

## Terms & Conditions Of Business.

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Unless otherwise agreed in writing by a Director of Promise Promo Ltd, all goods are supplied in accordance with these terms and conditions of business.

All orders placed with Promise Promo Ltd are deemed to be acceptance of these Terms.

In these terms and conditions:

"Promise Promo Ltd" means Promise Promo Ltd and any successor to its business, and as the context allows, any other connected entity that supplies the goods ordered by you

"We" and "Us" means Promise Promo Ltd either alone or together with you, as the context requires.

"Working day" means every day of the year except weekends, and English bank, statutory and public holidays.

"You" means the person ordering goods subject to these terms and conditions.

#### GENERAL

1. We shall not be liable to you where the performance of any of our obligations to you is prevented, frustrated or impeded by reason of acts of God, war and other hostilities, civil commotion, accident, strikes, lock outs, trade disputes, acts or restraints of Government, imposition or restriction of imports or exports or any other cause not within the reasonable of Promise Promo Ltd.
2. If any part of these Terms and conditions is found to be unenforceable as a matter of law, all other parts of these terms and conditions shall not be affected and shall remain in force.
3. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) otherwise out of or in connection with these terms and conditions for any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect losses, suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.
4. These terms and conditions any contracts between us shall be governed by and constructed in accordance with English law and the English courts shall have exclusive jurisdiction over any dispute between us.

#### ARTWORK

We can only be responsible for reproduction of artwork supplied by the clients or produced against their written order. A paper proof must be signed before proceeding with all orders. Blocks, dies, screens and jacquards are chargeable unless otherwise agreed and remain the property of Promise Promo Ltd.

#### COLOUR REPRODUCTION

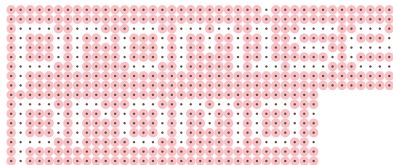
Whilst every effort is made to give a faithful reproduction of clients particular colours, variations in inks, foils and colours can be created by different surfaces and materials to be printed. Therefore, we cannot guarantee exact reproduction .

#### SAMPLES

Samples can be issued charged at cost upon written request from the customer. This charge can then be deducted from the order value if requested in writing by the customer. With consent of the Director, samples may be issued on loan if in stock and must be returned in good condition within 14 days. An invoice will be raised after this time for any items not returned.

#### PRICE

1. The prices for goods displayed for sale on this site are set by Promise Promo Ltd. Delivery will be charged on an order-by-order basis, and any such additional charges are clearly displayed where they apply. Prices and delivery charges are valid and effective only to delivery to addresses in mainland United Kingdom.
2. Orders are accepted subject to our right to adjust prices in the event of any fiscal change in law or Government Regulations prior to the date of delivery or of any substantial change in the currency rate at the time of importation of goods.



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3. The right is reserved to supply up to a certain maximum over or under the ordered quantity of PRINTED goods and goods will be charged at the contract rate for the ACTUAL number of goods supplied. The maximum applicable will depend on the practice of particular trade of goods supplied, however normal variances are +/- 10%. The appropriate charge will be made for additional items received
4. A final invoice will be raised upon despatch of goods which may vary from that originally quoted to take into accounts any variances in amount or amendments to original order.
5. Our acceptance of your offer will create a legally binding contract between us. We reserve the right not to supply you at our discretion.

#### PAYMENT TERMS

Our terms are strictly net 30 days from the date of invoice. No variation of these terms will be permitted unless authorised by a Director or Promise Promo Ltd in writing. All new accounts are payable on a pro-forma basis for the first order. Orders will not be despatched until payment is received.

#### OVERDUE PAYMENTS

Any invoices outstanding after the 30 th day will attract an interest charge of 2% per month, charged on a day-to-day basis until the invoice is settled in full.

#### RETENTION OF TITLE

Ownership of the goods is not transferred until the invoice is paid in full.

#### DELIVERY

1. Our delivery hours are 9am – 6pm, Monday to Friday.
2. Owing to considerable differences in weight, bulk and shapes of articles, carriage will be an extra charge to each order. This is charged at cost and is not known until the order is despatched.
3. For security reasons a signature is required to acknowledge receipt. If you know that there will be no one available to sign for your delivery, it may be best to supply an alternative address for delivery. If no one is available at the delivery address to sign for the goods, the delivery company will leave a card. You can simply call the number on the card quoting the card reference number to re-arrange delivery at a more suitable time.
4. While every effort will be made to deliver goods on time, NO liability is accepted for delays occurred by circumstances beyond our control
5. Non-delivery of goods - Supplies are invariable bound by the Carriers terms and conditions and therefore claims for non delivery of all or part of the consignment must be notified in writing with 5 working days to enable claims to be made against the carrier.
6. Packages damaged in transit - Claims arising from damage to packages in transit must be notified forthwith. Delivery sheets relating to damaged cartons should be signed and stated accordingly.

#### REFUND, REPLACEMENT & CANCELLATION

1. Goods supplied against orders cannot be returned for any reason once they have been printed to your specification as per the signed paper proof. However, if the print is incorrect i.e. different from that of the paper proof, we will re-print the products immediately. Goods are not supplied on a sale or return basis.
2. If goods are incorrect, faulty or damaged upon delivery we will exchange the product or issue a refund of the full price (including any delivery charges). However we must be notified in writing (via e-mail, fax or post) within five working days following your acceptance of this delivery. We will arrange for the goods to be collected by our nominated delivery carrier at our own expense, and meet the cost of any subsequent delivery or replacement items.
3. Refunds will paid via the identical method of payment used to originally purchase these goods within 30 days of receipt of the returned goods.
4. Failure of goods to comply with contract terms on grounds of quality, quantity or on grounds that the wrong goods have been supplied must be notified within 7 days. In any event within such period of times as will exclude the possibility of deterioration or damage due to unsatisfactory storage by recipients or any other cause.