

Terms and Conditions

1. Conditions Applicable.

1.1 Inline Graphics. VAT registered in England No. 692 7787 67. Company Office: 36 Seymour Road, Newton Abbot, Devon. TQ12 2PU. Company Works: 5D Milber Trading Estate, Newton Abbot, Devon. TQ12 4SG

1.2 These Conditions shall apply to all contracts for the sale of goods (which expression shall where the context so permits include the supply of services) by Inline Graphics (The Company) to a buyer who is acting in the course of a business (including in the course of any business) to the exclusion of all other terms and conditions.

1.3 The Company reserves the right to add to, alter, amend or withdraw at any time without notice any of these Terms and Conditions.

1.4 Orders for goods will only be accepted from Buyers acting in the course of a business and the Company will not accept orders from art gallery suppliers.

1.5 Where the Company knows or is made aware or suspects that the Buyer is a dealer in art prints or is a supplier of art prints or is otherwise engaged in the art prints supplies business, then the Company will not sell goods to that Buyer and can withdraw from any transaction entered into between the Company and the Buyer and reserves the right to refuse to sell to that Buyer at its sole discretion.

1.6 All orders for goods until accepted or rejected at its discretion by the Company shall be deemed to be an offer by the Buyer to purchase goods pursuant to these Conditions and all goods are offered subject to availability. The Company reserves the right at any time to impose a minimum order quantity on any orders for goods prior to the order being accepted by the Company.

1.7 Whilst the Company has attempted to ensure that the information within its catalogues, web site and other publications is correct at the time of publication they do not form part of any contract for the sale of goods. For technical reasons colour illustrations should be viewed as a guide only.

1.8 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

1.9 In these Terms and Conditions 'Working Day' means Monday to Friday in each week except any Bank or Public Holiday in either the Company's place of business or the country of delivery within the UK or such other days when the Company's office is closed as notified to the Buyer from time to time.

2. Orders, Specifications and Returns.

2.1 The Company reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements, or where the goods are to be supplied to the Company's specification which do not materially affect their quality or performance. Whilst the Company will endeavour to supply the product ordered, the Company reserves the right to supply products of a comparable specification without notice and to vary to a reasonable extent the quantities delivered from those ordered.

2.2 The goods sold by the Company are at its discretion categorised as:-

(i) Limited Edition Canvas Giclee Prints, made to order by the Company for direct delivery.

(ii) Open Edition Canvas Giclee Prints, made to order by the Company for direct delivery.

(iii) Limited Edition Giclee Prints, made to order by the Company for direct delivery.

(iv) Open Edition Litho Prints, stock items held by the Company for direct delivery.

2.3 Any goods sold by the Company will only be accepted as a return either at the Company's absolute discretion or where the goods are found to be defective at the date of delivery. A Company returns number is required.

2.4 Orders for stock litho prints may be cancelled at any time prior to the despatch of the goods. Orders for made to order products may only be cancelled with the written agreement of the Company.

2.5 The Company shall credit the Buyer for stock litho prints or made to order prints which are returned within 30 days of delivery provided always that: a Company returns number is provided, (made to order prints require written authorisation) the goods remain unopened and are returned in their original packaging and in the condition in which they were originally delivered otherwise the Company shall have the sole discretion not to accept the return of goods. This does not affect your statutory rights.

2.6 The Company will not invoice Sale Or Return items that are returned within 30 days of delivery (or date shown on SOR form) provided always that: a Company returns number is provided, and the goods are returned in their original packaging and in the condition in which they were originally delivered otherwise the Company shall have the sole discretion not to accept the return of goods. Carrier and insurance are the responsibility of the Buyer.

3. Price and Payment.

3.1 The Company's policy is to offer competitive prices wherever possible. The prices quoted in the Company's sales literature are so far as possible the Company's correct selling price. Due however to the ever changing nature of the supplies market unless otherwise agreed in writing, the Company reserves the right at any time to revise the price of prints without notice to the Buyer. The price of the prints shall be the price stipulated in the Company's price list current at the date of despatch of the goods. The Company will however wherever it is practical to do so endeavour to notify price changes prior to their implementation.

3.2 Prices quoted are, except where otherwise stated in writing, exclusive of VAT at the rate prevailing on the date of despatch of the goods.

3.3 The Buyer shall pay the price of the goods within 30 days of the date of the Company's invoice notwithstanding that the property in the goods has not passed to the Buyer. The time of payment shall be of the essence of the contract.

3.4 The Company reserves the right to grant, refuse, withdraw, restrict, alter, suspend or cancel credit terms at their sole discretion. The Company, without limitation, reserves the right to refuse or cancel orders for prints where the buyer is or is liable to become in breach of its agreed credit terms.

3.5 Where the Buyer's account has been suspended or cancelled or if the Buyer's credit limit is reached or exceeded the Company shall be under no obligation to accept any further orders for goods.

3.6 If the Buyer fails to make payment on the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Buyer:-

(i) Interest (both before and after any judgement) on the amount unpaid at the rate of eight per cent per annum until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

(ii) An administration fee of £25.00. (S.O.R prints administration fee of £25.00 each).

4. Delivery

4.1 Any dates quoted for delivery of the goods or supply of services are approximate only, the Company shall not be liable for any delay with regard thereto howsoever caused. Time for delivery or supply shall not be of the essence unless previously agreed in writing by the Company.

4.2 The Company reserves the right to make a separate charge for deliveries where the Buyer specifically requests and the Company agrees to making a delivery by an agreed time.

4.3 If the Company fails to deliver the goods for any reason other than any cause beyond the Company's control or the Buyer's fault and the Company is accordingly liable to the Buyer, the

Company's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the goods.

4.4 For the purposes of this clause an order is received when it is in the possession of the Company. In the case of internet orders this will be receipt in the time zone in which the Company operates.

4.5 Following the delivery of goods unless the Buyer notifies the Company within 5 days of any discrepancies in the goods received all the goods ordered as stated on the delivery note or S.O.R. form shall be deemed to have been delivered.

5. Risk and Property.

5.1 Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery or (if earlier) when possession of the goods is taken by a carrier for delivery to the Buyer.

5.2 Notwithstanding delivery and the passing of risk in the goods or any other provision of these Conditions, title to the goods or any part thereof shall not pass to the Buyer until:-

5.2.1 The Company has received payment of all monies owed due and payable by it to the Company for the prints and all other goods agreed to be sold by the Company to the Buyer for which payment is then due;

or

5.2.2 The Company serves notice in writing on the Buyer specifying that title in the goods or any specified part thereof has passed to the Buyer. Until title to the goods has passed, the Buyer shall possess the goods or any part thereof as a bailee of the Company and shall store the goods or any part thereof in the same state and condition in which they have been delivered separately from other goods so as to ensure that they are clearly identifiable as the property of the Company.

5.3 The Company shall be entitled to recover the goods in respect of which title has not passed to the Buyer at any time and the Buyer hereby licences the Company, its officers, employees and agents to enter upon any premises of the Buyer for the purpose either of satisfying itself that clause 5.2 hereof is being complied with by the Buyer or recovering any goods in respect of which title has not passed to the Buyer.

5.4 No liquidator, receiver, administrator or administrative receiver of the Buyer shall have authority to sell goods to which the Company has title without the prior written consent of the Company.

5.5 Until such time as the title to the goods passes to the Buyer, the Buyer shall be entitled to use the goods in the ordinary course of business.

6. Warranties and Liability

6.1 The Company will replace prints found to be defective on delivery without charge. Goods incorrectly supplied or invoiced as a result of error on the part of the Company will be collected or credited without charge. Any Litho Print in its original, undamaged packaging, except Made to Order prints which require written authorisation, may be returned within 30 days of delivery. These are the sole remedies in such cases.

6.2 Subject to the conditions set out below the Company warrants that all prints will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months.

6.3 The above warranty is given by the Company subject to the condition that the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the manufacturers' or the Company's instructions (whether oral or in writing), misuse or alteration or repair without the Company's approval.

6.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, subject to clause 6.6 below. The Buyer when ordering via email must ensure it has in place virus protection as the Company accepts no liability for viruses transmitted or passed to the Buyer through use of the Company's internet connection whether for ordering purposes or otherwise.

6.5 Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to repair or replace the goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Buyer the price of the goods (or proportionate part of the price), but the Company shall have no further liability to the Buyer.

6.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or services or their use or resale by the Buyer.

6.7 The Buyer agrees that it is best able to estimate the extent and nature of the insurance cover suitable for its business and property from time to time and that it is reasonable for the Company to sell the prints and fix the purchase price on the basis of the exclusions and limitations of liability which price would be higher were such provisions altered in these conditions and the Buyer agrees that it will be responsible for effecting insurance cover as mentioned above including (but not limited to) any required insurance cover in respect of any loss or damage of whatsoever kind or howsoever caused either by reason of the negligence of the Company or otherwise to premises, plant or to other property and the Company shall have no legal liability in respect of any such loss or damage.

6.8 The Company shall not be liable to the Buyer 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, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:-

(i) Act of God, adverse weather conditions, explosion, flood, tempest, fire or accident.

(ii) War or threat of war, sabotage, insurrection, civil disturbance or requisition.

(iii) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

(iv) Import or export regulations or embargoes.

(v) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party).

(vi) Difficulties in obtaining raw materials, labour, fuel, parts or machinery.

(vii) Power failure or breakdown in any vehicle or machinery or any computer malfunction.

(viii) The imposition of Stopping, Waiting, Parking or similar restrictions which delay or prevent the Company from reasonably affecting delivery of the goods.

7. General

7.1 The contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction for the English courts in relation to any dispute hereunder.

7.2 Nothing in this agreement shall confer, nor do the parties intend it to confer, any enforceable right on any third party and the Contracts (Rights of Third Parties) 1999 shall not apply.