

## Terms of Sale- [www.i-labeling.com](http://www.i-labeling.com)

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on our website [www.i-labeling.com](http://www.i-labeling.com) ("our site") to you. Please read these terms and conditions carefully before ordering any products from our site. You should understand that by ordering any of our products, you agree to be bound by these terms and conditions.

Please note that we limit our liability at paragraph 15 below.

1. INFORMATION ABOUT US Our site is operated by i-labeling ("we/us/our"). Our main trading address is at i-labeling, 78, Penlan Crescent, Uplands, Swansea SA2 0RL. Our VAT number is GB 997795910.

2. YOUR STATUS By placing an order through our site, you warrant that:

2.1 You are legally capable of entering into binding contracts; and

2.2 You are at least 18 years old

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1 Your order constitutes an offer to us to buy a Product or Products. All orders are subject to acceptance by us, and we will confirm such acceptance to you by electronic notification at the end of the ordering process (the "Order Confirmation"). We are unable to issue an Order Confirmation until such time as the ordering process is complete. The contract between us ("Contract") will only be formed when we send you the Order Confirmation. Once the Contract has been formed, the terms of the Contract cannot be varied without our prior written consent.

3.2 As the Products will have been made to your specification or personalised by you, you will not have any right to cancel the supply of any of the Products once you have placed an order. As standard procedure at i-labeling, if an order is incorrectly ordered then we must cancel and refund the order so that the correct order can be placed again.

3.3 If you are making payment by BACS the order will not begin to be processed until the money has cleared into our account, usually 3-5 days from the date that you have sent the payment.

4. USE OF OUR DESIGNS

4.1 All designs on our site are owned by or licensed to us. If you pay us the appropriate fee advertised on our site from time to time, we shall grant to you a non-exclusive perpetual licence for you to use those designs on your advertising material (such as vans and signage) and business stationery PROVIDED that you do not use the designs on any product intended for sale or resale by you.

5. MATERIAL AND INFORMATION PROVIDED BY YOU

5.1 Whenever you make use of a feature that allows you to upload material to our site you must comply with the content standards set out in our acceptable use policy. You

warrant that any such material does comply with those standards, and you indemnify us for any breach of that warranty.

5.2 In addition to complying with our acceptable use policy, you agree that all material uploaded by you onto our site will be done at your own risk. You must retain a copy of all material you upload. We expressly exclude all liability for any uploaded material which is lost or damaged during or after the uploading process.

5.3 Failure to follow our site's preparatory instructions for uploading your material may result in Products of poor quality. We accept no responsibility for poor quality Products in those circumstances.

5.4 You must not upload any material that will breach any third party rights to such material unless you have their express consent. We have the right to disclose your identity to any third party claiming that any material uploaded by you to our site constitutes a violation of their rights.

5.5 We have the right to remove any material uploaded by you or not to fulfil any order if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy referred to at paragraph 5.1. You will receive a full refund of any sums already paid for an order we do not fulfil.

5.6 You agree only to provide someone else's personal information if they have given you express consent to use it in respect of the Products you have ordered.

5.7 Personal information is processed and stored in accordance with our Privacy Policy.

5.8 We may establish policies and limits concerning our storage of material uploaded by you and the amount of any material that may be uploaded. We may delete your material stored by us which is inactive for an extended period of time without reference to you. We may change our policies and limits at any time, in our sole discretion, with or without notice to you. To the extent that we are permitted to do so by law, we may delete your material stored by us at any time.

## 6. APPROVALS (PROOFS)

6.1 Prior to producing the Products, we make an electronic proof of the Product available for your approval. You are responsible for approving these proofs. You accept that once you have approved the proof, the Products cannot be changed nor cancelled. We shall have no liability to you for any errors in the proof subsequently discovered by you. Please note all artwork must be submitted in CMYK. Any other colours will be converted at the proofing stage which will be displayed on your proof.

6.2 Your statutory rights are not affected by these terms and conditions.

6.3 If your artwork is emailed in before 1pm then we will be able to set up a manual proof for you before 5pm. If your artwork is emailed in after 1pm we would not be able to guarantee a proof back before 5pm.

6.4 If you do not require a proof on your artwork but have emailed this across to us, you must email this in before 3pm to ensure it goes through to print.

## 7. AVAILABILITY AND DELIVERY

7.1 Unless there are exceptional circumstances, your Products will be despatched for delivery in accordance with the delivery service chosen by you during the ordering process:

7.2 We have 4 turnaround options (depending on the product and quantity). 1 working day, 2 working days, 3-4 working days and 7-10 working days. This relates to production time and does not include the delivery day. We use couriers to deliver all goods and these are sent on a Next Day Service excluding Inverness, Highlands, Northern Ireland, Isle of Man, Isle of Wight, Paisley and Aberdeen which will be delivered on a Two Day Service. The turnaround dates are estimates and cannot be guaranteed.

7.3 Working days are Monday to Friday, excluding UK Bank Holidays.

7.4 An individual part is classed as a stand-alone product that may be sold in packages, (e.g. in 1000 letterheads an individual part is 1 letterhead)

7.5 Where delivery is delayed due to exceptional circumstances, we will complete the work as soon as we reasonably can.

7.6 Where delivery is not possible as a result of us being provided with the incorrect delivery address details, our delivery service will return the Products to us. We reserve the right to make an additional delivery charge for re-despatch of the Products to the correct delivery address.

7.7 All products will be signed for upon delivery, if anyone other than the intended recipient signs for the product and the product is subsequently not delivered to the intended recipient will incur no liability provided that parcel was delivered to the address provided by the purchaser.

## 8. NON-DELIVERY

8.1 You must notify us within 30 days of any failure on our part to deliver the Products in order that we can investigate the failure and take appropriate action.

8.2 The earliest date we can claim against DPD for non-delivery is 15 working days from the date of despatch. We cannot process a reprint before this time. You should notify us by phone or email if your goods have not arrived after 15 working days.

8.3 Once you have notified us in accordance with paragraph 8.2, we will then send you a form to complete and return to us. Once the form is received we will redeliver Products to you, at no further cost or expense to you.

## 9. QUANTITIES

9.1 All reasonable endeavours will be made to deliver the correct quantity of Products ordered by you.

9.2 You acknowledge that variations in respect of quantities are inherent within the printing industry.

9.3 Our liability in respect of shortages are as follows: Quantities No credit awarded  
Refund calculated on a pro rata basis  
Missing items replaced  
25-100 Shortage of up to 5%  
Shortage of between 6% to 20% inclusive  
Shortage of 21% and over 101-1000  
Shortage of up to 5%  
Shortage of between 6% to 7% inclusive  
Shortage of 8% and over

1001-5000 Shortage of up to 3% Shortage of between 4% to 7% inclusive Shortage of 8% and over 5001&over Shortage of up to 2% Shortage of between 3% to 4% inclusive Shortage of 5% and over

9.4 All overs may be kept by you at no additional cost.

## 10. QUALITY

10.1 You accept that variations in colours are inherent within the printing process for files submitted. You also understand and accept that computer hardware set ups are such that we cannot guarantee that the Product colours will match those displayed on your computer screen during the ordering process.

10.2 We cannot be held responsible for colour variance on a job that has been printed with us recently and one that was printed with us 6 months ago.

10.3 For a folded leaflet and/or booklet, our tolerance is 1.5mm from the fold line as marked on your proof.

10.4 If you are not happy with the product that you have received, we would be able to offer a reprint OR a refund. We are not liable to offer both.

10.5 Please be aware there is a 0.5mm off centre tolerance for trimming on some products- for business cards the tolerance on trimming is 1mm - additional finishing tolerances can be provided on request.

## 11. RISK AND TITLE

11.1 The Products will be at your risk from the time of delivery.

11.2 Ownership of the Products will pass to you on delivery.

## 12. PRICE AND PAYMENT

12.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

12.2 Prices include delivery and VAT unless item is generally zero-rated for VAT. In this case we will request payment if your design meets VAT requirements set out by HMRC

12.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

12.4 We do not store any credit or debit card data.

12.5 If you have been quoted for a bespoke price please note this quote is subject to change after 30 days from the date specified on the quote.

## 13. OUR REPLACEMENT POLICY

13.1 If you believe that a Product is defective, we may request that you return the product for our examination.

13.2 Our liability in respect of misprints are as follows; Quantities No credit awarded Refund calculated on a pro rata basis Defective items replaced 25-100 Misprints of up to 5% Misprints of between 6% to 20% inclusive Misprints of 21% and over 101-1000

Misprints of up to 5% Misprints of between 6% to 7% inclusive Misprints of 8% and over 1001-5000 Misprints of up to 3% Misprints of between 4% to 7% inclusive Misprints of 8% and over 5001 & over Misprints of up to 2% Misprints of between 3% to 4% inclusive Misprints of 5% and over.

#### 14. CLAIMS

14.1 Claims for damage, shortages or non-delivery must be advised by phone or email within 30 days from the date that the Products were despatched.

14.2 We shall not be liable in respect of any claim unless we are notified in accordance with paragraph 14.1 except where you demonstrate to our reasonable satisfaction that it was not possible to comply with this requirement and your claim was made by you as soon as reasonably possible thereafter.

#### 15. OUR LIABILITY

15.1 Our liability in connection with any Product purchased through our site is strictly limited to the purchase price of that Product (including delivery costs).

15.2 We do not exclude or limit in any way our liability:

15.2.1 For death or personal injury caused by our negligence;

15.2.2 Under section 2(3) of the Consumer Protection Act 1987;

15.2.3 For fraud or fraudulent misrepresentation; or

15.2.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

15.3 Whether caused by our negligence, breach of contract or breach of duty, we exclude all liability for:

15.3.1 Any direct loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time; or

15.3.2 Any indirect or consequential loss or damage of any kind however arising, even if foreseeable.

#### 16. CLAIMS

16.1 Claims for damage, shortages or non-delivery must be advised by phone or email within 30 days from the date that the Products were despatched.

16.2 We shall not be liable in respect of any claim unless we are notified in accordance with paragraph 14.1 except where you demonstrate to our reasonable satisfaction that it was not possible to comply with this requirement and your claim was made by you as soon as reasonably possible thereafter.

#### 17. WRITTEN COMMUNICATIONS

17.1 When using our site, you accept that communication with us will be by electronic means only. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of

communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

## 18. NOTICES

18.1 You must give notice to [www.i-labeling.com](http://www.i-labeling.com) either at its registered office by registered post at your cost, or electronically using the messaging facility on our site. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in the way specified in paragraph 16. Notice will be deemed received and properly served:

18.1.1 Within 1 working day when given electronically; and

18.1.2 3 working days after the date of posting of any letter when served by post.

18.2 In proving the service of any notice, it will be sufficient to prove that such notice was properly addressed and sent.

## 19. TRANSFER OF RIGHTS AND OBLIGATIONS

19.1 The Contract is binding on you and us and on our respective successors and assigns.

19.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

19.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 20. EVENTS OUTSIDE OUR CONTROL

20.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

20.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

20.2.1 Strikes, lock-outs or other industrial action;

20.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

20.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

20.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

20.2.5 Impossibility of the use of public or private telecommunications networks; and

20.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

20.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 21. WAIVER

21.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

21.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

21.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 17 above.

## 22. SEVERABILITY

22.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 23. ENTIRE AGREEMENT

23.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

23.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

23.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## 24. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

24.1 We have the right to revise and amend these terms and conditions from time to time.

24.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## 25. LAW AND JURISDICTION

25.1 Contracts for the purchase of Products through our site will be governed by the laws of England and Wales. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## 26 CALL RECORDING

26.1 At i-labeling we want to ensure that all calls are dealt with in a consistently professional manner and therefore calls may be recorded for training, quality and monitoring purposes.