

LEOPARD PRINT LTD - TERMS & CONDITIONS OF SALE

Leopard Print appreciates you choosing us for your business. We aim to offer you value and great customer service throughout your journey with us.

Any quotations provided by Leopard Print will be invalid after 30 days if not accepted and will require a new quote.

Any price quoted by Leopard Print excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

The price quoted includes delivery (unless otherwise stated).

We reserve the right to adjust the price to reflect any increase to our cost of supplying the goods.

Specifications

If you have asked Leopard Print to produce goods to your specifications, you must ensure that:

- Your specifications are accurate
- Any tool, material or image forming part of your specifications is of good quality (minimum 300dpi) and resolution
- Goods produced to your specifications are fit for the purpose for which they are intended and
- Your specifications will not result in the infringement in any rights of a third party or the commission of a criminal offence

Colour Variations

Due to the variety of materials and the various printing processes used by Leopard Print and its suppliers no guarantee can be given to match exact Pantone/CMYK colours. Leopard Print will endeavour to match as closely as possible to any colour references. If no Pantone/CMYK match has been requested in writing, then the closest stock print colour will be printed.

If you wish to avoid colour variations, you must request a wet machine proof. Additional charges may apply for this service.

Proofs

Leopard Print will send proofs to you before completing your order.

You must check proofs carefully and tell Leopard Print if you approve the proofs or if you require any changes. There may be additional charges for example, if you seek to vary the order rather than simply amend the working proof.

On approval of a proof all liability for the content and finished effect passes to the customer.

Delivery

Delivery may take place either:

At our supplier's premises (via courier), or,
At our premises if you arrange collection or we arrange carriage

Leopard Print will confirm your nominated delivery address on placement of order.

You must inspect the goods on delivery and if you find that any goods are damaged or missing, you must inform us by writing within 5 calendar days of receipt of goods. You must give us (and any carrier) a fair chance to inspect the damaged goods and rectify.

Every effort will be made to deliver on time, but this cannot be guaranteed. You are advised to check all delivery addresses for booking and timing requirements.

If we fail to deliver within a reasonable time, you may cancel the contract, however this must be done before goods have been despatched and once the contract with Leopard Print has been cancelled, you will no longer have any claim under that contract.

If you accept delivery of the goods after the estimated delivery time the order will be fully chargeable.

Customs and Overseas Deliveries

For all our overseas deliveries we only use well known carriers including, but not limited to, UPS, DHL, FedEx. We aim to include all customs charges, however there may be times that the country of origin requires the recipient to pay for the goods to be released. If you are outside of the UK and place an order with Leopard Print you are confirming that you are aware there may be extra fees at your own liability.

Payment Terms

New accounts – full payment is required on placement of order. 30-day terms may be available following 3 positive payments alongside satisfactory credit checks.

Approved accounts - payment to be made in full within 30 calendar days of receipt of invoice unless Leopard Print has agreed special terms in writing.

If your order is of the nature that pre-payment is required, any delay in payment will result in an increase in the overall lead time for your order. Leopard Print cannot be held responsible for failure to fulfil a delivery date because of late payment. Production of orders will not begin until the invoice has been paid in full.

Warranties

Leopard Print Ltd warrants that;

- Goods will comply with their description on our quotation or delivery note and
- Will be free from material defect at the time of delivery

We reserve the right to make any changes in the specifications of our goods which are necessary to conform with any applicable safety or other statutory requirements.

If you believe we have delivered goods that are defective in any way, you must:

Inform us in writing within 5 calendar days of receiving the goods and

Allow us to investigate (we may need access to your premises and product samples in order to do this).

If the goods are found to be defective (after investigation) and you have complied with those conditions in full, we will, at our discretion either refund the cost, replace the goods, or offer an alternative.

Copies of our insurances are available on request.

Samples

We may require you to pay us a refundable deposit before supplying you with samples.

If we supply samples you must return them if we stipulate this in advance. Return must be at your expense and the samples must be in the same condition as when you received them.

Return of Goods

We will accept the return of goods from you only:

- By prior arrangement, confirmed in writing, by both parties
- Via one of our approved couriers, agreed in advance
- On payment of an agreed handling charge (unless the goods were defective when delivered) and
- Where the goods are in the same condition which you received them.

Cancellation

Leopard Print prides itself on expedient service. Therefore, if an order is cancelled after you have given us authorisation to proceed, you are obliged to pay us for all stock (finished or unfinished) we may then hold (or to which we are committed) for the order.

As a last resort, we may suspend or cancel your order if:

- You fail to pay us any money when due

- You become insolvent
- You fail to honour your obligations under these terms

Force Majeure

If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost), because of circumstances beyond our control, we may cancel or suspend any of our obligations to you without liability.

Examples of those circumstances include, an act of God, accident, explosion, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

General

Any notice required by either party under these conditions shall be in writing, addressed to the other party at its registered office or principal place of business.

Both parties agree to submit to the exclusive jurisdiction of the English Courts. The contract shall be governed by and construed in all respects in accordance with the laws of England.

Indemnity

The customer acknowledges that Leopard Print operates all contracts in reliance upon the provisions of these terms and conditions. This indemnity shall cover all consequential and indirect losses suffered by the company and we shall have no duty to mitigate any such loss.