



Unit 4, Malmo Court, Kirkleatham Business Park, Redcar, Cleveland, TS10 5SQ  
Tel: 01642 474 230 Fax: 0845 280 6162 email: [info@firstchoicelabels.co.uk](mailto:info@firstchoicelabels.co.uk)

## ***TERMS & CONDITIONS OF SALE***

The following terms and conditions ("the Conditions") are the terms on which **First Choice Labels limited** sells products and supersedes all other terms and conditions relating to the subject matter of these Conditions:

### **1 PRICE AND PAYMENT**

- 1.1 The price (exclusive of VAT, if applicable, or any analogous sales tax, carriage, freight, postage or insurance costs) for the Goods ("the Price") shall be the price as stated on the list maintained by the Seller detailing prices of the Goods as amended by the Seller from time to time, or such other price as the parties may agree in writing.
- 1.2 Payment of the Price shall be made by the Buyer within 30 days of the date of the invoice for the Goods. Any exception to this must be agreed in advance by a director of First Choice Labels Ltd and confirmed in writing at point of order.

### **2 GOODS**

- 2.1 All Goods shall be required to conform to the specification in the order for Goods by the Buyer as accepted by the Seller's acknowledgement ("the Purchase Order") or as otherwise expressly agreed in writing.
- 2.2 Any order for Goods sent by the Buyer to the Seller shall only be accepted by means of the Seller's standard acknowledgement form and shall be deemed to be accepted subject to the Conditions contained herein.
- 2.3 The quantity of goods delivered & invoiced can be subject of up to 10% +/- variation without notification.
- 2.4 Each order for Goods accepted by the Seller shall be deemed to be an individual legally binding contract between the parties.

### **3 DELIVERY**

- 3.1 The Seller shall deliver the Goods to the Buyer at the address of the Buyer in the Purchase Order.
- 3.2 Time shall not be of the essence for delivery.
- 3.3 Delivery will be 7 to 10 working days from receipt of confirmation order and customer signed artwork approval, were applicable. A customers requested delivery date will be considered a request by the seller not fundamental to the order.
- 3.4 The seller may despatch part or complete orders within 2 days +/- from the customers requested delivery date without further notice.
- 3.5 The Buyer shall be deemed to have accepted the Goods upon their delivery.
- 3.6 All risk in the Goods shall pass to the Buyer upon delivery
- 3.7 If the Seller is unable to deliver the Goods for reasons outside its control, the Seller shall be entitled, at the Buyer's expense, to place the Goods in storage until such time as the Goods may be delivered.

### **4 TITLE TO GOODS**

- 4.1 The Seller warrants that it has good title to the Goods and that it will transfer title in the Goods to the Buyer pursuant to Clause 4.2.
- 4.2 Notwithstanding delivery, title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods. Nothing in this Clause shall prevent the Seller from raising an action against the Buyer for payment of the Goods.

### **5 CALL OFF CONTRACT ORDERS**

- 5.1 First Choice Labels limited reserve the right to deliver any goods outstanding from a call off contract within the final month of the contract or recalculate the price on which the goods are supplied based on the new order quantity/delivery schedule and retrospectively invoice.

### **6 MANUFACTURE**

- 6.1 PRELIMINARY WORK – All work carried out, whether experimentally or otherwise, at customers request shall be charged extra.
- 6.2 ARTWORK – A charge may be made to cover any additional work involved where artwork supplied is not clear, legible or fit for purpose.
- 6.3 PROOFS – Design proofs for all printed work will be submitted for customer's approval and we shall incur no liability for any errors not corrected by the customer in proofs so submitted.
- 6.4 Customer's alterations and additional proofs necessitated thereby shall be charged extra. Any products already manufactured, based on the original proof approval, will be delivered and charged at full price.
- 6.5 When style, type or layout is left to our judgement, changes thereafter made by the customer shall be charged extra.
- 6.6 Electronic proofs are sent for illustration only.
- 6.7 If the customer needs to accurately proof colours then a Chromalin print or a full production draw must be supplied and will be charged extra.

### **7 COLOURS**

- 7.1 If the customer has specified a specific Pantone reference number or given First Choice Labels Ltd a printed sample with an area of solid colour larger than 10mm x 10mm we will match the colour to within 4delta E as measured by our spectrophotometer using the CIE L.a.B standard.
- 7.2 Print appearance will vary if the substrate printed is different to the sample provided. First Choice Labels Ltd will not accept liability for the difference in appearance if the delta E value measures within the above tolerance.
- 7.3 If higher levels of colour accuracy are required by the customer this must be agreed with an authorised representative of First Choice Labels Ltd and confirmed to First Choice Labels Ltd in writing at point of order.
- 7.4 No liability will be accepted by First Choice Labels Ltd for colour variation if the customer has not complied with the above.



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## **8 DAMAGE IN TRANSIT**

8.1 Upon serving notice within 24 hours of delivery to the Seller, the Buyer shall be entitled to replacement Goods if the Seller is reasonably satisfied that the Goods have been damaged during transportation.

## **9 GUARANTEE**

9.1 Where the goods have been manufactured by the Seller and are found to be defective, the Seller shall repair or in its sole discretion, replace defective Goods free of charge upon the following conditions:

9.2.1 The Buyer giving notice of the defect within 5 days of the defect coming to the Buyer's attention; such notice being served within 30 days of delivery;

9.2.2 the defect being due to the Seller's faulty design, workmanship or materials; and

9.2.3 The defect not having arisen from the Buyer's failure to comply with the Seller's oral or written instructions as to storage, installation, use or maintenance of the Goods or in accordance with good trade practice.

9.3 Any Goods to be repaired or replaced under Clause 6.1 shall be delivered to the Seller at the Buyer's expense.

9.4 Where the Goods have been manufactured and supplied to the Buyer by a third party the Seller shall where possible pass on to the Buyer the benefit of any warranty in respect of the Goods granted to the Seller by such third party.

## **10 IMITATION OF LIABILITY**

10.1 Subject to the Seller's liability under Clause 4 and subject to Clause 8 the Seller shall not be liable to the Buyer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Buyer or for any loss or damage to or caused by the Goods.

10.2 Subject to this Clause 7 and Clause 8 all other conditions, warranties or other stipulations concerning the Goods whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and, in particular, but without limiting the foregoing generality, the Seller grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.

10.3 Subject to Clause 8 the liability of the Seller under this Agreement howsoever arising shall not exceed the Price.

## **11 GENERAL**

11.1 Nothing in these Conditions shall be construed so as to exclude or limit the liability of the Seller for breach of the warranties contained in Clause 4 or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the contract between the Seller and the Buyer for the sale and purchase of the Goods incorporating these Conditions.

11.2 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's fraudulent misrepresentation, negligent actions or those of its employees or agents.

## **12 GOVERNING LAW AND JURISDICTION**

12.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.