

## **Danuk Innovative Gifts Limited - Terms and Conditions**

### **General**

Danuk Innovative Gifts Limited (Danuk) reserves the right to add to, alter, amend or withdraw at any time without notice any of these Terms & Conditions. While attempting to ensure the information within the catalogues, the web site and other publications is correct at the time of print, they do not form part of any contract for the sale of goods.

### **Artwork**

If personalised products are being produced, all logos and fonts should be provided to the design team.

The following formats are acceptable; preferably vector based with the file extension .ai, .eps, .cdr, .pdf or high-resolution jpegs, tiffs, or pngs saved at 300dpi.

All artwork fonts must be saved to curves or saved as font outlines if the font cannot be provided.

If specific fonts are required and are not already owned by Danuk, the buyer will incur the charge for purchasing the font required.

### **Orders**

The office must receive a signed confirmation of all orders before it is processed.

This confirmation must include the following information:

1. Product description
2. Artwork agreed
3. Quantity
4. Price
5. Delivery address
6. Invoice address
7. Full contact details including telephone, fax and e-mail (if applicable)
8. Signature of authorised person

### **Payment**

Prices quoted are, unless otherwise stated, exclusive of VAT. Full payment is required with orders.

VAT must be paid on orders and if appropriate claimed back through the buyers organisation.

Unless otherwise stated in the order or arranged via a supplier agreement, payment is due within 14 days of receipt of invoice or, if later, the goods in question.

If payment is not received by the due date Danuk shall be entitled to charge the buyer interest on the amount unpaid at the rate of 10 per cent per annum until payment in full is made. An administration charge may also be incurred.

If payment is not received by the due date and Danuk instruct an agent to facilitate collection of monies due, then Danuk reserve the right to charge the buyer for any such fees incurred in collection and the buyer agrees to indemnify Danuk directly for such costs.

### **Delivery**

The goods shall be delivered during usual business hours to the delivery address stated within the order, unless otherwise specified.

Any dates quoted for delivery of goods are approximate only; Danuk shall not be liable for any delay with regard thereto howsoever caused.

Danuk's guarantee of delivery is subject to the buyer providing sufficient accurate information and appropriate facilities to enable the Company to effect delivery of the goods.

Goods cannot be despatched where account is overdue.

All accepted orders for stock items received by 12 noon shall be delivered within the following three working days.

A courier will deliver the goods and the buyer should not accept damaged packages.

Danuk reserves the right to make a separate charge for deliveries where the buyer specifically requests and Danuk agrees to deliver goods by an agreed time.

Following delivery, unless Danuk is notified within 48 hours of any discrepancies, all goods stated on the invoice shall be deemed to have been delivered.

#### Termination

The buyer may not cancel the order for personalised items once artwork has been approved and an order confirmation has been received.

If the buyer cancels the personalised order after such time, they will be liable for the full cost of the order.

#### Risk

All risk for the goods passes to the buyer on delivery.

#### Title

It is the intention of Danuk and agreed by the buyer that the ownership of the goods shall not pass until

- a. The buyer has paid all of the amount due for the particular goods
- b. The client has met all other obligations due by the client to Danuk in respect of all contracts between Danuk and the client.

#### Defects

The goods provided will be free from defects in material and workmanship and will correspond with the relevant artwork specification approved by the buyer.

The buyer should inspect the goods on receipt within 48 hrs of delivery, and notify Danuk of any defects, shortage of quantity, damage, failure to comply with description or quote.

If the client should fail to comply with these provisions the goods shall be presumed to be free of defect in terms of material and workmanship, and free of shortage in quantity.

For damaged or defective goods in quality or condition which Danuk has agreed in writing that the buyer is entitled to reject, Danuk's liability is limited to repairing or replacing the goods provided (or the part in question) or to refund to the buyer the price of the goods or proportionate part; provided

- a. The buyer has complied with the previous provisions (regarding 48 hour notification of defect)
- b. The goods have been stored appropriately and/or used for their intended purpose.
- c. The goods are returned in the condition in which they were delivered.

#### Limitation of liability

Danuk shall be under no liability whatsoever to the buyer for any indirect loss and/or expense including loss of profit or goodwill suffered by the client or any 3rd party, for delays in shipping arising out of any unforeseen circumstances including customs clearance.

In the event of any breach of this contract by Danuk the remedies of the buyer shall be to damages and Danuk's liability (if any) whether in contract, tort or otherwise in respect of any defect in the goods, or for any breach of these terms and condition of any duty owed to the buyer in connection with them shall be limited to the amount of the price for the avoidance of doubt nothing in these terms and conditions shall exclude or restrict Danuk's liability for the death or personal injury to any person resulting from Danuk's negligence.

### **Buyer's disclaimer**

The buyer disclaims any right to rescind or cancel this contract, or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the client by Danuk and the buyer acknowledges that the goods are bought relating solely upon the buyer's skill and judgement.

### **Acceptance**

Any instruction received by Danuk from the buyer for the supply of goods and /or the buyers acceptance of goods, supplied by Danuk shall constitute acceptance of the terms and conditions contained herein.

Upon the acceptance of the terms and conditions by the client the terms and conditions are irrevocable and can only be amended with the written consent of Danuk .

### **Application of these terms and conditions**

Where the buyer buys goods these terms and conditions (in particular, clauses relating to risk disclaimer, defects, returns, warranties and limitation of liability) shall be subject to any laws or legislation governing the rights of buyers and not affect the buyer's statutory rights.

### **General**

Danuk shall not be liable for any default due to any act of god, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm, or any event beyond their reasonable control.

If any of provision of these terms and condition shall be invalid, void, illegal, or unenforceable the validity, existence, liability, and enforceability of renaming provisions shall not be affected, prejudiced or impaired,

These terms and conditions and any contract to which they apply are subject to the jurisdiction of and shall be governed by the laws of England and Wales.