



None of us like a misunderstanding. Please take a quick look at our T's & C's.

CLICKS PRINT LIMITED

GENERAL TERMS AND CONDITIONS

These Terms shall apply to and govern the relationship between Clicks Print Limited (Clicks) and you (the Customer) in relation to the provision of Goods and/or Services. By ordering Goods and/or Services from us you are acknowledging you have read, understand and accept these Terms as the basis of an agreement between us in relation to the supply of Goods and/or Services.

Unless expressly agreed by us in writing to the contrary these Terms take precedence over all other terms including any you may put forward.

1. DEFINITIONS

Contract Means a contract formed when an Order is accepted by Clicks or when a Customer accepts a Quotation.

Clicks, we or us Means Clicks Print Limited, registered company number 3913941.

Customer Means you, the Customer who has agreed to purchase Goods and/or Services from us.

Goods Means printed materials to be supplied to the Customer by Clicks as set out in an Order.

Intellectual Property Means copyright, design rights, trade marks, service marks, patents or any other forms of intellectual property whatsoever (whether or not registered) and all equivalent forms of protection anywhere in the world.

Order Means any order placed by the Customer for Goods or Services which is accepted by Clicks, which shall include an accepted Quotation.

Price Means the price payable by the Customer for the provision of Goods and/or the performance of Services specified in an Order.

Print Ready Artwork Means any design or other artwork which provides the basis for Goods to be delivered by Clicks pursuant to an Order.

Quotation Means a quotation supplied by Clicks setting out the terms on which it is willing to supply Goods and/or Services which terms will include Price.

Services Means any Services to be performed by Clicks as set out in an Order. Including without limitation installation services.

Specification Means the specification (if any) of the Goods and/or Services which is contained in, or referred to in, an Order.

Terms Means these Terms and Conditions.

2. ORDERS

2.1 Clicks shall supply Goods and/or Services to the Customer in accordance with any Order.

2.2 Quotations shall be open for acceptance for 30 days from the date of the Quotation.

2.3 Both parties agree that all Orders accepted by Clicks (which shall be deemed to include a Quotation accepted by the Customer) shall, save as expressly otherwise agreed in writing, constitute a Contract incorporating these Terms and that this shall be the complete and exclusive statement of the agreement between the parties superseding all proposals and prior agreements, oral and written and all other communications between the parties relating to the subject matter of the Order.

3. PRINT READY ARTWORK

3.1 The Customer shall provide Clicks with Print Ready Artwork for all Orders and Clicks shall have no obligation to commence fulfilment of an Order until Print Ready Artwork has been received.

3.2 Where Print Ready Artwork is based on designs undertaken by Clicks such Print Ready Artwork shall not be deemed to have been received by Clicks unless and until the Customer has approved such Print Ready Artwork in writing.

3.3 Print Ready Artwork shall be provided by the Customer to Clicks through File Transfer Protocol or in such other manner as Clicks may

agree with the Customer.

4. DELIVERY

4.1 Clicks shall, as appropriate:

4.1.1 Deliver the Goods in the quantity, to the place and by the date specified in an Order and ensures that the Goods are packaged and secured in such a manner as to reach the delivery destination in good condition.

4.1.2 Perform the Services, in the manner, at the place specified in an Order.

4.2 Time shall not be of the essence unless expressly made so by the Customer notifying Clicks in writing at any time after the delivery date specified in an Order.

4.3 The Customer shall notify Clicks forthwith on delivery (or completion of performance in the case of Services) if:

4.3.1 the quantity of the Goods or the performance of the Services are otherwise than in accordance with an Order; or

4.3.2 any Goods are damaged or lost during delivery in which case the sole liability of Clicks shall be to repair or replace the damaged Goods or re-perform any defective Services. Clicks shall have no liability if not notified informed within 24 hours of delivery of any damage to Goods or any non-conformity of Goods or Services with Specification.



5. TITLE & RISK

5.1 Title in Goods shall pass to the Customer upon payment of the Price in full.

5.2 Risk in Goods shall pass to the Customer upon delivery.

5.3 To the extent the Customer fails to accept delivery of any Goods comprised in an Order Clicks shall be entitled to store the same and to add the reasonable cost of storage to the Price.

6. PRICE AND PAYMENT

6.1 The Price payable for Goods or Services to be delivered pursuant to a Contract shall be as stated in the Order.

6.2 Unless otherwise specified in an Order the Price shall be inclusive of all costs and expenses incurred by Clicks in performing the Contract (including, without limitation, all packaging).

6.3 The Price shall be exclusive of Value Added Tax or any other applicable sales based tax which shall be added to invoices at the prevailing rate.

6.4 Invoices may be issued and submitted by Clicks at any time following delivery of Goods or performance of Services and shall, unless otherwise agreed in writing, be payable strictly within 30 days of the date of invoice. In the event of dispute as to any part of Goods to be delivered or Services to be performed as comprised in a Contract the Customer shall not be entitled to withhold payment for any Goods delivered or Services performed which are not in dispute.

6.5 In the event payment for Goods or Services is not received by Clicks when due Clicks shall be entitled to charge interest on all outstanding amounts at a rate of 1% per month (or pro rata for a part month from the date due till the date of actual payment).

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in any Print Ready Artwork supplied by the Customer shall, subject to any licences relating to the use or production of such Print Ready Artwork (whether in connection with fonts or otherwise) at all times remain vested in the Customer.

7.2 Where the Customer requests Clicks to design Print Ready Artwork as a basis for Goods to be supplied under a Contract then subject to payment of the Price for such Goods and such design Services (and any licences relating to the use or production of such Print Ready Artwork (whether in connection with fonts or otherwise)), all Intellectual Property Rights in such Print Ready Artwork shall vest in the Customer.

7.3 The Customer agrees to indemnify Clicks and hold it harmless from all and any damages, costs or expenses it may incur by reason of a claim by a third party that any Print Ready Artwork provided by the Customer as a basis for Goods comprised in an Order infringes the Intellectual Property Rights of a third party.

8. LIMITATION OF LIABILITY

8.1 The maximum liability of Clicks for any failure on its part to deliver Goods or Services in accordance with Specification or otherwise in accordance with the terms of an order shall be to replace such Goods or re-perform such Services and the Customer agrees that this shall be its sole remedy.

8.2 Clicks shall under no circumstances have any liability for indirect or consequential losses (even if it is notified in advance of the possibility of the same) or for exemplary or punitive damages.

8.3 Clicks accepts liability for causing death or personal injury through its negligence.

9. SUB-CONTRACTING

Clicks may in its absolute discretion sub-contract a Contract or any part of it. Sub-contracting any part of a Contract shall not relieve Clicks of any obligation or duty incumbent on it under these Terms.

10. WARRANTY

Clicks warrants that all Goods delivered under any Contract shall be free from defects, of merchantable quality and free from any liens and encumbrances.

11. PHOTOGRAPHY

11.1 The Customer hereby agrees that Clicks may photograph any Goods supplied under a Contract, including for the avoidance of doubt, Goods installed on the premises of the Customer or at any other location where the Goods have been installed.

11.2 The Customer shall, if requested, cooperate with any reasonable request of Clicks to take such photographs.

11.3 The Customer hereby grants Clicks an irrevocable world wide licence to use such photographs on its website or in any other publicity material provided such use does not in any way bring the Customer into disrepute.

12. FORCE MAJEURE

12.1 Neither party shall be liable to the other for any failure to perform its obligations under any Contract where such failure is due to circumstances beyond its reasonable control.

12.2 In the event that such circumstances prevail for more than ten (10) working days (two weeks) then either party may terminate any uncompleted Contract by giving notice in writing to the other without prejudice to the rights of the other accrued prior to the date of such termination.

13. GENERAL

13.1 Headings. The paragraph headings used in these Terms are for convenience or reference only. They shall not be used to limit or extend the meaning of any part of these Terms.

13.2 Waiver. The failure by either party to insist upon strict performance of any term, condition or provision of a Contract, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver there of unless evidenced in writing.

13.3 Severance. If any provision of a Contract is held by any competent authority to be invalid or unenforceable in whole or part, it shall be severed therefrom and the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected thereby.

13.4 Variation. For any variation to these Terms to be effective the variation it must be in writing and be signed by authorised representatives of both parties.

13.5 Contracts (Rights of Third Parties) Act 1999. The terms of any Contract shall not be enforceable by any person who is not a party to it.

13.6 Choice of Law and Jurisdiction. These Terms and any Contract concluded pursuant to the same shall be construed and interpreted in all respects exclusively in accordance with English law and any dispute arising hereunder or thereunder shall be subject to the exclusive jurisdiction of the English Courts to whom the parties hereby irrevocably submit.