



COMPLETE PRINT SOLUTIONS

Aztec Print (NE) Ltd Terms and Conditions

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.azteccolourprint.co.uk (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. You should print a copy of these terms and conditions for future reference.

1. YOUR STATUS

By placing an order through our site, you warrant that:

- 1.1 You are legally capable of entering into binding contracts;
- 1.2 You are at least 18 years old.

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

2.1 Your order constitutes an offer to us to buy a Product (offer to treat). All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that your order has been accepted (the Order Confirmation). The contract between us (Contract) will only be formed when we send you the Order Confirmation.

2.2 The Contract will relate only to those Products we have confirmed in the Order Confirmation. We will not be obliged to supply any other Products which may have been part of your order until confirmed in a separate Order Confirmation.

3. USE OF OUR DESIGNS

Business stationery designs on our site are owned by us or licensed to us. Designs selected from our site may not be used by you except on the Products and incidentally on copies of the Products made for the purpose of keeping a record of communications made by you. You may not use the designs for creating materials similar or identical to the Products.

4. MATERIAL AND INFORMATION PROVIDED BY YOU

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

4.2 We have the right to disclose your identity to any third party who is claiming that any material uploaded by you to our site constitutes a violation of their rights.

4.3 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 on the page. You will receive a full refund of any sums already paid for an order we do not fulfil.

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

4.5 Personal information is processed and stored in accordance with our Privacy Policy which can be found within this library.

4.6 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, at our sole discretion, with or without notice to you. We may delete your material stored by us at any time.



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4.7 We have the right to refuse to print orders which we consider to be: illegal, offensive, obscene, inappropriate, morally distasteful, defamatory etc.

5. CONSUMER RIGHTS

5.1 As the Products will have been made to your specifications or personalised by you, you will not have any right to cancel a Contract for the supply of any of the Products.

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

6. AVAILABILITY AND DELIVERY

Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 30 days of the date of the Order Confirmation, unless there are exceptional circumstances.

7. RISK AND TITLE

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

7.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges and associated costs.

8. PRICE AND PAYMENT

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

8.2 These prices exclude VAT and delivery costs, which will be added to the total amount due as set out in the Basket section of the online ordering process.

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

8.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

8.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.

8.6 Payment for all Products must be by credit or debit card. We accept payment with the cards identified on our site. We will charge your credit or debit card on acceptance of your order.

9. OUR REFUNDS POLICY

9.1 When you return a Product to us (for instance, because you have notified us in accordance with paragraph 19.2 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as



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possible and, in any case, within 30 days of the day we received your cancellation or the day we confirmed to you via e-mail that you were entitled to a refund for delivery of the defective Product.

9.2 Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the reasonable cost incurred by you in returning the item to us.

10. OUR LIABILITY

10.1 Our liability in connection with any product purchased through our site is strictly limited to the purchase price of that product (including delivery costs) and the reasonable cost of returning the product to us.

10.2 We do not exclude or limit in any way our:

10.2.1 For death or personal injury caused by our negligence;

10.2.2 Under section 2(3) of the consumer protection act 1987;

10.2.3 For fraud or fraudulent misrepresentation; or

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

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

10.3.1 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

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

11. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. 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.

12. NOTICES

All notices given by you to us must be given to Aztec Print (NE) Ltd or by post to the address at paragraph 1. above. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 14. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

13.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

13.2 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.



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13.3 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.

14. EVENTS OUTSIDE OUR CONTROL

14.1 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).

14.2 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:

14.2.1 Strikes, lock-outs or other industrial action.

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

14.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

14.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

14.2.5 Impossibility of the use of public or private telecommunications networks.

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

14.2.7 Acts of God.

14.3 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.

15. WAIVER

15.1 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.

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

15.3 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 12 (see above).

16. SEVERABILITY

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.

17. ENTIRE AGREEMENT

17.1 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

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Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 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.

17.3 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.

18. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

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

18.2 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).

19. LAW AND JURISDICTION

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.

For and on behalf of Aztec Print (NE) Ltd



Michael Whitter
Managing Director