

Fresh - Terms & Conditions

1. INTERPRETATION

In these Terms and Conditions the following words have the following meanings:

"the Company" means Fresh whose registered office is Unit 2 The Business Village, Kingsbridge, Devon TQ47FN

"Contract" means the agreements between the Company and the Purchaser for the purchase of the Goods and incorporating these terms and conditions and any special conditions detailed in the Order or on the website.

"Goods" means the goods to be supplied or procured by the Company and purchased by the Purchaser on the terms of the Contract.

"Order" means the purchase order containing details relating to the Goods and Contract.

"the Purchaser" means the person, firm, company or other organisation purchasing the Goods from the Company.

2. GENERAL

2.1 The Company do business upon and subject to these general conditions which will be deemed to be incorporated into all Contracts between the Company and the Purchasers to the exclusion of any other terms and conditions of the Purchasers.

2.2 A quotation shall only constitute an invitation to treat. All Orders are subject to acceptance by the Company, the Purchasers acceptance of delivery of said acknowledgement of

Orders shall be deemed to include acceptance of these general conditions

2.3 Telephone Orders must be confirmed in writing by letter, fax or email. No responsibility will be accepted if this is not done.

2.4 The Company cannot guarantee that the Goods will be exactly the same as previously supplied. Samples are available on request to check for size, materials etc.

3. BASIS OF THE CONTRACT

All illustrations contained in the Company's brochures, catalogues, advertisements or price lists are approximate only and are intended merely to give a general idea of the Goods described therein and shall not form part of the contract.

These terms and Conditions apply to all purchases of Goods from the Company whether it's Website, by telesales, facsimile, e-mail or otherwise.

Orders will not be processed by the Company until they have received a signed copy of the Order form, Artwork Approval Form, and full payment for the Order unless otherwise agreed with the Company.

4. WAIVER

Failure by the Company at any time to enforce any of the provisions of these general conditions shall not be construed as waiver by the Company of such provisions or in any way affect the validity of these general conditions.

5. PRICES

All prices shall be as per the Company's price list current at the date of this dispatch.. All prices are subject to increase without notice owing to

Circumstances beyond the Company's control

6. ORIENTATION

All blocks, dies and screens required for printing will incur additional costs.

7. ARTWORK

All artwork including reductions, enlargements and touching up will be chargeable. Minimum artwork charge: £30 - £50. Initial artwork charge will be charged upon signing order form in way of a deposit and will be deducted from final price.

8. VARIATION IN QUANTITY

The Company shall use all reasonable endeavours to deliver the Goods ordered and detailed in the Order but there shall be allowed a variation of up to ten per cent (10%) in the quantity of the Goods per Order. In the event of such variation the Company reserves the right to increase or decrease the price accordingly.

9. LIABILITY

9.1 The Purchasers shall be responsible for the Goods being suitable in every way for the purpose for which they are intended to use them and no warranty, condition or representation is given by the Company as to the fitness of any Goods for any particular purpose.

9.2 In the event that the Company is prevented from carrying out it's obligations under a Contract for sale as a result of any cause beyond its control, such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and failure by third parties to deliver goods, the Company shall be relieved of its obligations and liabilities under such Contract for sale for as long as such fulfilment is prevented.

9.3 Any liability of the Company to the Purchasers shall be limited in total to the price of the Goods.

9.4 In the event of incorrect or faulty Goods supplied, credit will only be given if the entire consignment is returned.

9.5 Once the artwork has been signed by the client you are agreeing the artwork is suitable to go to production and we are not liable for any errors missed but the client.

10. SAMPLES

Printed samples and proofs are only supplied on request of the customer and we cannot guarantee the final product will match exactly. Any Samples can be sent on approval and charged for accordingly.

11. TERMS OF PAYMENT

All orders are pro-forma, in the event of artwork being produced we will require payment for this on confirmation of order and we require full payment on approval of artwork before ordering of any materials or production are undertaken. Time of payment shall be of the essence and if any amount shall not be paid on the due date the Purchasers shall pay to the Company on demand interest thereon at an annual rate of 7% above Barclay's Plc's base lending rate, such interest to accrue from day to day and run after as well as before any Judgement.

12. DELIVERY

Any time or date given for delivery of the Goods whether specified in the Order or otherwise given by the Company shall be taken as an estimate made by the Company in good faith but shall not be binding upon the Company as a term of the Contract or otherwise. Time of delivery is not of the essence for the purposes of the Contract and the Company will not be liable for any loss or damage sustained by the Purchaser in consequence of any failure to deliver within such time or by such date or in consequence of the delay howsoever caused.

13. NOTICE OF NON-DELIVERY, SHORTAGE OR DAMAGED GOODS

The Purchasers shall inspect all Goods immediately upon delivery and shall within seven days from delivery notify the Company in writing of any matter or thing by reason of which they may allege that the Goods are not in accordance with the Contract. If the Purchasers shall fail to give such notice within such period it shall conclusively be determined that the Goods are as to quality, number, weight, volume and in all respects in accordance with the contract and that the Purchasers have accepted them. The Purchasers shall have no right to reject the goods, but shall be bound to pay for the same accordingly. Goods damaged in transit should not be accepted from the carrier and no credit will be given for or replacements made of Goods accepted from the carrier in a damaged condition. Non delivery by any carrier must be notified to the Company in writing within 14 days. Goods are only returnable with our expressed agreement. Goods will not be accepted back without prior agreement.

14. CANCELLATIONS

All cancellations must be notified in writing. Charges will be made for all artwork, work done and materials bought with a minimum admin fee of £25.

15. PRINTING

Unless otherwise specified printing colour, size and position will be at our discretion even on repeat orders. We also reserve the right to allow a 10% colour variation per order. Where colour matches are requested, a 100% match cannot be guaranteed. We reserve the right to use your logo or advertisement in our brochures unless otherwise instructed in writing.

16. REPEAT ORDERS

The onus is on the Purchaser to ensure that the Company has all the correct details from previous Orders.