

Terms and Conditions of Sale

1. DEFINITIONS

1.1 In these Conditions:

"Company" means Clip Limited whose registered office is at: 210 Bristol Business Park Athens The Close Bristol BS16 1FJ and whose registered company number is 933144

"Conditions" means the terms and conditions of business set out in this document

"Contract" any contract between the Company and the Customer for the sale and purchase of Goods and/or Services, incorporating these Conditions

"Customer" means the person firm or company who purchases Goods and/or Services from the Company

"Designs" means any designs and/or specifications prepared and submitted by the Company to the Customer in connection with the Goods and/or Services

"Force Majeure" means any cause beyond the Company's reasonable control including without limitation strikes lock-outs sabotage theft fire storm flood power failure machinery breakdown shortage of labour or other shortages

"Goods" any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them)

"Graphics Order Request" means a written request from the Company to the Customer for the Customer to provide Submitted Designs and/or other further information and/or specifications which may include but is not limited to material of a graphical or artistic nature

"Order Confirmation" means the Company's confirmation of the Customer's order or offer referred to in clause 3.1

"Proof Stage" means the point in time in the Contract upon when the Company may from time to time submit to the Customer the Designs and/or Submitted Designs inviting the Customer's approval thereof

"Quotation" means any quotation given by the Company to the Customer in response to a request for or enquiry about the Goods and/or Services

"Services" means the services to be provided to the Customer as specified in the Contract

"Submitted Designs" means any designs and/or specifications submitted by the Customer to the Company in connection with the Goods and/or Services

2. CONDITIONS

2.1 In these Conditions references to any statute or statutory provision shall unless the context otherwise requires be construed as a reference to that statute or statutory provision from time to time amended consolidated modified extended or replaced

2.2 So far as they are not expressly varied in writing by the Company on the Company's notepaper these Conditions shall apply to all Contracts for the provision of Goods and/or Services by the Company to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document

2.3 All orders of Goods and/or Services shall be deemed to be an offer by the Customer to purchase the Goods and/or Services pursuant to these Conditions

2.4 The Quotation is an estimate of price and is for information only and does not constitute an offer by the Company to supply the Goods and/or perform the Services referred to in it and the Company shall be entitled to withdraw or modify the terms of the Quotation at any time

2.5 The Company's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Company in writing on Company notepaper. In entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed

3. ORDERS AND SPECIFICATION

3.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed by the Company in writing or (if earlier) the Company delivers the Goods to the Customer or commences provision of the Services

3.2 The Company shall not be liable for any loss or damage howsoever caused arising from any and all errors in the Designs and/or Submitted Designs which the Customer has not at the Proof Stage corrected in writing to the Company. The Customer shall be responsible to the Company for ensuring the accuracy of the Designs and/or Submitted Designs and of the terms of any order (including any applicable specifications) submitted by the Customer and that the Designs and/or Submitted Designs and any applicable specifications shall meet all necessary requirements and are suitable for the purpose for which the Goods and/or Services are required. The Customer shall be responsible for giving the Company any necessary information relating to the Goods and/or Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms. The time for delivery shall be extended by a reasonable period if delay is caused by instructions or lack of instructions from the Customer and the Company shall be entitled to make additional charges to the price stipulated if it is necessary to make modifications to the specifications provided by the Customer

3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with the Submitted Designs the Customer shall indemnify the Company against all loss damages costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent copyright design trademark or other industrial or intellectual property rights of any person which results from the Submitted Design

3.4 The quantity quality and description of and any specification of the Goods shall be those accepted in the Order Confirmation. Where the Customer has specific requirements in respect of but not limited to colour and/or size for the specifications of the Goods and/or Services the Customer shall inform the Company of these requirements at the outset of the Contract and shall ensure the accuracy thereof. The Company will not be held responsible for minor discrepancies to the Goods and/or Services where the Customer did not make these known in advance to the Company. Unless expressly agreed in writing by the Company all specifications are approximate and are subject to reasonable margins and tolerances

3.5 The Company shall use reasonable endeavours to maintain and ensure that any colour matches of the Goods are accurate and/or consistent between one dye batch and another but the Company shall give no guarantee to the Customer of exact colour matches of the Goods against any samples and/or goods previously supplied. All colour degenerates over time. A colour shift from the original may therefore occur.

3.6 Where the Customer provides Submitted Designs the Company shall be entitled to reject any specifications and/or materials supplied and/or specified by the Customer which the Company in its judgment considers unsuitable

3.7 All intellectual property rights in Designs shall be owned by the Company. The Company may grant the Customer a royalty free worldwide licence to use and reproduce the Designs in any medium other than large format digital print for a period of up to 3 years from the date of invoice. In this clause 3.7 intellectual property rights shall mean all patents, rights to inventions, utility models, copyright and related rights, rights in designs, moral rights in each case whether registered or unregistered and including all applications for a renewals or extensions of such rights in any part of the world

3.8 No order (or any part thereof) which has been accepted by the Company may be cancelled and/or rejected at any point in time by the Customer except with agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including full loss of profit on the Contract) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Company as a result of cancellation and/or rejection

3.9 Unless otherwise agreed in writing any parts materials equipment and/or products used in the production and/or delivery of the Goods and/or Services shall at all times remain the property of the Company

3.10 All samples, drawings, descriptive matter, specifications and advertisements issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and notwithstanding that any item of the Goods has been shown or supplied to the Customer the Contract does not constitute a sale by sample

4. PRICE

4.1 Subject to clauses 4.2, 4.4 and 11.2 the price for the Goods and/or Services will be the price stated in the Order Confirmation

4.2 Unless the Company shall expressly agree otherwise the price will be solely for the Goods and/or Services and will not include any additional costs or expenses such as carriage, storage, insurance, scanning, stock library images, commissioned photography, any damage or loss caused by the Customer to the Company's property equipment or goods, and any statutory charge which may be imposed by the Company and will be payable by the Customer in addition

4.3 Unless stated otherwise in the Contract the price will not include Value Added Tax which will be charged if applicable at the rate ruling at the date of delivery of the Goods and/or performance of the Services

4.4 The Company reserves the right to increase the price of the Goods and/or Services to reflect any increase in the cost to the Company which is due to any change in delivery dates quantities Submitted Designs or specifications for the Goods and/or Services which are requested by the Customer; any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions (as the context may be), or any additional charges or costs imposed on the Company as a result of the supply of the Goods and/or the provision of the Services howsoever arising

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between the Customer and the Company the Company shall be entitled to invoice the Customer for the price of the Goods and/or Services on or at any time after the Goods have been manufactured and set aside for the Contract or the Goods have been delivered and/or the Services have been performed unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods or fails to give the Company access to perform the Services in which event the Company shall be entitled to invoice the Customer for the price at any time on or after the Company has tendered delivery of the Goods and/or given notice that it is ready to perform the Services

5.2 Notwithstanding clause 5.1 where the Company requires the Customer to provide Submitted Designs to the Company and/or specifications and/or to approve the Designs in order to further the Contract the Company shall be entitled if it has not already done so to invoice the Customer for the total price of the Goods and/or Services on or at any time after 3 months from the service on the Customer of a Graphics Order Request

5.3 The Customer shall pay for the Goods and/or Services in pounds sterling in full (subject to the Company and Customer agreeing payment to be made by instalments) without any withholding deduction set off counterclaim or cross demand within 30 calendar days of the date of the Company's invoice

5.4 The Company may in its absolute discretion require the Customer to make a deposit payment to the Company at the time of acceptance of the Contract for an amount equal to a sum of up to 100 % of the price of the Goods and/or Services

5.5 No payment shall be deemed to have been received until the Company has received cleared funds or cash

5.6 Time of payment is of the essence of every Contract

5.7 If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to:

5.7.1 cancel the Contract or suspend any further work or deliveries to the Customer; and
5.7.2 charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 3% above The National Westminster Banks base rate from time to time per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998

6. DELIVERY

6.1 Unless otherwise agreed in writing by the Company delivery of the Goods and/or performance of the Services shall take place at the Customer's place of business

6.2 Any dates specified by the Company for delivery of the Goods and/or performance or completion of the Services are intended to be estimates and time for delivery/performance/completion shall not be made of the essence by notice. If no dates are stated, delivery/performance/completion shall be within a reasonable time. The Company shall in no circumstances be liable for any loss or damage arising from any delay in delivery of the Goods and/or completion of the Services howsoever caused. The Company will give the Customer such reasonable notice as it can if delivery or performance is likely to be delayed

6.3 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalment shall not entitle the Customer to treat the Contract as a whole repudiated

6.4 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery or prevents the Company delivering the Goods (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Customer's fault) then without prejudice to any other right or remedy available to the Company the Goods will be deemed to have been delivered and the Company may:

6.4.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage or

6.4.2 (in the event of the Customer failing to take delivery of the Goods within 7 days after the Company has notified the Customer that the Goods are ready for delivery) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or if the Customer wrongfully fails to take delivery of the Goods the time when the Company has tendered delivery of the Goods

7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the title in the Goods shall not pass to the Customer until the Company has received payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Customer for which payment is then due

7.3 Until such time as the title in the Goods passes to the Customer the Customer shall hold the Goods as fiduciary agent and bailee for the Company and shall keep the Goods separately from all other goods of the Customer and properly stored protected and insured and identified as the Company's property.

7.4 The Customer grants the Company, its agents and 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 the Customer's right to possession has terminated, to recover them

7.5 The Customer's right to possession of the Goods shall terminate immediately if:

7.5.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

7.5.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer; or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

7.5.3 the Customer encumbers or in any way charges any of the Goods

7.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company

7.7 Until title in the Goods passes to the Customer the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored protected and insured

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 8

8. WARRANTIES AND LIABILITIES

8.1 In respect of the:

8.1.1 Goods, the Company grants the Customer the benefit of the Company's standard warranty terms which have been or will be supplied to the Customer;

8.1.2 Services where it is shown to the reasonable satisfaction of the Company that the Services have failed to be performed or that the Services are defective the Company shall at its sole option:-

(a) supply replacement Services to the Customer free of charge;

(b) refund to the Customer the price of such Services; or

(c) grant the Customer a reasonable allowance in respect of such defects.

The liability of the Company under this clause 8.1 shall be accepted by the Customer in substitution for and to the exclusion of any other claims for direct loss which the Customer has or may have save as permitted in these Conditions.

8.2 Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 section 12) all warranties conditions or terms relating to description satisfactory quality fitness for purpose or condition of the Goods and whether implied by statute or common law or otherwise are excluded. A consumer's statutory rights are not affected by these Conditions.

8.3 The Company may from time to time make changes to the specifications of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the satisfactory quality or fitness for purpose of the Goods

8.4 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Goods and/or Services if the delay or failure was

due to Force Majeure

8.5 If delivery is not refused and the Customer does not notify the Company within five working days of the date of delivery or performance of Services of any defect in the Goods and/or the failure to perform the Services the Customer shall not be entitled to reject the Goods and/or Services and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered and/or the Services had been performed in accordance with the Contract

8.6 Any claim for short or non-delivery must be notified by the Customer to the Company in writing within 3 working days of receipt of the Goods or (as the case may be) the delivery documents or the relevant invoice and to the carrier (where relevant) within the carrier's specified time limit

8.7 Subject to clauses 8.8, 8.9 and 8.10, unless otherwise specified in the Contract or agreed by the Company in writing the total aggregate liability of the Company in respect of any claims or demands made by the Customer under the Contract or otherwise in respect of the Goods and/or Services shall be limited to the amount of the price payable under the Contract to the Company in respect of the Goods and/or Services

8.8 In any event the Company shall not be liable to the Customer under the Contract or otherwise in respect of the Goods and/or Services for any of the following:

8.8.1 for any special indirect or consequential loss or damages (including but not limited to loss of profit, loss of business, depletion of goodwill, loss of use) howsoever arising

0.2 for any liability to third parties incurred by the Customer

8.8.3 for any statement or representation made by any employee or agent of the Company unless such statement or representation is confirmed in writing on the Company's notepaper and approved by the Company

8.9 In respect only of loss or damages arising from any parts materials equipment programmes and/or products supplied by the Customer to the Company the total aggregate liability of the Company in respect of any claims or demands made by the Customer for these items shall not exceed £50 unless otherwise specified in the Contract or agreed by the Company in writing

8.10 Nothing in these Conditions excludes or limits the liability of the Company:

8.10.1 for death or personal injury caused by the Company's negligence; or

8.10.2 under s2(3) Consumer Protection Act 1987; or

8.10.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

8.10.4 for fraud or fraudulent misrepresentation

9. INSOLVENCY OF CUSTOMER

9.1 Without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and if the Goods have been delivered and/or the Services have been performed but in either case not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary in the event that:

9.1.1 an order is made or a resolution is passed for the Customer's winding up, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order on the Customer; or

9.1.2 an order is made for the appointment of an administrator to manage the Customer's affairs, business and property or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer; or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

9.1.3 a receiver is appointed of any of the Customer's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or

9.1.4 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

9.1.5 the Customer ceases, or threatens to cease, to trade; or

9.1.6 the other party takes or suffers any similar or analogous action in any jurisdiction in consequences of debt

9.2 On cancellation or suspension of the Contract the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods/Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt

10. INDEMNITY

10.1 Subject to clause 3.3 if any claim is made against the Customer that the Goods infringe or that their use or resale infringes the patent copyright design trade mark or other industrial or intellectual property rights of any other person the Company shall indemnify the Customer against all loss damages costs and expenses awarded against or incurred by the Customer in connection with the claim or paid or agreed to be paid by the Customer in settlement of the claim provided that:-

10.1.1 the Company is given full control of any proceedings or negotiations in connection with any such claim;

10.1.2 the Customer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations;

10.1.3 except pursuant to a final award the Customer shall not pay or accept any such claim or compromise any such proceedings without the consent in writing of the Company (which shall not be unreasonably withheld);

10.1.4 the Customer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);

10.1.5 the Company shall be entitled to the benefit of and the Customer shall accordingly account to the Company for all damages and costs (if any) awarded in favour of the Customer which are payable by or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and
10.1.6 without prejudice to any duty of the Customer at common law the Company shall be entitled to require the Customer to take such steps as the Company may reasonably require to mitigate or reduce any such loss damages costs or expenses for which the Company is liable to indemnify the Customer under this clause

11. EXPORT TERMS

11.1 The trade terms of the International Chamber of Commerce as in force at the date of the Contract shall apply to the export of the Goods from the United Kingdom and unless the context otherwise requires any term or expression which is defined in such trade terms shall have the same meaning in these Conditions but if there is any conflict these Conditions shall prevail

11.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon

11.3 Unless otherwise agreed in writing between the Customer and the Company, the Goods shall be delivered EXW the air or sea port of shipment and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979

12. GENERAL

12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing (which shall unless otherwise agreed include email or other electronic means) (and shall be sent by hand delivery, first class pre-paid post or electronically) addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice (if the notice is hand delivered the notice shall be deemed served at the time of delivery. If the notice is sent by first class pre-paid post the notice is deemed served 48 hours after posting and if sent by electronic means shall be deemed served on the working day following its date of service)

12.2 The rights and remedies of the Company under the Contract shall not be diminished waived or extinguished by the granting of any indulgence forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies

12.3 The Company shall be entitled without the prior approval of the Customer to assign sub-contract or sub-let the Contract or any part thereof but the Customer shall not be so entitled without prior approval of the Company

12.4 If any of these Conditions is held by any competent authority to be invalid, unenforceable or illegal in whole or in part the validity of the other Conditions will remain in force. If any invalid, unenforceable or illegal provision would be valid, unenforceable or legal if some or part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal

12.5 These Conditions and each and every Contract made pursuant thereto shall be governed by the laws of England and the Customer and the Company agree to submit to the non-exclusive jurisdiction of the English Courts

12.6 Except as otherwise provided herein a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or any of these Conditions.

Payment Details



For BACS payments Clip's bank details are as follows;

Bank Address:

National Westminster Bank
 Bristol City Office
 PO Box 238
 Corn Street
 Bristol
 BS99 7UG

For Sterling Payments:

Account name: Clip Ltd
 Account No: 21149089
 Sort code: 56-00-05

For EURO Payments

Account name: Clip Ltd
 Account No: 24027987
 Sort code: 56-00-05

IBAN No: GB26 NWBK
 5600 0521 1490 89
 BIC No: NWBK GB 2L
 SWIFT No: As BIC No

IBAN No: GB90 NWBK
 6072 0324 027987
 BIC No: NWBK GB 2L
 SWIFT No: As BIC No

For Credit Card payments you can fill in this form and fax it back to +44 (0) 117 303 8597 or telephone the details through on +44 (0) 117 937 2636.

Contact - Louise.Stallard@clipdisplay.com

Card type (Please tick)	Card Number	Valid From	Expires	Security code*	Issue number
Mastercard					
Visa					
Switch					
Solo					
Maestro					

Card Holder's Name

Amount to be debited: £.....

Company Name

Address Card is Registered

.....

Telephone Number