

# Terms & Conditions

## 1. General

Unless otherwise agreed in writing and signed by Director of Evolve Branding Limited all goods are supplied on these conditions to the exclusion of any terms or conditions of the buyer and of any representation, warranty or communication not expressly included.

## 2. Prices: Unless otherwise stated, all prices

(i) are net ex-Works, and apply only to the total quantities and delivery dates or rates specified. Additional costs incurred by us on account of any alterations made at the buyer's request to quantities, delivery dates or rates or agreed changes in specifications shall be borne by the buyer.

(ii) are based on current costs at date of quotation and are subject to Increase to the extent of any subsequent alterations in exchange rates, new or Increased taxes, duties or other Imposts or of any Increase In the costs of or relating to manufacture or delivery.

(iii) are exclusive of VAT, which will be charged (where applicable) at the current rate at the time of delivery.

## 3. Terms of payment

a. Payment at net invoice price is due for UK trade 30 days after the date of Invoice and for export trade is due as specified by us prior to acceptance of the order.

b. The prompt payment of accounts is a condition precedent of further deliveries and (without prejudice) we reserve the right to charge interest (as well after as before any judgment) at the rate of 5 per cent per annum above the base rate from time to time in force of Barclays Bank plc on the outstanding indebtedness from the date on which payment becomes due, such interest accruing on a daily basis and being payable without deduction of tax.

## 4. Delivery

a. The time and place(s) of delivery shall be as specified in the buyer's order, subject (where applicable) to Condition 7 below.

b. All delivery dates or periods are to be treated as estimates only unless we have expressly undertaken in writing to guarantee delivery by a specified date. Deliveries may in any event be postponed or suspended without liability during any period in which circumstances of any kind outside our direct control hindered or prevent the manufacture or dispatch of the goods.

c. We reserve the right to supply plus or minus 10 of the quantity ordered.

## 5. Cancellation

a. If the buyer cancels all or part of an order at any time the buyer shall forthwith upon demand reimburse us for any costs incurred by or on behalf of us in dealing with such cancelled order.

**b.** In addition to and without prejudice to subsection (a) above, in the case of cancellation *(i)* notified to us less than seven days before the due delivery date the buyer shall pay us of the value of the cancelled order; and *(ii)* of an order for goods to be made in accordance with the buyer's designs, patterns or specifications, if such cancellation takes place after all or part of such goods have been made or begun to be made then the buyer shall pay us the full agreed price of all goods made or begun to be made up to the time of cancellation. In such circumstances all fully or partly finished goods will be delivered to the buyer at his request and expense.

## **6. Carriage and Package**

**a.** Unless otherwise specified, the cost of carriage is charged extra. For UK trade, prices which include carriage cover deliveries to one single address in all mainland areas of England, Scotland and Wales.

Extra costs of delivery beyond the mainland (including any duty and landing charges), or of special delivery at buyer's request and landing charges), or of special delivery at buyer's request by passenger train or other express methods, will be charged to the buyer.

**b.** For export trade, where prices include delivery FOB. British port (or C.I.F. named foreign port, if so agreed) Incoterms 1980 shall apply, subject to these conditions, and on F.O.B. deliveries we shall not be obliged to give the buyer notice under Section 32(3) of the Sale of Goods Act 1979 to enable him to insure.

**c.** Our standard packaging, in cartons suitable for surface and sea carriage, is included in the price, but any special packaging, e.g. pallets for shipment, is charged extra.

## **7. Loss or Damage in Transit**

Where the price includes delivery we will at our option either repair, replace free of charge or credit shortages or goods lost or damaged in transit to UK buyers, or to British port for Export buyers, provided that:

*(i)* in the case of damage or shortage, the buyer notifies both the carrier and us in writing within 7 days after the receipt of goods.

*(ii)* In the case of loss such notice is given within 14 days after they are dispatched.

*(iii)* In the case of Export buyers, the buyer establishes to our satisfaction that such loss or damage occurred prior to shipment.

*(iv)* where the buyer specified the carrier, responsibility for loss or damage in transit lies with the buyer

## **8. Passing of Property and Risk**

**a.** Risk of loss or damage of any kind to the goods shall pass to the buyer on delivery to his place of business or to his recognized agent or upon collection by his specified carrier.

**b.** We retain ownership of the goods the property in which will not pass to the buyer until we receive payment of the price of such goods then owing to us by the buyer who until such payment has been made shall keep the goods as our bailee and store them in such a way as enables them to be readily Identified as our property and shall keep them free from any charge or lien and at our request shall deliver them up to us or shall allow us to enter his premises to repossess the goods and subsequently resell them and recover from the proceeds of sale them sums owing to us and the costs of such sale giving any remaining balance to the buyer.

c. Notwithstanding the provisions of (b) above provided that the buyer continues trading and is solvent and is not subject to any of the arrangements referred to in 14(b) then before we have received full payment of sums due to us from the buyer, the buyer may nevertheless sell the goods in the ordinary course of business as principal and we shall be entitled legally and beneficially to the proceeds of sale which, until full payment is made to us of sums owed by the buyer, shall be kept by the buyer in a form which allows them to be identified as such proceeds of sale.

d. Nothing contained in this clause shall relieve the buyer of his obligation to pay in accordance with clause 4 hereof for goods delivered.

## 9. Defects

The buyer shall not be entitled to reject any goods which are defective or do not conform to description but we shall at our option and expense replace or refund the invoice values of any such goods. If written particulars of the alleged defect or misdescription are received by us no later than 7 days after the date of Invoice and the goods (if we so request) are returned to us carriage paid and, failing such request, the goods are held for our inspection. No liability whatsoever can be accepted for defects arising from further processing after delivery.

## 10. Liability

Our liability in terms of these conditions is in lieu and to the exclusion of all other warranties, conditions or obligations imposed or implied by statute or otherwise in relation to the quality or description of the goods or their fitness for any particular purpose, and all liability for any indirect or consequential loss (howsoever arising) is hereby expressly excluded, provided that if the buyer is dealing as a consumer as defined in the Unfair Contract Terms Act 1977, his rights under that act are not hereby affected.

## 11. Indemnity

The buyer shall indemnify us against all claims for infringements or alleged infringement of third parties' patent copyright or other industrial property rights, and all costs and expenses incurred in connection therewith, arising from the execution of the buyer's designs, patterns or specifications.

## 12. Catalogues

The descriptions and illustrations contained in our catalogues, price lists and other advertising matter are intended to present a general idea of products and none of these shall form part of the contract. All such illustrations, specifications, patterns and designs are our copyright. We reserve the right to alter specifications, patterns and designs at any time before acceptance of the buyer's order.

## 13. Insolvency etc. of buyer

- a. If the buyer makes default in or commits any breach of any of its obligations or
- b. if any distress or execution is levied upon the buyer, the buyer's property or assets, or

if the buyer makes or offers to make any arrangement or composition with his creditors or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against the buyer, or if the buyer is a limited company and any resolution or petition to wind up such company's business is passed or presented otherwise than for a solvent reconstruction or amalgamation of it or if a receiver of such company's undertaking property or assets or any part thereof is appointed, we shall (without prejudice to any claim or right we might otherwise make or exercise) have the right forthwith to determine the contract by summary notice.

## **14. Notices**

Any notice given hereunder by post, telegram, text message or email to the recipient at his or its principal or registered office shall be deemed to have been properly served at the time when in the ordinary course of post or transmission it would reach its destination.

## **15. Privacy Policy. What information we collect**

We will ask for your name, email address, billing and shipping address and telephone numbers. We will also ask for your chosen method of payment (credit card or online payment service). Your payment information is securely transferred to a third-party vendor for processing. We do not retain credit card or other payment identification information on our servers or elsewhere.

## **16. Governing Law**

These conditions shall be construed and shall take effect in all respects in accordance with English Law.

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