecting the Products you wish to buy, for supplying and maintaining a functioning e-mail address, your delivery address, for telling us how you wish to pay and for giving us any other information we request to enable us to fulfil your Order and comply with the Contract. All information you submit to us must be adequate, relevant, accurate and up to date. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE III OF THESE TERMS.
6. You may pay online by Pay Pal or by any other means as set out on our Website.
7. When you have completed your Order, you will be shown a copy on screen. It is your responsibility to check your Order carefully to identify any errors and to correct them prior to placing your Order. The Website allows you to cancel your draft Order, and to edit any details and once you have finished checking and correcting your Order, please print out a copy before placing it.

(D) Place your Order

8. You may place your Order by clicking on the "Place Order" button.
9. We will acknowledge receipt of your Order on the Website and by e-mail, in each case promptly. This is not our acceptance of your Order, but a confirmation of its receipt.

(E) Wait for our Acceptance of your Order.

10. You may not assume we have accepted your Order until we send you an acceptance in electronic form ("Acceptance"). Only if and when you receive our Acceptance will we have made a binding legal Contract with you.
11. If you pay by credit or debit card or by using the pre-payment option described on our Website, you may receive an acknowledgement from our payment processor, advising you whether or not your payment has been authorised. This acknowledgement relates to your payment only and is not our Acceptance of your Order.

12. We will be entitled to refuse to accept your Order if in our sole discretion we consider it necessary. If that happens we will let you know as soon as we can. If we accept your Order, we will send you an Acceptance promptly.

II. Other information about the Contract

1. We can only conclude the Contract with you in English, and not in any other language.
2. The Contract between us will consist of (1) these Conditions, (2) your Order and (3) our Acceptance. There can only be a Contract between us if all these elements are present.
3. Subject to the elements described in Clause II.2. being present, the Contract will come into effect on the date of our Acceptance.
4. The Products we supply to you shall be subject to any restrictions set out on our Website or in the Contract.
5. We will not file the concluded Contract between us online and you should therefore print out and retain copies of each element of the Contract.
6. You may cancel an Order that we have accepted or cancel the Contract only in accordance with clause VII of these Conditions.
7. These Conditions shall take precedence over and exclude any other terms and conditions you seek to impose.
8. We may update or change these Conditions from time to time without notice and the date of the most current version is that set out at the top of these Conditions. You must read them each time you place an Order with us through our Website.
9. We also reserve the right to make any changes without notice to our Terms of Use, our Privacy Policy, other information on our Website and the specification of the Website in order to comply with any applicable legal or regulatory requirements, in the interests of good business practice, or to improve the design or functionality.

III. Printing data, Obligation to review

1. You must ensure that the information and data concerning the printing of the Products ordered by you ("Printing Data") which you submit to us complies with the format requirements ("Format Requirements") described in this clause III. We will not accept any responsibility or liability for any colour variations, irregularities or other defects whatsoever of the Products ordered by you which are caused as a result of your Printing Data not complying with the Format Requirements.

FORMAT REQUIREMENTS:

We can only accept Printing Data in closed file formats such as PDF, JPEG, TIFF, EPS and PS;

- (a) Printing Data comprising of multiple pages (e.g. flyers) will not be edited by us and must be provided fully assembled and in a layout format correctly displaying the intended final version of the Product;
 - (b) Printing Data for stapled products (e.g. brochures etc) must be provided as separate pages;
 - (c) When deciding on the size and format of your ordered Product, you should always allow a margin of at least 3 mm on each side of your document. If your Printing Data comprises logos, written text or similar elements, a 5mm margin on each side of your document should be allowed by you as otherwise such logos, written text or similar elements might be partially cut off and might not display correctly.
 - (d) Printing Data must be provided in grey scale or in CMYK mode only.
 - (e) If your Printing Data is in PDF format and contains written text then such text must be either embedded in the document or must be converted into curves.
 - (f) Printing Data must have a resolution of at least 300 dpi. Written text with font size 8 or smaller must have a resolution of at least 600 dpi.
 - (g) Printing Data must not contain printing help signs and graphics must not include hairlines.
 - (h) For brochures with a folded "6-page envelope" (as shown on our Website), the envelope front cover must be shorter than the other pages of the document.
2. Unless you have ordered an Art Work Check in accordance with clause III 5 below, we reserve the right to convert or adjust any unsuitable Printing Data into a suitable format as we see fit or to cancel the Order in accordance with clause VII of these Terms.
 3. We are unable to accept Printing Data in RGB mode and any such data will be automatically converted into CMYK mode. We will not accept any liability for any possible colour variations occurring as a result of such conversion.
 4. Any additional costs incurred by us as a result of Printing Data not complying with the Format Requirements shall be borne by you. We will where reasonably possible inform you by e-mail in advance of any such additional costs.

5. Our Website gives you the option to have your Printing Data checked by us ("Art Work Check") whether it complies with the Format Requirements set out above. As part of the Art Work Check we will check whether the Printing Data provided by you has the correct format and side margins, the correct resolution and the correct CYMK colour spectrum. We will further check whether any written text contained in your Printing Data is correctly embedded and we will check for existing halftones and transparencies and whether the joining up of levels contained in your Printing Data is necessary.
6. If following an Art Work Check your Printing Data is found not to comply with the Format Requirements we will give you the option to
 - (a) have the Printing Data adjusted by us (to the extent this is possible) so that they comply with the Format Requirements; or
 - (b) to submit corrected Printing Data which complies with the Format Requirements; or
 - (c) to instruct us to proceed with your Order on the basis of the incorrect Printing Data submitted by you.
7. Where we agree to use Printing Data which does not comply with the Format Requirements we will not accept any responsibility or liability for any defects or deficiencies whatsoever of the Products ordered.

IV. Price of the Products and Payment

1. The price payable for the Products will be calculated in Pounds Sterling.
2. The prices on our Website are inclusive of Value Added Tax ("VAT") and further include the costs of packaging and delivery within the United Kingdom, save that for Orders of free business cards (as per our Website) an additional fee of £6.50 to cover packaging and freight costs will become payable by you. Any bank charges incurred by us (if any), including, without limitation, bank charges for refunds (if any) shall be for your account. We will only make any refunds if you provide us with correct and functioning bank account and sort code details.
3. If you obtain a price quotation on our Website in respect of an Order, such price will remain valid for a period of 14 days provided that during such period the Order in respect of which the price quotation has been obtained remains unchanged and subject to our right to correct prices in accordance with Clause 1.2 of these Conditions.
4. We will send you an invoice by e-mail in respect of the fee for the Products ordered. As shown on our websites payment must be made by PayPal or by way of pre-payment. Therefore, it's not possible to pay after receiving the Products or upon delivery.

5. Subject to our obligation to supply the Products at the price stated in a Contract and subject to clause III.3 we reserve the right at any time to increase the list prices of the Products and to change the range of Products available. We will endeavour to give you as much notice as we can of changes to the range and any increase in prices.
6. You will not be entitled to alter an Order after it has been accepted by us. If you request any alterations to an Order accepted by us, we reserve our right to either reject such alterations, or if acceptable to us, to charge you for any additional work undertaken by us and any costs and expenses (including, without limitation, any machine down-time or extra time) incurred as a result of such alterations at our standard rate of £35 per hour excluding VAT (minimum chargeable period is 15 minutes) or at such other rate or price then agreed with you in respect of the requested alteration. Any such agreement shall only be binding on us if expressly confirmed by us in writing.
7. We will charge you at our standard rates set out on our Website for any samples, drafts, specimen and any changes of any data requested by you.
8. In the event of exceptionally large orders, or if we have reason to believe that you may be or become unable to fulfil your payment obligations to us, we might at any time before or after the conclusion of a Contract ask you for adequate payment in advance.
9. If you fail to make any payment (including any payment in advance requested by us) on the due date then, in addition to any other right or remedy available to us, we shall be entitled to:
 - (a) cancel the Contract or suspend any further production of Products and deliveries to you;
 - (b) appropriate any payment made by you to such of the Products (or Products supplied under any other Contract with you) as we may think fit; and
 - (c) charge you interest (both before and after judgment) at a rate of 8% above interest base rate of HSBC Bank Plc from time to time until payment is made in full.
10. In addition to the remedies in Clause III.9., we will have a lien over any materials, documentation and information supplied by you until full payment of any sums owed to us under any Contract has been received.

V. Delivery

1. The Products you order will be delivered within the territory of the United Kingdom (except Jersey, Guernsey, Sark, Alderney, Herm and Gibraltar) to the address you give when you place your Order. We will not deliver to any location expressly excluded on our Website and outside of the United Kingdom.
2. If there is no one at the address given who is competent to accept delivery of the Products (all Products must be signed for on delivery by an adult aged 18 years or over), you will be notified that an attempt to deliver the Products was made and you will be given the option to either arrange for a further delivery at your cost, or to collect free of charge the Products from the nearest depot of our freight forwarder.
3. Every effort will be made to deliver the Products as soon as possible after your order has been accepted and in any event within 30 days from receipt by us of all information we require from you in order to complete your Order. Delivery dates shall only apply if these have been expressly confirmed by us by e-mail or otherwise in writing. However, we will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery or if such delay is caused by you.
4. We will use reasonable efforts to deliver the correct quantity of Products ordered. Variations in Product quantities are, however, inherent in the printing process and although we will endeavour to provide you with the accurate quantity of Products ordered, a variation of +/- 10% ("Permitted Error Margin") of the total quantity ordered shall be deemed permitted and shall not entitle you or us to bring any claim for underpayment or short delivery as the case may be. For orders of paper not available through our website, the Permitted Error Margin shall be +/- 20% for Orders up to 1,000 kg of Product, and +/- 15% for Orders over 1,000 kg of Product (or such other margins as agreed by us by writing).

VI. Risk and Ownership of Products

1. You will become responsible for the risk of loss or damage to the Products ordered once they have been delivered to you.
2. You will become owner of the Products once we have received from you payment of the price for the Products in full.
3. Until such time the property in the Products passes to you, we may at any time require you to deliver up the Products and if you fail to do so forthwith, enter your premises to repossess the Products.
4. If the Products are sold by you before they have been paid in full, you shall hold the proceeds of the sale on trust for us in a separate account until any sum owed to us has been received by us in full.

VII. Cancellation

1. We shall be entitled to cancel your Order and any Contract if:
 - (a) in our reasonable opinion the Product or any of its contents are of an illegal, offensive or libellous nature, or
 - (b) you order Products that become unavailable, in which case we are not obliged to provide substitute Products or substitute services but shall inform you of the unavailability, or
 - (c) you do not pay us the price due for the Products by the due date; or
 - (d) the Printing Data does not comply with the Format Requirements (the terms "Printing Data" and "Format Requirements" are both defined in clause III of these Conditions) and you either fail under clause III of these Conditions within a reasonable time after being requested by us by e-mail to submit suitable Printing Data or to provide us with your instructions to proceed with your Order using the Printing Data submitted by you.
2. You acknowledge that the Products are of a bespoke nature made to your order. Therefore you will not be entitled to a "Cooling-off Period" during which you can cancel the Contract and return any Products ordered without incurring liability for the agreed price for the Products.
3. Notwithstanding clause VII 2, you may cancel an Order after it has been accepted by us until shipment of the ordered Products by giving notice to us in which case you will be liable to us for all our costs incurred through our performance of your Order up to and including the date of your cancellation (such costs will be visible for you in your designated customer area on our Website), but in any event your minimum liability in the event of your cancellation shall be 20% of the total price agreed to be payable for your Order.

VIII. Our Liability

1. Subject as expressly provided in these Terms, and except where Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
2. Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976), your statutory rights as buyer are not affected by these Conditions.
3. A claim by you which is based on any defect in the quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by you) be notified to us within seven days from the date of

delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and you do not notify us accordingly, then you shall not be entitled to reject the Products and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.

4. Where a valid claim in respect of any of the Products which is based on a defect in the quality or condition of the Products or their failure to meet specification is notified to us in accordance with these Conditions, we shall replace the Products (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Products (or a proportionate part of the price), in which case we shall have no further liability to you.
5. Except in respect of death or personal injury caused by our negligence, or liability for defective Products under the Consumer Protection Act 1987, we shall not be liable under or in relation to this Contract or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation) for any technical, factual, textual or other typographical inaccuracies, errors or omissions in information on the Website, for any loss or damage arising from the use of your credit or debit card on the Website, for the unavailability of the Website (or any part of it), for any delay in providing or failing to supply the Products, or for any loss of profits, loss of business, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, loss of, or loss of use of any software or data, or computer or other equipment or plant, wasted management or other staff time, losses or liabilities under or in relation to any other contract or any indirect, consequential loss or damage (including loss or damage suffered by you as a result of an action brought by a third party).
6. Our liability under or in connection with any Contract shall not exceed the price for the Products, except as expressly provided in these Conditions.
7. Products requiring colour printing may differ slightly from the original or from Products of a different batch of Products produced for you under a previous order by you and any such minor differences are inherent in the printing process and shall not entitle you to reject such Products or to bring a claim for a defect in the quality or condition of the Products or failure to correspond with the agreed specification under Clause VIII 3 of these Conditions.
8. We expressly agree that should any limitation of liability Condition or provision contained in the Contract be held to be invalid under any applicable legislation (primary or otherwise) or rule of law by reason of some part of that Condition or provision it shall, to that extent, be deemed omitted, but if we thereby become liable for loss or damage which would otherwise have been excluded or limited, as the case may be, such liability should be subject to the other applicable limitations and provisions set out in these Conditions.

IX. Confidential information

You should be aware that with the exception of credit or debit card numbers and the information we specifically request of you to enable us to enter into a Contract with you, we do not wish to receive any information of a confidential or proprietary nature from you through this Website and any such information you send to us will be deemed by us not to be confidential in nature.

X. Storage

Any materials, documentation and information supplied by you under any Contract will (unless agreed otherwise) be stored by us only until the date of delivery of the Products you have ordered, after which they will be destroyed without further notice to you.

XI. Business to Business Transactions

In business-to-business transactions ("B2B") we will apply established trading practices of the printing industry and in particular (without limitation) will not release any tools or equipment or raw materials (other than samples of the Products Ordered) to you until full payment of the price for the Order has been received by us in cleared funds.

XII. Data Protection

1. We will take all reasonable precautions to keep the details of your Order and payment secure, but unless we are negligent, we will not be liable for any unauthorised access to information supplied by you.
2. We will use the information you provide about yourself for the purpose of fulfilling your Order and always in accordance with our Privacy Policy, unless you agree otherwise. We would like to notify you of our products we offer that may be of interest to you from time to time. If you would NOT like to be notified of these, please send an e-mail to service@saxoprint.co.uk. You can correct any information about you, or ask for information about you to be deleted, by giving written notice to us at the address, fax number or email address shown on our Website.

XIII. Indemnity

You agree to indemnify us and hold us and our employees harmless from any claim or demand, including reasonable legal fees, made by a third party that the Products or their contents infringe the patent, copyright, design, trademark or any other right of such third party.

XIV. Termination of Contract

We may terminate any Contract forthwith on giving notice to you if you fail to comply with any term or condition of any Contract, or if you become bankrupt or (being a company) enter administration or go into liquidation or cease or threaten to cease to carry on business.

XV. Limitation of Action

If you are a business customer, you hereby agree that any claim you may have against us arising out of or in connection with any Contract shall become time barred unless proceedings are commenced against us in a court of competent jurisdiction within 12 months from the date of delivery of the Products to you.

XVI. General

1. Any notice which is given under these Conditions shall be either by electronic communication or if by you, by pre-paid recorded delivery, addressed to us at the address in these Conditions and if by us by first class post addressed to you at the delivery address on your Order. Legal proceedings must be served by first class post or pre-paid recorded delivery only.
2. Any electronic communication, including your Order, our acknowledgement of receipt of your Order and our Acceptance shall be deemed to be received by us when we are able to access it and by you on the date the electronic communication has been sent by us.
3. You will be responsible for providing and maintaining at all relevant times a properly functioning e-mail address and (without limitation) it will particularly be your responsibility to ensure that your spam filter and/or other e-mail settings do not prevent receipt of or distort any electronic communications from us. Unless you notify us otherwise, we will use your e-mail address for any correspondence with you. With the exception of death and personal injury caused by our negligence, we shall not be liable for any losses or damages suffered by you as a result of your failure to comply with this clause.
4. If we choose to ignore a breach by you of these Conditions on one occasion, we may still take issue with you if you are in breach of the same or any other Condition after that.
5. If a court decides that any of these Conditions is legally unacceptable or ineffective in whole or in part, that shall not affect the other Conditions or part Conditions.

6. A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to the benefit of any of these Conditions, unless we agree otherwise in writing.
7. The laws of England shall govern the Contract, and you agree to submit to the non-exclusive jurisdiction of the English courts.
8. We will not have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond our reasonable control.

as at August 2009

You may view the sales-, shipping- and payment terms and conditions of Saxoprint Limited at the homepage www.saxoprint.co.uk, permanently save the file and watch or print the file offline at any time.