

## TERMS AND CONDITIONS

1. References to "Us" or "Our" or "We" are a reference to Taylor Made Promotions Limited, incorporated and registered in England with company number 04783652 whose registered office is at Middlewick Farmhouse, The Marshes, Southminster, Essex CM0 7JQ. References to "You" or "Your" are a reference to the customer.
2. These terms and conditions (the "Terms") apply to all orders (each an "Order") for goods ("Goods") placed by You with Us and supersede and replace all others. No other terms and conditions other than the Terms shall apply to any Order and the Terms constitute the entire agreement between You and Us. Placing an Order with Us constitutes Your acceptance of the Terms and Your acceptance that the Terms are the only conditions that apply to the contract between You and Us. You further acknowledge that You have not relied on any other statement, representation, assurance, or warranty other than as set out in these Terms.
3. All Orders must be placed by You in writing. Your Order will constitute an irrevocable offer to Us which We may accept or reject entirely at Our discretion. Our acknowledgement of Your Order will be deemed to be the basis for Our production. It is Your responsibility to notify Us of any changes, omissions or mistakes within 48 hours of Your receipt of Our acknowledgement.
4. Prices shown in Our brochures are for a single colour print only unless stated otherwise and exclude VAT at the standard rate and Our artwork costs and delivery costs which will be charged on every Order unless agreed by Us in writing otherwise. Additional charges apply if You require more than a single colour print, or printing in a different position, or separate packing and documentation for any part of any Order. We will confirm the exact price of the Order with You upon acceptance by Us of Your Order, but We reserve the right to raise Our prices if any costs We incur in fulfilling Your Order rise, and We will notify You of this and seek your approval before We accept Your Order.
5. If We have not previously supplied You with any products, whether on these Terms or otherwise, You must pay Us in full before We will process Your Order. If We have previously supplied You with any products, whether on these Terms or otherwise, and We have agreed to provide You with credit, payment terms are strictly 30 days from the date of Our invoice. We reserve the right to levy interest on outstanding sums beyond this period at 4% above the standard base rate of Barclays Bank plc from time to time, calculated from and including the date of Our invoice.
6. We shall choose a reasonable method to deliver Your Order taking into account all relevant factors including the delivery location, the size of the Order, and the Order value.
7. If Your Order requires Us to use any tools, blocks, screens, plates, dies, computer generated artwork files, discs or other origination work, the costs of these will be additional and will be confirmed by Us on Our acceptance of Your Order.
8. We shall use Our reasonable endeavours to produce the Goods specified in the Order with reasonable care and skill, and to deliver the Order to You in accordance in all material respects with Your Order using Our chosen method of delivery.
9. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract between You and Us.
10. Some of Our Products may contain small parts or may be otherwise unsuitable for children. If You are in any doubt You should contact Us before You place an Order with Us.
11. If Your Order includes any printed goods We reserve the right to deliver to You and invoice +/-10% of the quantity requested by You, and We will deem such performance as Our complete performance of Our obligations in respect of the Order.
12. We will use reasonable endeavours to match any colour requested by You, but We provide no other warranty in respect thereof.
13. We may provide You with product samples, which You must pay Us for at Our standard prices unless You return them to Us in a saleable condition within 20 days of Your receipt.
14. If You cancel Your Order after We accept it, You will be liable to reimburse Us for any costs and expenses We have incurred in connection with that Order.
15. Whilst We will endeavour to deliver Your Order to You using Our chosen method of delivery by the date specified in Our acknowledgement, any date specified is at best an estimate and We do not accept any liability for delays. Time shall not be the essence of this contract.
16. Products bearing a trademark or name in Our literature or samples do not necessarily indicate or imply that We have supplied the items to the owner of the name or trademark but are representative only of the effect which can be obtained.
17. We reserve the right to alter any details or design of products in Our literature without prior notice to You, and no warranty is given as to the accuracy of the images in Our literature.
18. It is Your responsibility to ensure that Your requirements or artwork or designs or logos or other matter You request that We print on the Goods do not infringe any copyright, patent rights, design, trademark or name, other protected rights, or other intellectual property rights of any third party. You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal and other professional costs and expenses in connection with any claim made against Us by a third party for actual or alleged infringement of their intellectual property rights arising out of or in connection with Your requirements for printed Goods.
19. The Goods are at Your risk from the time We deliver them to You or to a location nominated by You.
20. Claims arising from damages to Goods in transit must be notified to both Us and Our delivery company in writing within 48 hours of delivery. Goods must be retained for inspection purposes.
21. If You believe that We have failed to fulfil and deliver Your Order in compliance with these Terms, You must notify Us in writing within 7 days. We cannot entertain any claims after this time.
22. Ownership of the Goods shall not pass to You until We have received full payment for them and for all other sums which are or which become due to Us from You on any account.
23. Until ownership of the Goods has passed to You, You must:
  - a. hold the Goods on a fiduciary basis as Our bailee;
  - b. store the Goods (at no cost to Us) separately from all Your other goods in such a way that they remain readily identifiable as the Company's property;
  - c. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - d. maintain the Goods in satisfactory condition and keep them insured on Our behalf for their full price against all risks to Our reasonable satisfaction. On request You shall produce the policy of insurance to Us.
24. You may resell the Goods before ownership has passed to You solely on the following conditions:
  - a. any sale shall be effected in the ordinary course of Your business at full market value; and
  - b. any such sale shall be a sale of Our property and You shall deal as Our agent and bailee when making such a sale; and
  - c. the entire proceeds of sale are held by You in trust for Us and are not mixed with any other monies and shall at all time be identifiable as Our money
25. Your right to possession of the Goods shall terminate immediately if:
  - a. You have a bankruptcy order made against You or You make an arrangement or composition with Your creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or

- b. (being a body corporate) You enter into liquidation (whether voluntary or compulsory), or You have a receiver and/or manager, administrator or administrative receiver appointed of You undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of You or notice of intention to appoint an administrator is given by You or Your directors, or a resolution is passed or a petition presented to any court for Your winding-up; or
  - c. You encumber or in any way charge the Goods
- 26. We shall be entitled to recover payment for the Goods notwithstanding that ownership of them has not passed to You.
  - 27. You grant Us, Our agents and Our employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Your right to possession has terminated, to recover them.
  - 28. On termination of the Contract, howsoever caused, Our (but not Your) rights contained in conditions 18 to 28 remain in effect.
  - 29. Subject to conditions 30 and 31 Our entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to You in respect of any breach of these Terms, any use made or resale by You of any of the Goods or of any product incorporating any of the Goods, and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract shall be limited to the price of Your Order.
  - 30. We shall not be liable to You in any circumstances for Your loss of profit, loss of business, loss of opportunity, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract between You and Us.
  - 31. Nothing in these Terms excludes or limits Our liability for death or personal injury caused by the Company's negligence, or for any matter which it would be illegal for Us to exclude or attempt to exclude liability for, or for Our fraud or fraudulent misrepresentation.
  - 32. We shall have no liability to You if We are prevented from, or delayed in performing, Our obligations or from carrying on Our business by acts, events, omissions or accidents beyond Our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving Our workforce or the workforce of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
  - 33. No party other than You or Us shall have any rights under or in connection with these Terms.
  - 34. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with, the law of England and Wales and both You and Us irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or the Order or its subject matter or formation.