

By using Enhance you agree to the following terms and conditions. We reserve the right to change these terms from time to time.

**Timing**

Any delivery dates given by Enhance are an estimate only and shall not be or become a term of the contract however, Enhance will keep the customer informed about timings.

**Price quotes**

All prices quoted include design (if required), production of artwork, creation of printing plates, production, and delivery of the item to one location (however multiple delivery locations can be quoted for). Vat is shown separately.

Enhance shall have the right to adjust its prices for any increase in costs that are outside the control of the Company and that arise after the date of the Contract.

Price changes shall take effect from the date of serving notice on the Customer.

**Samples**

The Customer shall ensure that the Goods Ordered are suitable for their intended use.

If a sample of the Goods Ordered is provided to the Customer by Enhance and accepted by the Customer, Enhance shall not be held liable for any variations to the Customer's specifications thereafter, if the manufacture and processing of the Goods has commenced.

Where a sample of the Goods is shown to and inspected by the Customer, the Parties accept that such a sample is representative in nature and the bulk order may differ slightly as a result of the manufacturing, branding or printing process, particularly with regard to different substrate materials.

**Artwork- Approval to proceed**

Once colour artwork has been produced it will be e mailed to the customer for approval.

The customer is asked to approve the artwork in writing. Once the artwork is approved by the Customer and approval has been given to proceed, the Customer's order will be given to the factory. At this stage the Customer is committed to the order and no cancellations can be accepted by Enhance. This is because a personalised product is being made for the customer.

Every effort will be made to obtain the best possible colour reproduction on clients work, but because of the nature of the process involved, Enhance shall not be required to guarantee an exact colour between the clients original artwork, colour photograph or transparency and the printed article. Slight deviation in colour of the finished product will not be considered as a defect.

The artwork which is approved by the customer cannot be assumed by the Customer to be a 100% accurate document. Some variation will occur between the artwork and the printed product in terms of positioning of the graphics and print.

Enhance will not be held responsible for client generated mistakes, errors or defects including spelling, typographical or grammatical errors after the artwork has been approved by the Customer.

To avoid these errors Enhance ask the client to sign off artwork. Enhance will make every effort to point out any possible problems to the client before production but cannot be held responsible.

**Payment**

Once the artwork has been approved by the client Enhance will issue a pro forma invoice which requires paying before the order is processed with the factory. Payment can be made by on- line transfer. Once the payment is cleared the delivery will be achieved in line with the target delivery dates.

Credit terms may be offered to Customers subject to satisfactory credit rating. The offer of credit will be of the sole discretion of Enhance.

All invoices are payable in pounds sterling within 2 weeks of the date of the invoice unless otherwise agreed in writing and under no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason.

Without prejudice to any other rights of Enhance, if the Customer fails to pay the invoice Price by the due date, Enhance shall be entitled to claim and the Customer shall pay interest on any overdue amount from the date of which payment was due to the date of actual payment. Such interest will be calculated on a daily basis at a rate of 4% p.a. over the base rate as quoted by Barclays. Enhance shall also be entitled to claim all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

**Production**

Once the artwork has been approved and payment received the production process will begin. This can vary from 3 weeks to 8 weeks depending on the product. All products are manufactured within the EU at fully accredited factories. Enhance will keep the customer informed on timings and likely delivery dates.

**Quantity variations**

A shortage or surplus, charged pro rata, not exceeding 10 per cent, will be considered due execution of any order. If the production quantity is under the order amount and the customer has paid Pro Forma a credit/refund will be given to the customer. If the amount is over a separate invoice will be issued for the extra amount and the customer will be required to pay within 2 weeks.

**Delivery**

Enhance or the delivery company will inform the customer of the delivery date and try their best to ensure the delivery causes minimum disruption. Please note in a few cases it will require the customers

staff to hand ball boxes from the lorry. The ordered items are despatched in a manner specified by Enhance.

If it proves impossible to deliver the items to the client, Enhance reserve the right after notifying the customer to store the products at the customer's expense and risk, or to destroy them.

The Customer undertakes that the site for delivery of the Goods shall be readily accessible when the Goods are delivered.

#### **Repeat orders**

Repeat orders are normally a quicker process than new orders. Once the customer's order has been given to Enhance it will then be placed with the factory and a Pro Forma invoice will be issued. Payment will be asked for within 1 week or the order will be taken out of the production queue and delayed.

#### **Complaints/returns**

Upon receipt of the items if the client is unhappy with the product, Enhance must be notified within 2 days of the date of delivery in writing. Any problems which appear to be transit damage related, for example outer packaging damage must be written on the delivery driver's delivery note and Enhance informed.

If Enhance are not notified within 2 days of delivery, Enhance will assume the items have been delivered in good condition.

Enhance will investigate the complaint and if justified will make good at their own expense or offer suitable credit to the Customer to solve the problem based on the terms of the original order.

Enhance shall be afforded reasonable opportunity and facilities to investigate any claims made and the Customer shall, if so requested in writing by the Enhance, promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to Enhance for examination.

Enhance shall have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedures in these Conditions

#### **Copyright**

It is the responsibility of the client to ensure that there is no infringement of copyright by the use of images supplied by the client.

#### **RISK, DELIVERY AND PERFORMANCE**

If the Customer fails:

- to take delivery of the Goods or any part of them on the due date; and
- to provide any instructions or documents required to enable the Goods to be delivered on the due date, Enhance may on giving written notice to the Customer store or arrange for the storage of the Goods, and on the service of the notice:
  - risk in the Goods shall pass to the Customer;
  - delivery of the Goods shall be deemed to have taken place; and
  - the Customer shall pay to Enhance all costs and expenses including storage, any redelivery and insurance charges arising from its failure.

Enhance shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all, nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract.

#### **CONFIDENTIALITY**

The Customer shall not at any time, whether before or after the termination of the Contract, divulge or use any unpublished technical information deriving from the Company, or any other confidential information in relation to the Company's affairs or business or method of carrying on business.

#### **FORCE MAJEURE**

The performance of the contract is subject to variation or cancellation by the Seller owing to acts of God, war, strikes, lock-outs, fire, flood, drought, tempest or any other cause beyond the control of the Seller or owing to any inability by the Seller to procure materials or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.

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