

Terms and Conditions of Happysmile Limited

1. General - These terms and conditions apply to all orders and supersede all others.

a) "The Seller/We/Us/Our" means Happysmile Limited; "The Client/You/Your" means the person/business ordering goods from The Seller.

b) A quotation shall only constitute an invitation to treat. All quotations are valid for 30 days from quotation date.

c) The Seller can only commence a job on receipt of both "Quotation Approval" and "Artwork Approval" forms, signed by an Officer of The Client. Signing these forms constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

d) You must notify us of any artwork or order discrepancies as we do not accept any liability for any post-completion errors or omissions once an item has been personalised to The Client's specification as detailed in the signed artwork approval forms. Misprinted items are non-returnable.

2. Samples - Samples are available on request and may be chargeable. We regret that due to the diverse nature of our products and restocking/administration charges, samples can only be returned with our express agreement.

3. Products - We reserve the right to alter any details or design of products illustrated without prior notice. For repeat orders, The Seller cannot guarantee that goods will be exactly the same as previously supplied. The responsibility is on The Client to ensure we have the correct details from previous orders.

4. Prices - Prices shall be as per the cost per item as supplied on the formal quote, based on the personalisation specification required, and are exclusive of VAT.

5. Origination - Printing screens, dies, templates or embroidery tapes are chargeable items and are included in your quotation unless otherwise stated.

6. Artwork - We reserve the right to charge for any studio work carried out. If you wish to email your own artwork to us, please note:

a) All fonts should be converted to outlines/curves, or the font files should be included.

b) Vector based artwork should be saved in EPS, Illustrator or PDF format.

c) Files to be used in 4 colour process printing should be saved in TIFF, JPEG or EPS format with a minimum resolution of 300dpi at actual size.

In order to print efficiently from the artwork, you supply, it may be necessary to adjust or redraw your artwork. You will be advised of the changes made. No orders will be produced until we have received in writing your "signed off" approval of the personalisation required.

In order to sign off your artwork we will send you an artwork approval form via email illustrating how your artwork will look on your chosen product. This must be checked thoroughly and signed as notice of approval before being returned to us. The job will not commence until we have received this signed approval. You must notify us of any discrepancies in the artwork so that amendments can be made and revised approvals can be sent for final approval. We do not accept any liability for any post-completion errors or omissions that have been identified after the goods have been received that differ from the approved artwork. Once an item has been personalised to The Client's specification the item is non-returnable.

7. Delivery - Every effort will be made to deliver on time, but any delivery day or lead time 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. Special rush deliveries can usually be arranged but will be subject to additional charges (e.g. express print and delivery charges) that will be charged to you at current commercial rates. Lead times will be deemed to commence at the date and time that our supplier receives a "signed off" approval of the artwork that we have supplied on your behalf.

8. Title - The risk of the goods shall pass to you on delivery. All goods delivered or not, remain our property until payment is received in full.

9. Colour Variations - Due to the variety of materials and manufacturing processes as well as the imprinting processes utilised by us and our suppliers, no guarantee can be given to match exactly each printed or supplied product colour. The Supplier will endeavour to match as closely as possible to the colour references required but cannot be held liable for any variations that may arise.

10. Quantity Variations - Printed goods may be subject to 10% under/over-run and will be charged pro-rata.

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

12. Cancellation - A charge will be made on all cancelled orders, together with the charge for all work carried out up to the date of written cancellation.

13. Terms - Payment for approved accounts shall be made in full within 30 days of invoice date. For new accounts, 100% of the order value shall be payable on placing the initial order.

14. Overdue Payments - We will exercise our statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to the agreed credit terms. If any invoice remains unpaid after 60 days, the account will be put on hold and no further orders will be accepted until payment has been received and cleared.

15. Claims - Claims arising from damages, delay or partial loss in transit must be made in writing so as to reach us within 5 days of delivery. All claims with regard to the quality or quantity of the goods shall be made in writing so as to reach us within 5 days of receipt of goods or such goods shall be deemed to comply with the terms of the contract. You must examine all goods delivered at the time of delivery and confirm receipt. We shall not be liable for any loss or damage caused to the goods in transit unless this is noted at the time of delivery.

Claims in respect of non-delivery must be made in writing so as to reach us within 5 days from receipt of our invoice. Goods are only returnable with our express agreement.

16. Liability - The Client shall be responsible for the goods being suitable in every way for the purpose for which they are intended, and no warranty, condition or representation is given by The Seller as to the fitness of any goods for any particular purpose. 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 procedures set out in point. Nothing in these terms and conditions shall affect the rights of a consumer.

17. Force Majeure - We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising out of 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 to you.

18. Waiver Failure - Failure by The Seller at any time to enforce any of the provisions of these conditions shall not be construed as waiver by The Seller of such provisions or in any way affect the validity of these conditions.

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Company Reg No: SC273630 / **VAT Reg No:** GB852 9694 76