



Terms and Conditions

Harlow Solutions



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CONDITIONS OF SALE

No responsibility is accepted for designs whether designed by Harlow Solutions or produced to customer's designs. Customers must ensure that any such designs do not infringe any copyright design, or any other rights and will indemnify Harlow Solutions against any costs, claims and demands resulting from any alleged infringement of copyright, design or other rights of third parties.

The materials to be used on any goods the subject of this quotation, and the accompanying report where such has been requested, have been prepared after laboratory tests and are believed to be the most suitable for use in the particular circumstances in which the goods comprised in this quotation are stated to be required for use.

The customer is at liberty to accept or reject Harlow Solutions Recommendation as to materials but if an order is placed the responsibility of Harlow Solutions as to the suitability of the materials shall thereupon be at an end and Harlow Solutions will accept no responsibility of any nature for loss or damage caused by the use of these materials.

1. **PRELIMINARY WORK:** Work produced whether experimentally or otherwise, at customer's request will be charged for
2. **PROOFS:** Author's corrections on and after the first proof, including alterations in style, will be charged extra. Proof of all work may be submitted for customer's approval, and no responsibility will be accepted for any errors which may be passed by the customer.
3. **DESPATCH AND PAYMENT:** In the absence of any agreement to the contrary, goods will be despatched when completed and payment for the goods shall be made against despatch.
4. **EXPEDITED DESPATCH:** Should dispatch of work be required sooner than the normal time requisite for its proper production, every effort will be made to secure freedom from defects but reasonable allowance must be made by the customer in such cases. Should such dispatch necessitate overtime being worked or other additional cost being incurred, a charge will be made to cover the increased cost.
5. **RETENTION OF TITLE:**
 - (a) We shall retain sole and absolute property in such Goods as legal and beneficial owner until a buyer has paid the full invoice price and until that time a buyer shall be in possession of the Goods as bailee for use and shall be deemed to have so acknowledged. Until the full invoice price has been paid a buyer shall store the Goods separately from other goods and in a manner which makes them readily identifiable as Goods delivered by us.
 - (b) A buyer's right to possession of any Goods for which the full invoice price has not been paid shall cease if, being an individual, he commits an available act of bankruptcy or, being a company, a receiver becomes entitled to take possession of any of its assets or any person becomes entitled to present a petition for its winding up or it is resolved that it be wound up. We shall be entitled in these events to enter at any time and with or without vehicles upon any premises of a buyer at which we reasonably believe such goods to be stored and to repossess them.



(c) A buyer shall be at liberty in the ordinary course of business process and make products from and, as our agent, to sell Goods for which the full invoice price has not been paid. The proceeds of any such sale shall be for our account and shall be held in trust for us until a buyer has paid the full invoice price for the Goods.

- 6. QUANTITY DESPATCHED:** Every endeavour will be made to dispatch the correct quantity ordered, but, owing to the difficulty of producing exact quantities, quotations are conditional upon a margin of 10 per cent being allowed for overs or shortage, the same to be charged for or deducted.
- 7. CLAIMS**
- (a) Any complaints concerning defective goods must be made in writing within ten days of receipt of the goods by the customer. In the event of such a complaint being justified in Harlow Solutions' opinion the goods will be replaced at no extra cost to the customer. Save as provided above Harlow Solutions shall not be responsible for any loss or damage of any nature whether direct or consequential arising from any defect or error in the goods or from delay or loss in delivery.
- (b) Notification of delivery discrepancies (i.e. part or non-delivery) must be made in writing by the customer within ten days of receipt of AdviceNote/Invoice.
- 8. STANDING MATTER AND PRINTER'S MATERIALS:** Type may be distributed and/or litho graphic, photogravure, or other work effaced immediately after the order is executed, unless written arrangements are made to the contrary. In the latter event, rent shall be paid unless any other specific arrangement has been made.
- 9. CUSTOMER'S PROPERTY:** Customer's property when supplied will be held at customer's risk. Every care will be taken to secure the best results where materials are supplied by customers, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.
- 10. ILLEGAL MATTER:** Harlow Solutions shall not be required to print any matter which in their unrestricted opinion is of an illegal or improper nature or unsuitable for any reason for publication. The customer will indemnify Harlow Solutions for and against all costs, claims and demands which may arise in any proceedings brought against Harlow Solutions arising from the nature of the matter printed or its form of content.
- 11. FORCE MAJEURE:** Every effort will be made to carry out any contract based on a quotation, but the due performance of it is subject to variation or cancellation owing to an Act of God, War, Strikes, Lock-outs, Fire, Flood, Drought, or any other cause beyond control, or owing to inability to procure materials or articles except at increased prices due to any of the foregoing causes.
- 12. COST VARIATION:** Quotations are based on the current cost of production (materials, working hours and wages), and are subject to amendment on or after acceptance to meet any recognised rise or fall in such cost.
- 13. VARIATIONS:** No variation of this agreement shall take effect unless made in writing.



- 14. DISPUTE RESOLUTION:** This Agreement will be governed by the laws of England. The parties will with the help of the Centre for DisputeResolution (CEDR) seek to resolve disputes between them by alternative dispute resolution. If the parties fail to agree within six months of initiation of the procedure either party may commence court action in respect of the subject matter of the dispute.
- 15. DATA PROMISE:** Harlow Solutions is committed to protecting your privacy and data. We will use the information we collect about you in accordance with GDPR. More information can be found on our website at <https://harlowsolutions.co.uk/> or please contact us for queries.
- 16. DIRECT MAIL:** All postage estimates are quoted on a job by job basis and follow Royal Mail's rules regarding pack content, service levels and posting volumes unless otherwise stated. Any changes to the pack content or posting volume can affect the postage rates and so a new estimate should be requested. Reductions in quantity to below the postal level quoted will incur extra charges. An increase in the pack weight to above the weight bracket quoted will incur extra charges. To avoid extra charges please inform us of any changes to your mailing. Payment terms on postage is payment in advance of the mailing date unless otherwise agreed. Door-drop dates may be affected by public holidays or Royal Mail actions that are beyond our control. Delivery rates and mailing services are as per the Royal Mail guidelines. For more information on Royal Mail's rules and guidelines, please see the Royal Mail website.