

TERMS & CONDITIONS

Terms governing the use of our services

1. Kudu Products Ltd.

Kudu Products Ltd (registered number 04362849) whose registered office is at Unit 10, ABS Business Park, Viaduct Street, Stanningley Leeds LS28 6AU.

2. Price Variation

Price estimates are based on the Kudu Products Ltd current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance, where such amendment is required in order to meet any rise or fall in such costs.

3. Tax

Kudu Products Ltd reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

4. Preliminary Work

All work carried out, whether experimentally or otherwise, at customer's request shall be chargeable.

5. Copy

Where any additional work of whatever nature is necessary as a result of copy supplied by a customer not being clear and/or legible, Kudu Products Ltd shall be entitled to make additional charges on a time and materials basis to cover such additional work.

6. Proofs

Proofs of all work may be submitted for customer's approval and Kudu Products Ltd shall incur no liability for any errors not corrected by the customer in proofs so submitted. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to the Kudu Products Ltd discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.

7. Copyright

Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by Kudu Products Ltd shall vest in and belong to Kudu Products Ltd. Kudu Products Ltd may use any artwork or printing produced by itself for the purposes of promoting itself and/or Kudu Products Ltd. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials prior to instructing Kudu Products Ltd to reproduce the same. The customer shall indemnify and hold Kudu Products Ltd and its agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the Materials by Kudu Products Ltd infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party. All design, text, illustrations, graphics, photographs, diagrams, drawings, logos and the selection and arrangement thereof, and all source code and all other material content of any Website owned, controlled or operated by Kudu Products Ltd and Kudu Products Ltd's Buying Guide and Kudu Products Ltd's Marketing Collateral are the intellectual property of Kudu Products Ltd or its content providers and as between Kudu Products Ltd and the customer all intellectual property rights (including all copyright) arising out of or connected with such content shall belong to Kudu Products Ltd. No reproduction of any part is allowed without written permission.

8. Company Imprint

Unless otherwise specifically requested in writing any work may carry Kudu Products Ltd imprint which will be positioned at the Kudu Products Ltd discretion.

9. Delivery & Payment

Turnaround is measured in Working Days, defined as days on which the clearing banks in the City of London are open for normal business. For orders made on a Guaranteed Turnaround service (being orders guaranteed to be ready within a certain period (the Guaranteed Period), delivery (as more particularly described in paragraph 9(b) below) will be made no later than 10pm on the last Working Day of the Guaranteed Period. Should Kudu Products Ltd fail to deliver within the Guaranteed Period (see also paragraph 10 Variations in quantity), a service 'credit' will be awarded up to the value of the order in question (redeemable against future orders within 6 months of issue of the Credit in question) (the Credit). The customer will still be obliged to pay in full for the order in respect of which delivery was late, including any of the sums charged specifically for the provision of the Guaranteed Turnaround Service (the Premium Charges). Where the late delivery is as the result of the action or inaction of a third party, such as a carrier, Kudu Products Ltd, at their absolute discretion, may elect to extend the Turnaround by one Working Day and the customer shall not be awarded a Credit during this time.

In addition: These services rely on the customer not delaying the progress of the order in any way (which delays include but are not limited to the customer not returning proofs by the time specified by the printing.com res Kudu Products Ltd or failing to make payment by the time such payment is due) (a Customer Delay). In the event of a Customer Delay the customer shall not be awarded a Credit and the customer shall still be obliged to pay the Premium Charges but the Kudu Products Ltd shall not be bound to deliver within the Guaranteed Period.

Delivery of work by Kudu Products Ltd shall be deemed to take place upon collection of the work by the customer (where the customer is obliged to collect the work) or (where the Kudu Products Ltd is obliged to deliver the work) actual delivery of the work to the customer by Kudu Products Ltd. Where the customer is obliged to collect the work, customer's failure to collect the work on the day on which Kudu Products Ltd is contractually obliged to have it ready for collection shall be classed as a Customer Delay. Where Kudu Products Ltd is obliged to deliver the work to the customer but the customer provides Kudu Products Ltd with incomplete or incorrect delivery information or is not available to accept delivery, then provided that the printing.com has used reasonable endeavours to deliver the work to the customer, a failed delivery shall be classed as a Customer Delay. Unless otherwise specified the price quoted is for collection of the work from Kudu Products Ltd. A charge may be made to cover any extra costs involved for delivery to a different address. Should expedited delivery be agreed Kudu Products Ltd shall be entitled to make additional charges on a time and materials basis to cover any overtime or any other additional costs involved, including without limitation, the cost of couriers or special delivery post. Work to be suspended at the request of or delayed through any default of the customer for a period of 30 days or more Kudu Products Ltd shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage. Risk of loss of or damage to work completed by Kudu Products Ltd shall pass to the customer on delivery. Notwithstanding delivery and the passing of risk in the work to the customer, ownership of and title to the work shall not pass to the customer and shall be retained by Kudu Products Ltd until Kudu Products Ltd has received payment in full in respect of the work. In the unlikely event that Kudu Products Ltd deems it necessary to re-print work, the Guaranteed Period shall recommence from the time of the Kudu Products Ltd confirmation to the customer of its agreement to reprint the work.

10. Variations In Quantity

Every endeavour will be made to deliver the correct quantity ordered. However some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations are immaterial and that Kudu Products Ltd shall have no liability in respect of such variations. For other variations the Kudu Products Ltd's entire liability will be to award a Credit. The table below sets out the circumstances under which a Credit will be awarded:

11. Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Kudu Products Ltd and the carrier within three clear days of delivery (or, in the case of non-delivery within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to Kudu Products Ltd and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to Kudu Products Ltd within 28 days of delivery. Kudu Products Ltd shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

12. Liability

Kudu Products Ltd gives no warranties or guarantees or makes any representations as to the merchantability or fitness for a particular purpose of any completed work the subject of a customer's order and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions are hereby excluded. Kudu Products Ltd shall not be liable for any loss arising from delay in transit not caused by Kudu Products Ltd. Further, Kudu Products Ltd shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill or loss of anticipated savings or loss of data. The total aggregate liability of Kudu Products Ltd in respect of any and all causes of action arising out of or in connection with the customer's order and the Kudu Products Ltd's performance of services pursuant to such order (whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise) shall (subject to the provisions of paragraph 10) be limited to the sums paid to Kudu Products Ltd by the customer in respect of the order pursuant to which liability has arisen. Nothing in these terms and conditions shall be construed so as to limit or exclude liability which cannot, pursuant to English Law, be excluded or limited including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.

13. Standing Material

Metal and other materials owned by and used by it in the production of plates, film-setting, negatives, positives and the like shall remain the exclusive property of Kudu Products Ltd. Such items when supplied by the customer shall remain the customer's property. Lithographic, together work or other materials supplied by the customer may be effaced or destroyed immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, Kudu Products Ltd shall be entitled to make additional charges.

14. Customer's Property

The customer's property and all property supplied to Kudu Products Ltd by or on behalf of the customer shall while it is in the possession of Kudu Products Ltd or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure such property accordingly. Where a customer fails to collect work within 20 working days from notification to the customer of completion of the work, Kudu Products Ltd shall be entitled, at its discretion, to either store the work until actual delivery or collection is made and charge the customer for the costs (including insurance) of storage or to destroy such work (provided that the customer shall nevertheless remain liable for payment in respect of the relevant order).

15. Materials Supplied by the Customer

Kudu Products Ltd may reject any paper, plates or other materials supplied or specified by the customer which it considers to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Kudu Products Ltd in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer. Kudu Products Ltd shall have no liability in respect of any work being of less than reasonably satisfactory quality as a result of defects in or the unsuitability of materials supplied or specified by the customer. Kudu Products Ltd shall assume that quantities of materials supplied shall be adequate to cover normal spoilage accordingly if the quantities of materials supplied are not sufficient to cover normal spoilage (an Insufficient Supply) then Kudu Products Ltd shall have no liability for any shortfall in quantity to the extent that such shortfall arises as a result of such Insufficient Supply.

16. Credit Terms and Payment

For invoices not settled within the agreed credit terms or for payments returned unpaid (such as cheques, credit cards or similar), Kudu Products Ltd reserves the right to charge interest on the overdue debt at 2% above the HSBC base rate at the time and an administration fee to cover its debt recovery costs and any other costs relating to the collection of payment.

17. Insolvency

If the customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against it, Kudu Products Ltd without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to Kudu Products Ltd, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in the Kudu Products Ltd's possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as Kudu Products Ltd thinks fit and to apply the proceeds towards such debts.

18. Illegal Matter

Products Ltd shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party. Without prejudice to paragraph 7 above, the customer shall indemnify and hold Kudu Products Ltd harmless against all claims, demands, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of the work it is required to produce pursuant to a customer order being or alleged to be defamatory.

19. Periodical Publications

Save in respect of a material breach and/or in the event that a claim arises under any indemnity set out above a contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Without prejudice to the foregoing, Kudu Products Ltd may terminate any such contract forthwith should any sum due thereunder remain unpaid for a period of 7 or more days from its due date.

20. Full Colour Printing

All reasonable efforts shall be made to obtain the best possible colour reproduction on customer's work but variation is inherent in the print process and it is understood and accepted as reasonable that, Kudu Products Ltd shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by printing.com reseller or other party) or any other materials supplied by the customer and the printed article the subject of the customer's order.

21. Data Protection

By placing an order with Kudu Products Ltd, the customer consents to its details being passed on to Kudu Products Ltd for accounting and marketing purposes. The details will be kept by Kudu Products Ltd even after the customer's trading relationship with Kudu Products Ltd has terminated. Kudu Products Ltd and Kudu Products Ltd may use the customer's personal data to let customers know about goods and services similar to the goods or services provided to the customer previously and any other matters that Kudu Products Ltd consider may be of interest to customers.

22. Force Majeure

Kudu Products Ltd reseller shall be under no liability if it shall be unable to perform any obligation which is owed by it to the customer for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Kudu Products Ltd elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

23. Variation to Terms and Conditions

These terms and conditions may be amended from time to time.

24. Law

These terms and conditions and all other express terms of the contract with customers shall be governed and construed in accordance with English law. English Courts shall have jurisdiction in relation to any matters arising in connection with any contract between Kudu Products Ltd and the customer into which these terms are incorporated.