

# L J Savage t/a Savage Promotions - Terms & Conditions, Page 1 of 2.

All orders are accepted on L J Savage t/a Savage Promotions Standard Terms and Conditions of Sale, which are set out below.  
In these terms the expression "us", "our" and "we" shall mean "L J Savage t/a Savage Promotions".

## SAMPLES

**Samples:** There is a charge for all samples supplied, unless otherwise agreed by in writing. If the sample is from our standard range, it may be returned. If returned in perfect condition a full refund will be issued. All carriage costs will be borne by the client. Supplied samples will not include your details or intended artwork. This service is available, but additional costs will apply.

**Responsibility:** It is the customer's responsibility to ensure that the goods ordered are in every way correct for the purpose for which they are intended, notwithstanding that such purpose may not be known to us. We are responsible only for supplying goods to the specification agreed with the customer. If you have any concerns regarding a product, we strongly recommend requesting a sample. An additional cost will apply for this service.

**Clothing Sizes:** Due to variations in different manufacturer's sizes, if you have any concerns, we strongly recommend requesting a sample. An additional cost will apply for this service.

**Clothing Shrinkage:** Garments may be subject to shrinkage upon washing of up to 9%.

## ARTWORK

### Artwork Requirements:

**Supply:** Artwork should be supplied via email in the following programs:  
QuarkXpress up to v7, Illustrator, InDesign and PhotoShop up to CS4 and Adobe Reader.  
File formats should be supplied in EPS, TIF, PDF and High Resolution Jpeg (minimum 300dpi).  
Please make sure to supply all fonts and links/images or outline text and embed images into the files.

**Poor Quality:** Where the artwork supplied is of poor quality, we will request something of a higher standard or suggest to have it redrawn. There will be a cost for this service.

**Artwork Approval:** Prior to print and/or production we will supply an artwork approval document outlining the product details and personalisation details. As this is a virtual representation of the final product and not a physical sample, variations may occur between the artwork signed off and the final product delivered. If you have any concerns, we strongly recommend requesting a pre-production sample. An additional cost will apply for this service.

## PERSONALISATION

### Colour Matching:

**Pantone Colour Matching:** Whilst we endeavour to match Pantone references as closely to those supplied as possible, there may be a variance of +/- 10%. For exact matches, please contact us in relation to the additional cost. Where no reference is given, a swatch should be supplied and matched at our discretion. We CANNOT match from colours supplied via electronic format, as the appearance of colours vary from one computer screen to another.

**Embroidery Thread Matching:** As there are a limited number of thread colours available, we cannot guarantee an exact Pantone match for embroidered colours.

**Process (Full Colour) Printing:** Where an item is printed using any four colour (CMYK) or three colour (RGB) process print, we cannot guarantee a match for any colours. On occasion there may be variations in colours within the same batch.

### Artwork & Logo Reproduction:

**Embroidery:** Due to its nature, an exact replication of a logo or artwork cannot be guaranteed with the embroidery process. The final design will be our interpretation of the artwork supplied. If you have any concerns, we strongly recommend requesting a pre-production sample. An additional cost will apply for this service.

**Spot Colour Printing:** Due to its nature, spot colour printing by use of screen or pad (Tampo) printing, cannot always guarantee an exact reproduction of the artwork approved.

**Engraving:** As engraving is achieved by scratching a surface, the contrast achieved between the engraved and non-engraved areas will vary from product to product. There may also be variations within the same batch.

**Foil Blocking & Embossing:** As foil blocking and embossing require the application of significant pressure to a product, the final product may vary from that shown on the artwork approval. If you have any concerns, we strongly recommend requesting a pre-production sample. An additional cost will apply for this service.

**Matching Material:** Whilst we make every effort to supply material and goods in accordance with any reference sample or proof submitted this cannot be guaranteed and no condition or warranty to this effect shall be implied. Every effort will be made to obtain the best possible match to the standard required by the customer, but due to the nature of the manufacturing processes involved, we shall not be required to guarantee an exact match in colour, texture, shape, size or material performance.

## ACCOUNTS & PAYMENTS

**Currencies:** All goods are invoiced in Sterling.

**Price Variation:** All quotations are given subject to sight or artwork. We reserve the right to amend quotations on or at any time after receipt of artwork. We reserve the right, by giving notice to the customer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the customer, or any delay caused by the instructions of the customer or failure of the customer to give us adequate information or instructions.

**VAT:** Unless otherwise stated all prices are ex-works and do not include VAT.

**Carriage:** Unless otherwise stated, a carriage charge will be added to all orders placed.

**Artwork Origination:** Unless otherwise stated, an artwork origination charge will be added to all orders placed.

**Ownership:** Title, legal or beneficial, to any goods supplied by us, does not pass to the customer until payment has been made in full.

### Payment:

**Non Credit Accounts:** Unless otherwise agreed in writing, full payment is required prior to production on a pro-forma basis of all orders for all non-account customers. Where deemed appropriate by us, we may agree in writing to a payment of 50% of the full

payment up front prior to production, with the remaining 50% due upon delivery date of goods.

**Credit Accounts:** Accounts approved by us in writing are due for payment within 30 days from the date of the invoice or as may have otherwise been agreed in writing by us.

**Overdue Accounts:** Late accounts may result in orders being held until payment is received. Accounts are overdue after that time and any portion so overdue renders the whole account overdue, in which case we reserve the right to recover all costs, charges and expenses incurred by us or our agents in the collection of moneys on overdue accounts.

### Interest on Overdue Accounts:

We reserve the right to charge interest on any overdue amount at the rate of 2.5% (two and a half percent) per month such accruing on a daily basis from the day following that on which the amount became due.

### Credit Account Applications:

Credit accounts are considered at our discretion for regular customers. A regular customer is defined as any company placing two or more orders per year for 2 (two) consecutive years. Credit accounts may also be considered at our discretion for customers who do not fulfill the requirements of being defined as a regular customer. We reserve the right to withdraw credit facilities at any time without prior notice.

**Invoiced Quantities:** Due to under / over runs on production, we reserve the right to invoice 10% (ten percent) below or above on all order quantities.

**Cheques:** All cheques should be made payable to Savage Promotions. Crossed and marked \*Account Payee Only\*.

**Unpaid Cheques:** A charge of £30 will be made on any cheques returned to us unpaid, whatever the reason.

## DELIVERIES & LEAD-TIMES

**Lead-times:** Lead-time is estimated from time of approval of artwork NOT from time of placing order. Where a faster than standard lead-time is required, we may be able to offer an express service at an extra cost.

**Delivery Dates:** The delivery date stated on our order acknowledgment is an anticipated delivery date. Whilst we endeavor to deliver on or before this date, on occasion circumstances beyond our control may mean this is not possible.

**Carriers:** All of our deliveries, including between us and our suppliers, are subcontracted to third parties. We cannot be held responsible for late deliveries by such third party carriers. If you have any concerns, we strongly recommend nominating a carrier of your choice. However, due to differing supplier prices, additional charges may apply.

Accepting to use one of our designated carriers, denotes your acceptance of their terms and conditions.

No responsibility will be accepted in respect of non-delivery of goods unless the customer notifies us in writing within 5 days of dispatch.

**Time Specific Deliveries:** Our delivery date covers delivery up to 6pm on that date. Should you require a time specific delivery, please let us know so that an alternative delivery method may be used. Such means may incur additional expense.

**Force Majeure:** We shall be under no liability if we are unable to carry out any provision of the contract for any reason beyond our control including but not limited to:

- Acts of God
- Legislation
- War

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- Fire
- Flood
- Drought
- Failure of power supply
- Lock out
- Strike
- Actions taken by persons in the contemplation of a dispute
- Owing to any inability to produce materials, necessary labour, or subcontracted suppliers required for performance of the contract.

During the continuance of such a contingency the customer may, by written notice, elect to terminate the contract and agree to pay for work done, materials used and loss of contribution to overhead, but subject thereto the customer shall otherwise agree to accept delivery when available.

**Delivery Quantities:** Due to under / over runs on production, we reserve the right to invoice 10% (ten percent) below or above on all order quantities.

## AFTER DELIVERY

**Claims:** Notification of claims must be submitted in writing within 3 (three) days of receipt of goods. All damaged items must be returned within 5 (five) days of lodging a claim. Claims will only be considered on the goods returned, so please ensure to send all goods back to us.

When receiving goods via any of our carriers, please always check the contents of the parcels/pallet before signing the carrier's delivery note. Claims will not be accepted for items that were signed for in good condition where they are later found to be damaged.

All of our deliveries are subcontracted to third parties. We cannot be held responsible for damages as a result of these carriers. Whilst we will submit for any losses incurred, compensation is limited by each carriers own terms and conditions. If you have any concerns, we strongly recommend nominating a carrier of your choice. However, due to differing carrier prices, additional charges may apply.

We also strongly recommend arranging your own insurance to cover against such an eventuality.

**Returns:** Restocking of unwanted / over ordered, plain stock goods will be by prior agreement only and credited at cost less 20% (twenty percent), provided they are returned to our premises, carriage paid and in good order and condition. Acceptance is at our discretion. Where the returned goods are found to be in unacceptable condition, they will be returned to you at your own expense.

Personalised items cannot be returned.

**Limit of Liabilities:** We shall not be liable for direct or indirect loss or claims occasioned directly or indirectly by delay in completing or delivering the work, delay in transit or for claims arising from normal trade variations in quality.

**Defective Goods:** Where work is defective for any reason, including negligence, our liability will be restricted to rectifying such defect or replacing the work or crediting the price of any defective goods charged and in no circumstances whatsoever will we be liable for any claim in excess of the invoice price of the goods on which any claim is made.

## GENERAL

**Descriptions:** All dimensions, descriptions in our catalogues, websites and price lists are approximate and are not subject to a guarantee of accuracy.

**Alterations:** We reserve the right to alter prices and specifications or to discontinue any items without prior notice to customers, please check availability when ordering.

**Errors:** While every effort has been made to ensure the accuracy of all prices and descriptions quoted in all our price lists, catalogues and websites, we cannot guarantee their accuracy and recommend you verify prices and descriptions when ordering.

**Colour:** Due to the printing process and variations between computer screens, the colours depicted in our catalogues and on our websites may vary from the actual product supplied.

**Size:** The products in our catalogues and displayed on our websites are not to scale.

**Logos:** The company names, logos and trademarks used in our catalogues and on our websites are reproduced only to demonstrate the effects obtained by personalisation and as a guide to printing positions. They do not necessarily imply that the products have been supplied to, or endorsed by the owners of the trademarks featured. We apologise for any inconvenience caused. The items featured are not for resale with these specific logos on them.

We shall not be required to supply any matter which in our opinion is or may be illegal or of a libellous nature.

We shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any infringement of copyright, patent or similar right resulting from compliance with the customer's instructions either express or implied. This indemnity will extend to any amounts paid for legal advice in settlement of any claim.

**Wavier:** No waiver in respect of any breach of any one of these Terms and Conditions shall operate as a waiver on respect of a breach of any other subsequent breach of any Condition. Any such waiver must be previously agreed in writing by all parties to the contract.

**Jurisdiction:** Any contract formed under these Terms and Conditions shall be construed and enforced in accordance with English law in the Courts of England and Wales.

**Changes:** These terms are subject to change without notification. Please contact us regularly for updates.

**Acceptance of these terms and conditions:** The placing of an order denotes the knowledge of and acceptance of these Terms and Conditions of Sale. Should you have any queries regarding any of the terms and conditions, please contact us for clarification.