**Cardiff Bay Print**

**TERMS AND CONDITIONS SECTION 1**

**1.1 QUOTES**

Quotes are valid for the goods specified in them and for 14 days from date of quote. Alterations may incur a cost increase, which will be reflected in a new quote. Please bear in mind that all quotes made are made subject to the terms and conditions of sale. Any order placed is placed subject to the terms and conditions set out here, as stated on the invoice and quote.

**1.2 PRICE**

The price payable for the goods you order and their delivery is as set out in the invoice. We reserve the right to change the prices shown at any time and we will contact you before the order is confirmed in the event of an alteration being made. An amount equal to the appropriate taxes will be added to the invoice where there is a legal obligation to collect such taxes. Customers will pay this amount in full to us unless they provide us with a valid tax exemption certificate authorized by the appropriate taxing authority e.g. if an EU member state client is VAT registered in their state and therefore is exempt from UK VAT.

**1.3 MISPLACED GOODS, MISPLACED DECIMAL PLACES OR OTHERWISE**

If, by genuine mistake, we have underpriced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we dispatch the item. In those circumstances, we will notify the correct price to you so you can decide whether or not you wish to order the item at that price.

**1.4 LOSS OF EARNINGS**

We cannot, and will not, be held responsible for any loss of earnings, real or projected, as a result of an order being lost, arriving late, or not being as expected.

**2.1 TERMS**

We must receive payment IN FULL for the goods ordered before the order can be processed. By placing an order, you agree to pay pro-forma for the invoiced goods. Our acceptance of your order brings into existence a legally binding contract between you and us. Customers are reminded that they should satisfy themselves that the products they are ordering are suitable for their requirements before placing an order. No responsibility is placed with Cardiff Bay Print for the decision to order.

**TERMS AND CONDITIONS SECTION 2**

**2.2 ARTWORK AND DESIGNS**

You must provide production ready designs in Adobe Illustrator file format or similar High Resolution file. All colours in a design will be matched to the closest in house stock ink colour. For exact colour matches please request Pantone Matched colours, please be aware that colours may vary with your monitor settings, software and environmental light etc. Our ‘colour matching’ service is Free of charge. We will do our very best to match all colours, but due to the nature of mixing inks, the variance in colour between printing, environmental factors and colour conversion, our ‘colour matching service’ is a guideline or best-estimate only, and is not guaranteed to be a perfect match and thus will not be held liable for any errors in matching colour, or loss of earnings in matching colour, nor will we refund goods based on colour matching. Design positioning must be specified and agreed at the design process, along with an approved mock-up, if no details are provided Cardiff Bay Print will print in standard locations. By agreeing to these T&Cs you understand that variance in dimensions, placement, colour, ink coverage and visual appearance can change between products and agree to allow us to use our professional judgment in this matter. All artwork, designs and specifications supplied / approved are guidelines for the printing stage only.

**2.2.1 MAX PRINT SIZE**

Our prints are not subject to a maximum sixe within reason.

**2.3 COPYRIGHT DESIGNS**

**2.3.1 SUPPLIED DESIGNS**

It is the client’s responsibility to gain authorization to use any copyrighted, trademarked or otherwise licensed material/ logos in their order. We will not be held liable for use of copyrighted, trademarked or otherwise licensed logos, designs or artwork in products supplied to your specifications.

**2.3.2 DESIGNS PRODUCED BY US**

Any designs produced by us for you will remain our intellectual property and may not be used in any other form without our prior written consent.

**2.4 DESIGNS**

We may occasionally use examples of custom printed work we’ve previously produced in our brochures, websites, exhibitions and pitches. If you would prefer to opt-out or keep your relationship to us discreet, please let us know by clearly stating on your order or artwork approval.

**2.5 Proofing SAMPLES**

Proofing samples are subject to a small fee and are non-refundable and charged at the single unit price, plus carriage and may be subject to an administration fee, which will be detailed on the invoice. Due to the bespoke nature of our service we strongly recommend you accept the offer of a proof to match colour design etc before the work is commenced.

**2.6 ORIGINATION**

All work is produced by us or on behalf of us

**2.7 RETURNS**

This is a bespoke manufacturing service whereby we manufacture one-of-a-kind goods to your specifications and therefore refunds and returns of goods are not possible unless damaged in transit. We will accept no returns of printed matter unless faulty. Print holding accessory items such as banner stands may be replaced if shown to be faulty or damaged on arrival therefore we encourage customers to take care with the specifications and take care to understand the terms and conditions of their order. By making a purchase order or by signing off on the invoice, or confirming to proceed on a quote you will be given the option to sign off on a proof to confirm you are satisfied with the colour design etc. If you do not need to see a proof you agree to pay for the goods listed and understand that no refund, replacement or compensation can be claimed for the goods once the order has been placed.

**2.8 AVAILABILITY**

At times, stock-outs and shortages may occur between the times when availability was last checked (invoice) and the point where the stock is drawn down (payment) particularly if there is a delay in payment. In this instance, we will inform you of this as soon as possible and will look to offer replacements (this may affect the price, which will rise or fall accordingly, and may result in an issue of a further invoice to you or remittance advice from us) or we may offer to send the goods on shortly after. The rest of an order will proceed despite the stock-out and cannot be cancelled as a result of stock-outs. We will not be liable for any loss of earnings arising from stock-outs or from any delays in the production process.

Any changes to an order that result in a rise in cost, will be re-invoiced to the customer and must be paid pro-forma before the order proceeds.

**2.9 qUALITY CONTROL ON ORDERS**

Due to the nature of printing manufacture, there are occasionally errors that occur due to manufacture, or genuine mistakes of operatives. We have a QC process that means that almost all rejected products are flagged up in production.

**2.10 SHORTAGES**

Where shortages occur we must be informed in writing, within 48 hours of delivery.

**2.11 TURNAROUND TIME**

Our average order turnaround is 1 to 2 working days. This can be more on complicated orders or during busy periods. You will be given a provisional completion date once your signed-off and paid for order enters the production process.

All turnaround durations are estimates and we cannot guarantee exact delivery dates. We will not be liable for any loss incurred due to production or delivery delays.

**2.12 CANCELLATIONS AND REFUNDS**

Once an order has been placed the manufacturing stage starts immediately and costs are borne immediately by us. Therefore we stress that once an order has been placed, it cannot be cancelled. Returns and refunds cannot be accepted as stated in 2.8.

**2.13 REPAIRS**

Where there has been a genuine manufacturing error i.e. holes, torn etc. We will investigate and endeavour to repair or replace affected goods as we see fit in order to supply services to specification. This does not include ordering errors on the part of the customer, and does not supersede other related terms.

**2.14 TITLE**

Full title in the Goods shall remain vested in us until we receive payment in full. We reserve the right to sell any rejected goods unless specifically instructed by you not to at the order stage.

**TERMS AND CONDITIONS SECTION 3**

**3.1 SHIPPING**

The liability for loss or damage in transit, or thereafter, shall pass to the customer upon the delivery of the order to a common carrier for shipment. Shipping dates are approximate and are based, to a great extent, on prompt receipt by us of all necessary ordering information from you. The customer shall bear all costs of transportation and insurance. We will add transportation and insurance costs to your invoice. We shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labour shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from you, or otherwise arisen out of causes beyond our control. Nor shall we at any time be liable for any incidental, special or consequential damages. The customer shall be responsible for all customs clearance and payment of all charges and duties in the territory.

The risk passes to the buyer upon leaving us and on delivery to a common carrier.

We are not liable for any losses in transit.

**3.2 GOODS DELIVERY HANDLING RESPONSIBILITY**

You will need to be sure that you have sufficient and proper equipment and that your own designated personnel are available to unload products/goods delivered to your premise(s) as the delivery companies’ drivers are not obliged/required to provide assistance in unloading and/or placing your order.

**3.3 DELAYS BEYOND OUR CONTROL**

We shall have no liability to you for any failure or delay in the delivery of goods ordered, or for damage or defect to goods caused by events or circumstances beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

**3.4 MUST HAVE DATE**

We understand that in some cases that a “must have” date is necessary and will be required sooner than that of our normal turnaround. If this is required then an express charge may be applied at the Directors discretion. During this time of the required “must have” date we shall confirm that this will or will not be possible, if we confirm that it is indeed possible, it will then rely that everything in the job/order goes smoothly and that no errors ( whether that be shipping, manufacturer delays, manufacturer errors, print errors. ) occur. If any errors do occur and we miss the “must have” date, we can not be held liable due to the work being carried out under a time sensitive manner where things do go wrong. If the job carried out as a fact can not miss the “must have” date due to an event occurring, at Cardiff Bay Print’s discretion can find ways to shorten production time to ensure that the job and/or majority of the job is completed and delivered on time. Any goods and print that have been paid for and are missing due to this shall be credited to a future order with us at Cardiff Bay Print.

**TERMS AND CONDITIONS SECTION 4**

**4.1 EXCLUSION OF LIABILITY**

We shall not be liable in any way for any loss of revenue, profit, goodwill or any consequential or indirect or special loss or damage arising out of the purchase of any goods by you from us or late or non-delivery of goods. We do not accept liability for any loss from claims of third parties arising out of the use of Goods or Services purchased from us. We shall not be liable for any misrepresentations. We accept zero liability for all losses not specifically mentioned here, as well as any liability for health issues that may occur from the use of products supplied to you by us.

**4.2 WARRANTY**

We will endeavour to provide quality goods as standard, and these will arrive in a merchantable quality. Any wear and tear or depletion of goods due to use and wear are not our responsibility and we will not be obliged to replace or refund any goods.

**4.3 LIABILITY**

Cardiff Bay Print will not accept any liability for loss or profit or consequential losses suffered as a result of erroneous delivery, production or delivery delay, or otherwise. The risk inherent in all goods passes to the customer as soon as production is complete and the order is dispatched.

**4.4 GOVERNING LAW**

The contract between you and us shall be governed by and interpreted in accordance with English law, and the English courts shall have exclusive jurisdiction to resolve any arising disputes.

**4.5 CONFIDENTIALITY**

All information supplied by either party to the other and identified as confidential by the recipient shall be kept strictly confidential by the recipient and shall not be disclosed to any third party without the other’s prior written consent. Each party shall take appropriate steps to ensure that its employees, subcontractors and agents are also bound by confidentiality undertakings with respect to products, suppliers, printers, supply chain, supply partners.

All confidential information and documents supplied to either party shall be returned to the supplying party on expiry or termination of this Agreement.

The obligations of confidentiality in these Terms and Conditions shall remain in force after expiry or termination or any relationship between you and us.

**4.6 GENERAL**

We may subcontract any part or parts of product sourcing, production and delivery of Good and/or Services without prior notice. If we do not have the required stock for your order we may source an exact replacement to fulfil the order. You will not receive prior notice of this if the replacement item is the same specification, colour, size, style and material. If exact replacements are not available, we will discuss alternatives with you and gain your approval before proceeding.

**4.7 ENTIRE AGREEMENT**

These terms and conditions, delivery details and contract details, set out the whole of our agreement relating to the supply of the goods to you by us. These terms and conditions cannot be varied except in writing signed by a director of Cardiff Bay Print and will always supersede the customer’s Terms. In particular nothing verbally agreed by any of our staff should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. We shall have no liability for any such representation being untrue or misleading unless it is made fraudulently. No delay or failure on our part to enforce our rights or remedies under these Terms and Conditions shall constitute a waiver on our part or such rights or remedies unless such waiver is confirmed in writing.

**4.8 SCOPE OF AGREEMENT**

(a) These conditions apply to all Goods and Services supplied by the, us to the you and shall govern the contract to the exclusion of any other terms and conditions. In particular, these conditions shall override and supersede any terms or conditions of purchase of the Buyer purported to be incorporated expressly or impliedly into the contract. You accept these conditions by purchasing the goods and / or services.

(b) All correspondence and documentation relating to the Order shall be in English language. If translations exist in other languages, the English version shall prevail if in conflict.