



HAWK PROMOTIONS

A printing service dedicated to dentists, with a large range of products to help run and present your practice

Terms & Conditions . . .

General

- 1a. These Conditions of Trading ("Conditions") shall be incorporated into all contracts for the supply of goods (a "Contract") made between Hawk Promotions ("the Company") and any person or persons contracting with the Company and named as the buyer in the Company's standard notification of acceptance of an order ("the Buyer").
- 1b. The headings in these Conditions do not affect or limit their meaning or construction.
- 1c. No variation of these conditions shall be valid unless previously agreed in writing by the Company.
- 1d. All descriptions, illustrations, designs or indications of performance given in any catalogue, price list or advertising matter or other document are intended to give the Buyer a general idea of goods to be supplied and are not intended to be, and are not, of any contractual effect and do not make any Contract a sale by description. Notwithstanding that a sample of goods may have been exhibited to and inspected by the Buyer it is hereby declared that this shall not constitute a sale by sample under any Contract- Price Variation
2. Estimates are based on the Company's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

Tax

3. Except in the case of a customer who is not contracting in the course of a business not holding himself out as doing so, the Company reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

Preliminary Work

4. All work carried out whether experimentally or otherwise, at customer's request shall be charged.

Copy

5. A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

Proofs

6. Where proofs of work are supplied to the customer for approval, the Company shall incur no liability for any errors which are not detected and clearly marked by the customer for correction on those proofs, in cases where matters including style, type, or layout are left by the customer to the discretion of the Company, any subsequent change in specification including authors' amendments made by the customer will be charged.

Payment Terms

- 7a. Normal payment terms are net cash 30 days from date of delivery and time shall be of the essence in this respect, but the Company reserves the right to modify these terms or to impose C.O.D. terms.
- 7b. No discounts or other terms of payment will apply unless confirmed in writing by the Company.
- 7c. If payment is not received in full when due, the Company reserves the right to charge the Buyer interest on the unpaid amount at a rate of two per cent (2%) per month or at such other rate as the Company may specify.

Delivery

- 8a. Every endeavour will be made by the Company to adhere to delivery dates quoted but such dates are estimates only and are not guaranteed, neither shall they under any circumstances be deemed to be a term or condition of any Contract between the Buyer and the Company. The Company shall accept no liability of whatsoever nature for failure to meet such dates and such failure shall not entitle the Buyer to repudiate or cancel such Contract unless an express guarantee to effect delivery by a specified date has been given in writing by a director of the Company.
- 8b. The Company reserves the right to suspend delivery in respect of any orders.

Damage on Delivery and Non-delivery

- 9a. Goods shall be deemed to have been delivered complete, undamaged, in good condition and to the Buyer's satisfaction unless the Company receives written notice to the contract within 5 working days (10 working days in respect of overseas sales) from the date of delivery. The Company's liability for partial loss or damage or non-delivery of goods shall not exceed the amount of the contract price of such goods.
- 9b. If the Buyer fails or refuses to take delivery of the goods he shall be liable to the Company for any loss, whether consequential or otherwise, occasioned by such or refusal and/or any charge, cost or expense thereby incurred by the Company (including carriage and storage costs) and the Company reserves the right to

impose a reasonable charge for the care and custody of goods.

Claims

10. Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Company and the carrier within 5 clear days of delivery (or in the case of non-delivery, within 26 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Company and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the company within 27 days of delivery. The Company shall not be liable in respect of any claims 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.

Limitation of the Company's Liability

- 11a. Except as otherwise expressly mentioned in these Conditions, the Company shall have no liability of any kind to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer, whether in contract or negligence or otherwise howsoever, other than for death or personal injury to the extent that it is caused by the negligence of the Company, it's employees or agents.
- 11b. No forbearance or indulgence by the Company whether in respect of these conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Buyer or be taken as a waiver of any of these Conditions.

Standing Material

- 12a. Metal, magnetic and optical media, film, bromide and other materials owned by the Company and used by him in the production of type, plates, dies, film-output, negatives, positives and the like shall remain the exclusive property of the Company. Such items when supplied by the customer shall remain the customer's property.
- 12b. Type may be distributed and lithographic, film and plates, magnetic and optical media or other work effaced immediately after the order is executed unless written arrangements are made to the contrary, in the latter event, rent may be charged.

Customer's Property

- 13a. Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to the Company by or on behalf of the customer shall, while it is in the possession of the company or in transit to or from the customer, be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.
- 13b. The Company shall be entitled to make a reasonable charge for the storage of any customer's property left with the Company before receipt of the order or after notification to the customer of completion of the work.

Material Supplied by the Customer

- 14a. The Company may reject any paper, magnetic media, film, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Company in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.
- 14b. Where materials are so supplied or specified, the Company will take every care to secure the best, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
- 14c. Quantities of materials supplied shall be adequate to cover normal spoilage.

Insolvency

15. If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay his debts or has a winding up petition against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the company without prejudice to other remedies shall: i) have the right to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as the Company thinks fit and to apply the proceeds towards such debts.

Illegal Matter

- 16a. The Company shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- 16b. 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.

Force majeure

17. 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 foregoing) 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 inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may be 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.

Title

- 18a. The risk in the goods passes to the customer upon delivery.
- 18b. Until full payment has been received by the company for all amounts due to the Company from the customer under this or any other contract. Property in the goods shall remain in the Company.
- 18c. Until payment (under sub-clause b herein) the customer is required to store the goods in such a way that they are clearly the property of the Company.
- 18d. The above provisions shall not be prejudiced by work upon the goods by the Company or merger of the goods with other goods or materials insofar as the goods remain reasonably identifiable and retrievable.
- 18e. If during such time as title has not passed in the goods the goods are worked upon or merged with other goods or materials so that they are no longer reasonably identifiable and retrievable the property in the resultant product shall be and remain with the Company until payment.
- 18f. The customer must insure the goods in whatever form against all risks while they are held at the customer's risk.
- 18g. In the event of loss and/or damage to the goods or any other event reducing their immediate value which has been insured against under sub-clause f while at the customer's risk the customer must promptly secure payment under the policy or policies relating to the goods and must account to the Company for the same or, if the Company so desires, assign to the Company the benefit of such policy in respect of the goods.
- 18h. Until payment the customer shall keep the goods for the Company in its capacity as fiduciary owner.
- 18i. If payment becomes overdue in whole or in part the Company may recover or re-sell the goods and may enter the customer's premises for this purpose.
- 18j. Notwithstanding that title to the goods has not passed to the customer the customer may sell or resultant product as agent for the Company and in the normal course of the customer's business provided always that if the customer receives payment upon such sale in whole or in part the customer shall account to the Company for such payment to the extent of indebtedness under sub-clause b.
- 18k. If under sub-clause j the customer receives monies and these are held by the customer pending payment to the Company these monies shall be held in a separate account.
- 18l. If under sub-clause j the customer sells but does not receive full payment the customer shall in the event of payment to the Company being or becoming overdue assign to the Company the claim or claims he has in respect of outstanding payment.
- 18m. In the event of sale under sub-clause j the customer must notify the Company of the material particulars of the sale promptly and in any event within five days of the relevant agreement to sell.

Law

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