

Sherrens Terms and Conditions

These Terms and Conditions apply to all orders. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

2. PAYMENT TERMS

NON ACCOUNT

Payment is required before delivery

ACCOUNT

Accounts are strictly limited and only available once 3 pre production payments have been made.

3. OVERDUE ACCOUNTS

No goods will be delivered on accounts which remain unpaid 14 days after payment is due. We reserve the right to charge interest on overdue accounts, at the rate of 5% above Lloyds base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

4. PRODUCTS

We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no responsibility will be accepted for error or mis-scription and any resulting loss.

5. ARTWORK AND PRINTING

The entire copyright throughout the world in all printing plates, litho positives and negatives, artwork, designs, photographic transparencies, negatives or positives and any other artistic craftsmanship made by or for Sherrens pursuant to or in implementation of any contract with the customer shall belong to Sherrens. Sherrens agrees that unless the customer becomes in default of any obligation to make any payment to Sherrens, it will not reproduce any such items for any competitor in business of the customer.

6. PASSING OF TITLE AND RISK

The risk in the goods shall pass to you on delivery.

All goods, delivered or not, remain the property of Sherrens until payment is received in full.

Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored to repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for the said purposes.

7. QUOTATIONS AND CONTRACTS

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to you.

8. DELIVERY

Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

Sherrrens accepts no responsibility for deliveries being missed due to non payment. It is the customers responsibility to ensure that full payment is made before delivery can take place, unless an Account has been agreed.

9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

10. CLAIMS

Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 working days of delivery.

All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 working days of receipt of goods or such goods shall be deemed to comply as to quality and quantity within the terms of the contract.

You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice.

Sherrrens requires any printing to be returned in full before agreeing to reprint. If Sherrrens deem the printing to be of sufficient quality, and within tolerance we reserve the right to return the goods and refuse a reprint or refund.

11. LIABILITY

Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10.

Nothing in these terms and conditions shall affect the rights of a consumer.

12. REFUNDS

We Reserve the right to rectify defective work by reprinting and shall not be liable to refund.

If we offer to replace you must accept such an offer unless you can show clear cause for refusing to do so.

If you do opt to have work re-done by a third party without reference to us you automatically revoke your right to any remedy from us.

Defective work must be returned to us before replacement, if the subject work is not available we will assume that it has been accepted and no replacement will be provided.

Refunds will take 3 to 4 working days to complete. This cannot be completed any faster.

CANCELLATION CHARGES Please note that a 5% charge of the total value of the original order will be made on all cancelled orders plus a £10.00 charge to cover administration costs. Any costs incurred for work already carried out up to the date of written cancellation will also be charged for and deducted before any refunds are made.

13. PRINTED OR PLAIN SAMPLES

These will be submitted on approval and will be charged if not returned in good condition within 14 days. Accounts at any time after payment becomes due and shall be in addition

14. QUANTITY CHANGES TO ORDERS

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increases in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

15. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

16. MISCELLANEOUS

The contract between ourselves the Company and the Customer shall be governed by and construed in accordance with English Law.

17. COMPLAINTS

Complaints must be made within 48hours of receiving your goods. Any complaints made after this time period are void of any right to refund or reprint