

# TERMS & CONDITIONS

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To ensure fast processing of your order, we have established the following policies. Please review prior to applying for credit.

**FIRST-TIME CUSTOMERS:** Clients first three orders will be billed on a pro-forma basis and would require full payment, including carriage, prior to shipping. Clients would then be welcome to make an application for 30 day credit on any subsequent orders.

**REPEAT CUSTOMERS:** Once Terms are established, all orders will either be 30 days or require a 50% deposit (credit card authorization O.K.) with balance 30 days depending on credit standing. We reserve the right to change established terms depending on credit standing/history.

**FINALISATION OF ORDERS:** Orders are considered FINAL when Graphique Media Solutions receives either signed or verbal consent of quotation, a purchase order, a deposit or 100% payment.

**CREDIT APPROVAL:** Acceptance of all customer orders is subject to final approval by the credit manager of Graphique Media Solutions. Credit approval will be based in part on customer's acceptance of the following Terms and Conditions.

**CHANGES/CANCELLATIONS:** If a job is changed or cancelled by Buyer after signed estimate/P.O./final art/instructions are received, we reserve the right to charge Buyer up to total cost of labour/materials ordered specifically for the job. Entire balance is Payable in Full according to terms.

**CREDIT AND BILLING TERMS:** Graphique Media Solutions credit terms are defined on an individual customer basis, subject to credit approvals. GMS reserve the right to amend these terms at any time.

**PAYMENTS:** Cheques should be made payable to Graphique Media Solutions and should be mailed to Trebyan Business Park, Lanhydrock, Nr Bodmin, Cornwall PL30 5DQ. The date of payment is the date that payment is received by Graphique Media Solutions. Payments on account will be applied to outstanding service charges first, then to the outstanding invoices. A charge will be added to returned cheques. CREDIT CARDS ACCEPTED via a Paypal. A service charge will be levied.

**PAST DUE ACCOUNTS:** Invoices not paid within Net 30 days of the due date will be subject to a finance charge of 18% annually, but not to exceed the maximum amount permitted by applicable government legislation This finance charge shall be levied each week until all overdue balances are paid. The Buyer hereby agrees to pay Graphique Media Solutions any such finance charges regardless of any purchase order policy that the Buyer may have to the contrary. Amounts withheld as a result of disputes will not be levied finance charges to the extent disputed amounts are resolved in favour of the Buyer. Disputed amounts resolved in Graphique Media Solutions behalf and all other unauthorised overdue balances will be levied finance charges. Graphique Media Solutions reserve the right to cancel the credit facility if these terms are not adhered to.

**COST OF COLLECTION:** If a Buyer fails to pay any amount when due, including finance charges, Buyer agrees to pay the full amount of any costs or expense, including reasonable attorney's fees incurred by Graphique Media Solutions in the collection of such overdue amounts by litigation or otherwise.

**RETURNS, CREDITS & EXCHANGES:** No returns, exchanges or credit will be given on custom orders. No merchandise may be returned to Graphique Media Solutions without prior written authorization in the form of a Return Authorization Form, email or verbal approval. Any returns, credits or exchanges are at the discretion of Graphique Media Solutions. Buyer agrees to pay return freight and/or reasonable storage charges for merchandise returned without prior authorization regardless of the merits of return. Liability for loss or damage shall rest with Buyer until such return is duly authorized and accepted by Graphique Media Solutions. All items must be returned in original packaging and show no signs of use, wear or abuse.

**AUTHORITY OF PARTIES:** No soliciting agent, sales representative or employee of Graphique Media Solutions shall have the power to waive any of the terms or provisions hereof, or to incur additional obligations or make additional representation or warranties on behalf of Graphique Media Solutions unless same are evidenced by an agreement, in writing, signed by a duly authorized officer of Graphique Media Solutions. Signer for the Buyer represents that he or she is a duly authorized agent for the Buyer, empowered to sign this document and that the information supplied in this Credit Application form is true and accurate.

**ANY PRODUCT ISSUES MUST BE BROUGHT TO THE ATTENTION OF GRAPHIQUE MEDIA SOLUTIONS WITHIN 48 HOURS OF RECEIPT OF ORDER.**

Continued overleaf >

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**ARTWORK OWNERSHIP/COPYRIGHT:** As the originator, Graphique Media Solutions remains the sole owner of any artwork or designs produced on behalf of its clients as stated under the Copyright, Designs and Patents Act 1988. Any infringement of copyright by unlawful copying or reproduction is strictly prohibited. Anyone using any of this material in part or whole without the express permission of Graphique Media Solutions will be in breach of copyright. The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Graphique Media Solutions for inclusion within any work.

Copyright may be purchased for any artwork created by Graphique. Usual rates are detailed below, however, GMS reserve the right to negotiate alternative rates. If copyright transfer is agreed prior to invoice due date of the job the cost would be twice the agreed price/hourly rate of the approved artwork. Copyright sought on artwork created past the invoice due date would be subject to three times the agreed price/hourly rate of the final approved artwork.

**CANCELLATION AND REJECTION FEES:** Our clients are subject to a cancellation fee if a project is cancelled for reasons beyond the control of and unrelated to the performance of Graphique Media Solutions.

**Artwork/design:** If cancellation occurs during the design stage the cancellation fee will be based on the hours spent on the job chargeable at the hourly rate as set out by Graphique Media Solutions. If the cancellation occurs following the proof approval stage then the cancellation fee will 100% of all remaining contracted payments.

**SUBMITTING YOUR OWN ARTWORK:** Graphique Media Solutions will not be held responsible for any artwork supplied for print by the client which results in unsatisfactory results unrelated to the performance of Graphique Media Solutions. When you send us your own artwork, you are responsible for the end result of printing. We will look at the artwork and suggest any corrections (if need be) and we can also supply templates for creating your own artwork if time allows for us to do this. It is also your responsibility to ensure that any design that is submitted is not in violation of any copyright laws. We assume that your artwork is legally yours. Graphique Media Solutions cannot be held responsible for colour variations, as it is beyond our control and we will not reprint at our expense as a result of such variations. There can be a colour variation from run to run also, this may result in slight alterations in the colouring for repeat orders. If you require a colour proof this can be organised at an additional cost, this is a print perfect imitation of the end result.

**PROOF READS:** We will endeavor to spot any obvious errors on your artwork (design, spelling, grammar, etc), but ultimately, it is your responsibility to accept the final proof. We will not be liable for any errors after accepting the proof reads. It is your responsibility to ask for another proof if you find it difficult to read. When we provide you with an email proof, this is an indication of the final result, colour variation may occur.

**DEADLINES:** While we attempt to meet your requested deadline, unforeseen delays in delivery services, break down of equipment, illness, inclement weather and other unforeseen occurrences may impact our ability to meet your deadline.

**I have read and understood the terms and conditions set out in this Agreement and hereby agree to be bound by them.**

Signed: ..... Print Name: .....

Date: .... / .... / .....