



TERMS & CONDITIONS

Please read these terms and conditions carefully should you continue to use the site you are agreeing to these terms. If you choose not to accept them you will not be able to proceed with an order for products from our site – www.clocprint.com By accepting these terms and conditions you agree you are entering into a legally binding contract and agree to be bound by them.

ThePrintShop is a trading name of CLOC LTD a company registered in England, registration number 01242588. Our registered address is 51 Lincoln's Inn Fields, London WC2A 3NA. Our VAT number is 719 7488 83

1. Terms

1.1 The Company contracts with a customer upon these Standard Terms and Conditions of Sale. Any variation shall be of no effect unless agreed in writing by a Director of the Company. 1.2 PREVALENCE. Unless otherwise stated in writing by the Company these conditions shall override any terms or conditions stipulated, incorporated, implied or referred to by the customer in its order or other communications. 1.3 Status. To place an order on our site you must be at least 18 years old and legally capable of entering into binding contracts.

2. Price

2.1 The Company's published offer price on the website www.clocprint.com cannot be varied before or after acceptance by any representative of the Company unless such variation is agreed in writing by a Representative of the Company. 2.2 The company is entitled to change the published price on the website in any way or at any time, however the published price will remain the price charged at the point of an online order being placed and payment being made. 2.3 All invoices for goods purchased through our site will be sent solely by email.

3. Experimental Works

Experimental work or work carried out at the customer's request will be chargeable.

4. Standing Material

All materials used by the Company in the production of type, plates, negatives, positives and photo-type setting shall remain his exclusive property. All such items when supplied by the customer shall remain the customer's property. Unless written arrangements are made to the contrary all lithographic plates and negative or positive film may be effaced immediately after the order is executed.

5. Customer's Property

All material uploaded to our site or supplied to our company in any other way is done at your own risk and should comply with the following. 5.1 The content of material you upload should be of a genuine legal nature and you should only upload material that you own the rights to or have licensed such material. 5.2 Pornographic or other improper or illegal uploaded materials will be removed and the police notified. 5.3 You must keep a copy of anything you upload to our site and agree we are not responsible for the storage or safe keeping of any such material you upload from time to time. We may delete any material which is stored by us without reference to you. 5.4 The

company shall not be responsible for checking the accuracy or suitability of data supplied input from an electronic file. 5.5 All property supplied to the Company or in transit to or from the customer shall be deemed to be at the customer's risk and the customer should insure accordingly. After notification to the customer of completion of the order, the Company shall be entitled to make a charge for the storage of the customer's order.

6. Colour Printing

It is the customer's own responsibility to ensure that the colour transparencies or photograph(s) or electronic media of any type submitted are suitable for the work in hand. The Company will not accept liability for unsatisfactory results caused by inferior or unsuitable photographic originals or inferior uploads. Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, the Company shall not be required to guarantee an exact match in colour or texture between the customer's original colour photograph, transparency or any uploaded material and the printed article. Customers who require colour reproduction of a specific standard and who wish to check the colour reproduction prior to printing, must order a colour proof, in writing when placing the order. This will be charged as an extra.

7. Claims

Any query regarding the invoice or the goods supplied must be made to the Company in writing within 7 days of invoice date or delivery date, whichever is the latest. Any query regarding non-delivery must be made within 14 days of the invoice date. Claims outside this limit will not be entertained. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible. 7.1 Non delivery. Where our goods are delivered by third parties and as such we are tied to their terms and conditions of non delivery and claims. In the event you do not receive your goods a claim will only be accepted after 7 working days from the date of dispatch. We cannot process a reprint prior to this time, you should notify us either by phone or email after 7 working days have passed that you have not received your goods and we will ask you to complete a non delivery form, we will then reprint your goods at no further cost to you.

8. Variations in Quantity

Every endeavor will be made to deliver the correct quantity ordered. However from time to time the manufacturing process creates variation in respect of quantities and as such our liability with respect to shortages are as follows: Plus or minus 5% are immaterial and no refunds or additional charges will be due. Greater than 5% the limit of the company's liability to the customer shall be to make up the shortage within a reasonable period of time or credit on a pro rata basis.

9. Proofs

9.1 Proofs (if requested) of all work are submitted electronically for the customer's approval. No responsibility will be accepted for any errors in proofs which are approved by the customer. 9.2 All such corrections on and after proof, including alterations in style, will be charged extra. 9.3 It is a condition of this Agreement that the customer shall proof read any proofs submitted for customer approval and shall sign the Company's Proof Approval Form by its duly authorised agent. In the event of failure to do so within a reasonable time the Company's obligations under the Agreement shall cease forthwith and the Company shall be entitled to be paid for the work actually undertaken to date and to claim loss of profits for the part of the Agreement unfulfilled. 9.4 The customer can request a full colour proof to be prepared if appropriate, for which an extra charge will be made. If the customer chooses not to exercise this right, the Company will not be responsible for any variance in colour or shade on the final product.

10. Tax

The Company reserves the right to charge the amount of any taxes, value added tax, duties or royalties, etc. which are payable, whether or not included on the quotation or invoice.

11. Delivery & Payment

(a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due unless the customer has before delivery opened a credit account as hereinafter described when payment will be due in accordance with clause (c) hereafter. (b) Two trade and Bankers references must be submitted and accepted before a credit account may be opened. (c) Subject to Paragraph 11(d) hereof all accounts will become due for payment on the last day of the calendar month

following delivery of the goods or in the event of the customer failing to take delivery of the goods on the agreed delivery date, on the last day of the calendar month in which delivery had been arranged. (d) The Company reserves the right on certain classes of work to insist on payment being received prior to the commencement of the work. (e) Unless otherwise specified the price quoted is for delivery, or subsequent deliveries of the work to the customer's address as set out in the quotation. A charge may be made to cover any costs involved for delivery to a different address. (f) Should expedited delivery be agreed extra fee may be charged to cover any overtime or any other additional costs involved. (g) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days the Company shall then be entitled to payment for work already carried out, materials specially ordered and any other additional costs including storage. (h) In the event of non-payment of any sum due to the Company pursuant to these conditions the Company reserves the right to charge interest thereon at the rate of 5% above Bank of England base lending rate from time to time, from the date upon which payment is contractually due until payment in full is received. 11.1 Unless otherwise agreed payment for all web site orders is due at the point of order.

11.12 Once an order has been placed and paid for, it cannot be cancelled or altered or refunded. This is because our systems are automated and background work commences the moment the order is placed.

11.2 For delivery prices published on the website every effort will be made to deliver the goods the following working day after despatch and include one mainland UK address excluding Scottish highlands, Islands or overseas. It is not possible to guarantee any delivery time or day even when a production speed service has been purchased that requires a courier delivery, this is due to having to rely on third party carriers.

We do guarantee that whenever a quicker turnaround production service is purchased that we will despatch from our factory within that time frame.

11.3 Variations for delivery options are advertised from time to time and you will be charged the advertised delivery fee dependant on the delivery option you select.

12. Liability

12.1 The Company shall not be liable for any loss to the customer arising from any delay in transit not caused by the Company. 12.2 In the event of a claim arising out of any act or neglect of the Company howsoever arising liability of the Company shall be limited to the invoiced value of the work undertaken unless otherwise agreed in writing with the Company in the person of one of its Directors. 12.3 Where the Company acts as sub-contractor it shall be the responsibility of the main contractor to check the work of the Company and the Company can accept no responsibility for any loss consequent upon a failure to check and approve the work undertaken by the Company.

13. Title

Notwithstanding delivery the property in the goods shall remain in the Company until the customer has paid in full therefore and the customer hereby declares itself trustee of the goods for the Company until such payment is made and the customer shall hold the goods and any proceeds of sale of the goods and any rights arising from any sale thereof as trustee for the Company. Notwithstanding anything to the contrary herein contained until full payment has been made the customer shall keep all the goods fully insured and shall not sell, dispose of or part with possessions and shall indemnify the Company against any loss or damage thereto howsoever arising. If payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or recall the goods or any of them and may enter upon the customer's premises for that purpose. These conditions constitute authority by any third party to enter upon any other premises wheresoever the goods are situate for the purpose of recovering the goods or any of them. Any loss sustained by the Company on such resale as aforesaid shall be for the account of the customer. Failure by the Company to enforce any of the above shall not be construed as a waiver of any of the Company's rights hereunder.

14. Illegal Matter

The Company shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

15. Force Majeure

The Company shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the forgoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any liability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

16. The use of our Designs

Every design on our site is owned or licensed to us. In exchange for the fee as advertised on our site from time to time we will grant you a non-perpetual license allowing you to use those designs as part of your advertising material providing that you do not use those same designs on any products for sale or resale.

17. Data Protection

Once an order has been placed the customer consents to its details being held by the company for accounting purposes and where necessary maybe passed to a third party to help complete the work.

17.1 The customer consents that following registration on the web site the company may use information gathered for the purposes of marketing our goods and services or special offers.

18. IP Addresses & Cookies

The company may collect information about the customer's computer including IP addresses, operating system and browser information. 18.1 The company may obtain information about the customer's general internet usage by using a cookie file which is stored on the customer's computer. The customer may refuse to accept cookies by activating a setting on their browser however this may restrict the customer to certain parts of our website. Cookies are issued when the customer logs on to the company's web site.

19. The Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

20. Variation to Terms & Conditions

The latest version of these terms and conditions may be downloaded via the web site, our terms and conditions maybe amended from time to time without prior notice. Nothing within these terms and conditions shall affect the rights of consumers.