GLOWEASY PROMOTIONS
Greener Promotional items - Glowing Solutions

Gloweasy Promotions, Kerensa Studios,
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Cornwall PL25 3DH

VAT No. 919358100
Company No. 4557999

GLOWEASY PROMOTIONS TERMS & CONDITIONS 2020

1 Definitions

1.1 "Buyer" means the person who accepts the Seller's written quotation for the sale of the Goods or whose written order for the Goods is accepted by the Seller
1.2 "Conditions" means the standard terms and conditions set out in this document
1.3 "Goods" means the goods to be supplied by the Seller in accordance with these Conditions
1.4 "Seller" means Gloweasy Limited (Registered in England under Company No.4557999) T/A Gloweasy Promotions

2 Basis of Sale

2.1 The Seller shall sell and the Buyer shall buy the Goods in accordance with the Seller's written/typed quotation (if accepted by the Seller), subject in either case to these conditions which shall govern the contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these conditions shall be binding unless agreed in writing by the Seller.

3 Quotations

3.1 Unless the Seller agrees otherwise, no price quoted by the Seller shall remain binding on the Seller for more than 30 days unless agreed in writing.

4 The Price and Payment

4.1 The price for the goods shall be that set out in the Seller's written/typed quotation or the Buyer's written order, or email as the case may be. The price is exclusive of VAT (or other sales tax or duty) which shall also be paid by the Buyer at the rate prevailing on the sale of the Seller's invoice. We reserve the right to change prices on quotations & Invoices at any time due to human error. We shall be deemed to have fulfilled our contract by delivery of a quantity within plus or minus 5% of the total goods ordered and you may be charged at the contract rate for the final extra quantity delivered. Please note this is normally only applicable to larger print runs/orders where a machine could be used to produce the order. Payment by credit/debit card is subject to an additional 3% fee added to the final value.

4.2.a Where the Buyer's principal place of business is outside the UK and/or the Buyer is a first time purchaser, the price and VAT must be paid in full before delivery of the goods. For an established Buyer inside the UK (I.e. they have ordered before), payment must be made within 30 days from the date of the Seller's invoice, unless agreed otherwise any payment made after the 30 days will accrue a late fee based on 5% per week outstanding. All new accounts will be treated on a Pro-Forma unless otherwise agreed by the seller. The seller can request the buyer to pay Pro-Forma at anytime as the seller will regularly monitor the credit score of accounts. For Proforma Invoice the payment is due within 3 working days of a confirmed order, and in any event before the goods are delivered.

4.2.b New accounts on Pro-Forma - payment of Pro-Forma Invoice is due within 3 days as per 4.2a, irrespective of artwork approval and or designs that may have been sent to the buyer.

4.3 Once an order has been accepted, it may not be cancelled unless by agreement; however, if the Seller agrees to a Buyer's request to cancel an order after the Seller has incurred artwork and/or printing costs or other fees, including stock holding, the buyer shall be liable for 50% of the total order value "Price" (Inc VAT). We reserve the right to cancel an order at anytime, if we do then our reasons for this will be given in advance.

4.4 We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the "Late Payment Legislation" if we are not paid according to agreed credit terms.

4.5 All proposals are subject to stock availability at the time of the proposal and any changes if an order is received will be discussed with the buyer.

4.6 All Invoices from the seller will clearly show a PO (If one was given) or buyer reference, and will show payment terms and Sellers bank details.

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5 Delivery & Lead Times

5.1 Delivery of the goods shall be made to such a place as the Buyer and Seller shall agree or, if not agreed, as reasonably specified by the Seller in good time.

5.2 Whilst the Seller (Gloweasy Ltd / Gloweasy Promotions) shall make all reasonable efforts to meet delivery by any agreed date, any dates quoted for delivery of the Goods whether verbal or written are approximate only, and the Seller shall not be liable for any delay in delivery of the Goods beyond the Seller's reasonable control, i.e. external courier links, Far east factory holidays / Chinese New Year etc. We cannot be held responsible for a deadline date being missed.

6 Risk and Title

6.1 Risk of damage to or loss of the Goods shall pass on delivery.
6.2 Notwithstanding delivery, legal title in the goods shall not pass to the Buyer until the Seller has received full payment for them. Until then, the Buyer shall store the goods (at no cost to the Seller) separately from all other goods in the Buyer's possession and marked in such a way that the goods are clearly identified as the Seller's property.

6.3 Until such time as legal title in the goods passes from the Seller, the Buyer shall upon request deliver them up to the Seller and, if the Buyer fails to do so, the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the goods are situated and repossess and remove them.



7 Warranties and Liability

7.1 Subject to clause 7.2 hereof, the Seller warrants that the goods will correspond with their specification and will be free from defects in material and workmanship at the time of delivery.

7.2 The Seller shall have no liability:-
7.2.1 For any defect arising from any design or specification supplied by the Buyer
7.2.2 Any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the goods.
7.2.3 If the total price for the goods has not been paid by the due date of payment
7.2.4 for claims based on any defect in the quality or condition of the Goods or their failure to correspond with specification unless the claim is notified to the Seller in writing by post and within 5 working days of delivery.

7.3 Where a valid claim is made under clause 7.2.4 hereof, the Seller shall have the right to replace the goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the goods (or the fair proportion of it); the Seller shall then have no further liability to the Buyer in respect of that claim.

7.4 Except in respect of death and personal injury caused by the Seller's negligence or liability for defective products under the Consumer Protection Act 1987, the Seller shall have no further liability to the Buyer for any losses, costs or expenses incurred by the Buyer, whether direct, indirect or consequential and, except as stated, the liability of the Seller shall never exceed the price actually paid for the goods by the Buyer.

7.5 The Seller shall not be liable for any delay or failure to supply the goods for reasons beyond the Seller's reasonable control. This may include difficulties in the Seller obtaining print / artwork from its external printer.

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8 Exports

Where Goods are supplied for export from the UK, the Buyer shall be responsible for:-

8.1 Complying with any legislation or regulations governing the importation of the goods into the country of destination.

8.2 The payment of any duties on them

8.3 The payment of all insurance and freight charges

8.4 Testing and inspecting the goods before they leave the UK.

9 Consumer Protection

9.1 Where the Buyer is a consumer within the meaning of The Consumer Transactions (restrictions on statements) Order 1976, the statutory rights of the Buyer is not affected by these conditions.

10 General

10.1 These conditions are governed by and are to be construed in accordance with English law.

10.2 If any claim is made against the Seller that the Goods infringe the copyright, trade mark or other intellectual property right of any other person, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses incurred or suffered by the Seller in connection with that claim or paid or agreed to be paid by the Seller in settlement thereof.

10.3 No waiver by the Seller of any breach by the Buyer shall be considered as a waiver of any subsequent breach of any nature.

11 Artwork

Any price quoted is based on the assumption that the buyer is to send "Artwork Ready" files as per the sellers detailed Artwork Guide. The seller has the right to discuss artwork with the buyer and request such correct files. Example - Artwork should be received in an editable file preferably an Eps file with a min resolution of 300dpi with all fonts converted to outlines with any Pantone references given. The sellers has the authority to either charge (notification given to buyer) for a re draw fee, or request new artwork from the buyer meeting the correct criteria. Any delay in artwork being received from the buyer may effect a deadline date that we are working to, see reference 5.2 delivery & Lead times.

12 Samples

12.1 If a sample is to be charged for the Seller will notify the Buyer before despatch and Invoice accordingly.

13 Quotation Proposals

13.1 Please be aware that pictures within quotations may be for illustration purpose only and may not be the exact same item supplied by the seller.



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