

### **Terms and conditions**

The seller is Alert Marketing Ltd and references to the buyer relate to the client of Alert Marketing Ltd.

### **Artwork/logos**

Our prices do not include the cost of the application of artwork or logos unless this is specifically stated. If suitable artwork is not provided, we will have artwork prepared and this may be charged at cost. We will seek the client's approval of any cost before proceeding with the order.

### **Set up fees**

Origination costs such as dies, screens, printing plates and jacquards are chargeable unless otherwise agreed in advance. Repeat orders will bear an origination charge at a reduced reset charge which we will advise at time of order.

Any change requested to the approved design following preparation of artwork, screens, printing plates, dies, jacquards or samples will incur an additional cost.

### **Colours**

Some variation may occur during the production process, but we endeavour to match colours as closely as possible.

### **Samples**

Low-cost samples may be supplied to the client free of charge. High-value samples are non-returnable and will be charged prior to despatch.

### **Carriage**

Carriage is extra, unless otherwise stated, owing to significant differences in the shape, bulk and weight of different items.

### **Individual dispatches**

An extra charge will apply for packing and documentation for individual despatch to the client's instructions.

### **Prices**

Prices shown in our printed literature and on our website are for guide purposes only and VAT is chargeable.

### **Quotations and contracts**

Written quotations are valid for seven days. We reserve the right to vary or increase prices due to change in costs or for any other reason and all orders will be accepted on the basis that the prices charged will be those effective on the date of our written Acknowledgement of Order.

### **Acknowledgment of orders**

Our Acknowledgement of Order is our interpretation of your order. If this does not agree with your requirements, please notify us immediately. No responsibility can be accepted for goods manufactured as acknowledged and later found to be incorrect.

All orders must be confirmed in writing by the client. We cannot accept liability for any errors or omissions without the written confirmation of the buyer's requirements.

## **Delivery**

All delivery times quoted are an estimate, given in the belief that they can be kept. Whilst every effort will be made to deliver within the timescales quoted, this cannot be guaranteed, and no liability can be accepted for delays.

## **Cancellation**

Should an order be cancelled at any time, we reserve the right to charge for any costs that have been incurred by Alert Marketing prior to receipt of written cancellation.

Alert Marketing reserves the right to invoice the buyer for 25 per cent of the value of the order, together with any costs and charges incurred, in the event of an order being cancelled by the client.

## **Quantities (overs and unders)**

Every effort is made to deliver the exact quantity ordered. However, due to production processes used, we reserve the right to deliver plus or minus 10% and to charge accordingly. If fewer items are delivered than originally ordered, we will only invoice for the quantity delivered.

## **Claims**

Faulty or damaged goods must be reported in writing within one day of receipt of goods and the buyer must retain the goods and packing material for the purposes of the claim.

If the consignment or packaging arrives damaged, this must be communicated in writing to the carrier at the point of delivery. Photographic evidence will also be required.

Non delivery of goods must be reported in writing within three days of the anticipated delivery date.

In the case of loss or non-delivery by our carriers or the postal service, we are unable to replace the goods until such times as liability has been accepted by the carriers or postal authorities.

### **Failure of goods**

We make every effort to ensure that the client is entirely satisfied with their order. However, in the unlikely event that the wrong goods have been supplied, or the client is not happy with the quality of the goods supplied, Alert Marketing must be notified within two working days of receipt of goods.

### **Liability**

While every effort will be made to deliver on time, no liability is accepted for delays occasioned by circumstances beyond the seller's control. The seller accepts no responsibility for consequential losses, however occasioned.

### **Company logos**

Products bearing names and trademarks in any Alert Marketing literature or on any samples, do not necessarily indicate or imply that Alert Marketing has supplied the items to the owner of the name or trademark but are representative of the effect which has been obtained by using an advertisement.

### **Trademarks**

The responsibility lies with the buyer to ensure that their order is not infringing another company's copyright, patent rights, design, trademark or name, or other protected rights. The buyer shall save harmless and indemnify the seller from and against all claims, demands, proceedings, damages, costs, charges and expenses incurred. '

### **Payment terms**

Our terms are strictly nett 30 days from date of invoice unless otherwise stated and interest may be charged on overdue accounts. In the event of Alert Marketing Ltd appointing a third party to collect

any outstanding monies due, the costs incurred by the collection agency will be payable by the buyer.

New accounts will be opened strictly on a pro-forma basis and payment is required with the order.

Any special materials purchased by Alert Marketing Ltd on behalf of the buyer will be supplied on a pro-forma basis.

Terms are strictly nett 30 days from date of invoice. The seller will levy interest on outstanding sums at 8 per cent over the current standard bank base rate. In the event of the seller appointing a third party to collect any outstanding debt more than 30 days overdue then the costs of the collection agency will be payable by the buyer.

### **Intellectual Property Rights**

Alert Marketing retains the intellectual property rights to any designs, drawings, models and materials furnished by us. Any product using them may not be given to third parties without our permission or used by third parties or used for advertising purposes. Any infringement will entitle us to seek compensation from the buyer and any third-party infringer.

### **Passing of title**

Until full payment has been made of all sums outstanding from the buyer to the seller (including debts arising before the date of this contract)-

- (a) the property in the goods shall remain in the seller;
- (b) the seller shall have legal and beneficial ownership in any new product into which the goods are converted;
- (c) the buyer shall keep and store the goods and any new product in such a manner that they may be identified as being the property of the seller.
- (d) The buyer shall be at liberty to sell the goods (or any new product described in b above) in the ordinary course of business.

(e) The benefit of any contract of sale and the proceeds of any sales shall be the property of the seller and held in trust for the seller absolutely.

(f) The seller may, by written notice, terminate the buyer's power of sale at any time if the buyer goes or threatens to go into receivership or liquidation

(g) At any time after the termination of power of sale, the seller may repossess the goods and the buyer hereby grants to the seller an irrevocable licence to enter upon any premises of the buyers for the purpose of so doing.

All orders placed with Alert Marketing Ltd are deemed to be subject to the standard conditions outlined in this policy

This contract in all respects is subject to the law of England and Wales and the parties agree to conform with English law.

01 February 2022