

# Inndus Terms & Conditions

The placing of an order indicates your acceptance of these terms and conditions. Please read them carefully and print a copy for future reference.

These terms and conditions do not affect your statutory rights. We have the right to refuse at our discretion to supply any goods ordered by you.

## Quotations and Estimates

- (a) Quotations are based on current costs of materials and services and unless otherwise agreed in writing, are subject to amendment to meet any rise in such costs between the date of quotation and the date of execution, except that such quotation shall be held firm for 30 days.
- (b) When quotations are based on specifications, roughs, layouts, samples, dummies or printed, typewritten or other good copy provided by the client, any extra work or cost caused by any variation by the customer of their original instructions or specifications shall be additionally chargeable.
- (c) Upon acceptance by the customer, Inndus UK Ltd's written quotation shall be deemed to have interpreted the customer's instructions correctly.

## No Waiver

Our failure to insist upon strict performance of any provision of these Terms and Conditions shall not be deemed to be a waiver of our rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of these Terms and Conditions.

## Description of Goods/Warranty and Liability

Although we warrant that the goods will, at the time of delivery, correspond to the description given by us all products we sell are of a technical nature and it is not practical to publish detailed specifications of all the products. All images, descriptive matter, specifications and advertising are for the sole purpose of giving an approximate description of the goods.

## Products

We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss.

## Proofs

All artwork supplied by customers must be supplied in CMYK format. Inndus UK Ltd cannot be responsible for any colour shift that may occur when converting from RGB to CMYK.

All artwork must be supplied as 300dpi Hi-Res PDF's. Inndus UK Ltd is not responsible for images that may print blurred due to faulty artwork supplied by the customer. If the artwork supplied is not 'Print Ready' then Inndus UK Ltd will contact you in order for you to re-supply or to make amendments and endeavour to get your order into print as soon as possible. In most cases Inndus UK Ltd will amend your artwork for you without charge if it is simple, however we may have to charge for alterations which can't be rectified quickly - but we will of course advise you of any costs beforehand. Also, proofs of work may be submitted for customer's approval prior to printing. No liability is accepted for any errors not corrected by the customer on proofs so submitted. Customer's alterations, and additional proofs necessitated thereby, shall be charged as an extra. Any delays in artwork not being supplied 'print ready' or delays in approving the proofs may lead to your order missing the desired delivery slot.

## Complaints

Any complaints must be made within 48hours of receiving your goods. Any complaints made after this time period are void of any right to refund or reprint.

## Printing Defects

Customer must notify Inndus UK Ltd in writing (via email) within 5 business days of delivery of any defects discovered in the finished goods. In order to receive replacements Customer must return 95% of the delivered product within 7 days of delivery. Inndus UK Ltd shall not be liable for any costs, expenses incurred by the customer or any other person or 3rd party company arising directly or indirectly out of any print error. In the event that we have printed a document incorrectly and it is found to be our fault then we will supply a full re-print without cost to the customer. If the customer wishes to alter the artwork prior to the re-print then this will be treated as a new order and be consequently charged for.

Any changes in quantity ordered must be made in writing via email prior to commencement of processing. Any increases in the order must be regarded as a separate contract unless written notification is received before work commences on the original order. We reserve the right to alter the delivery date agreed initially due to our having to potentially order in more materials to achieve a desired larger quantity.

### **Quantity Changes to orders**

Any changes in quantity ordered must be made in writing via email prior to commencement of processing. Any increases in the order must be regarded as a separate contract unless written notification is received before work commences on the original order. We reserve the right to alter the delivery date agreed initially due to our having to potentially order in more materials to achieve a desired larger quantity.

Where applicable all prices quoted are subject to VAT at the current rate.

### **Quantity variation**

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

### **Paper Grams (GSM)**

We cannot give 100% guarantee of the paper grams (GSM) as we buy from paper merchant with certificate of paper grams. ( + - ) 5% variation of paper grams (GSM) can happen due to large volume of paper purchase from different merchant.

### **Delivery**

Every effort will be made to deliver on time, but any delivery day specified is a 'best endeavour' and no liability is accepted for any loss arising from delay or error in the delivery of the goods. We will do our very best to ensure that an order is despatched on the day specified for overnight next day delivery. But we cannot give an exact delivery time guarantee or assure that the delivery will be made on as per our indicated time, as we have to rely on Third Party Delivery Company / courier. There is a high probability that the delivery times calculated on the website are maintained if orders are received by specified time and are based on customers supplying 'print ready' artwork. Any delays in artwork not being supplied 'Print Ready' may lead to your order missing the desired delivery slot. Please see Supplied Customer Artwork for further explanation.

Inndus UK Ltd shall not be liable for any losses, costs, damages or expenses incurred by the customer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date. We will not be under any liability whatsoever in the event that we are prevented or delayed from supplying or making delivery of any Goods by any reason or cause beyond our control.

Any delivery times given are estimated and might be extended in connection with high volume of orders.

If an order is delivered to the wrong delivery addresses due to the customer providing us with the wrong address, Inndus UK Ltd will re-deliver the package to the correct address and charge for the additional delivery cost.

### **Order returns, cancellation, refunds**

Due to nature of products we sell, reimbursements for products already printed or being printed are not possible. It is possible to cancel orders that have not already been produced or sent to print. In that case, we are entitled to charge 5% of the original order cost plus a £25 administration fee to cover time spent processing the order. If your order is in the process of being checked by our artwork department through our 'make print ready' process and you decide to cancel, then due to the costs involved - you will only be entitled to a 50% reimbursement of the initial order cost. To avoid these charges a customer can be given a credit for future print work at the discretion of the production manager.

### **Liability**

Except as may be implied by law and except in the case of death or personal injury where the Customer is dealing as a consumer, in the event of any breach of these Terms and Conditions by us the remedies to you shall be limited to damages which shall in no circumstances exceed the price of the Goods and we shall under no circumstances be liable for any indirect, incidental or consequential damages.

### **Severability**

In the event that any or any part of these Terms and Conditions shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

### **Force Majeure**

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

### **Payment Method**

A 25 % deposit is required to process all orders. Full payment must be received and cleared within 10 days of receiving your order. All prices are quoted in Pounds Sterling and payment cannot be accepted in any other currency. We are pleased to accept, cheques and Bank Transfers for goods.

### **Quotations**

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract; we shall be entitled to charge such increases to you.

### **VAT**

Where applicable all prices quoted are subject to VAT at the current rate. If VAT is noticed on your order after the bill has been paid, you as the customer are still liable to pay the VAT in full. We are bound by law to charge VAT according to HM Customs & Excise guidelines