



Standard Terms & Conditions of Sale

1 Definitions

The “Company” shall mean HMA Creative Limited. The “Goods” shall mean the merchandise/services agreed to be produced/supplied by the Company pursuant to this contract. The “Customer” shall mean the person, firm or company to whom any quotation is given or from whom an order for the Goods to be produced is received. References to the Company shall include its permitted assignees. A Customer’s own Conditions of Purchase will not in part or full replace or supersede any of the following Conditions of Sale unless otherwise agreed to in writing by both parties.

2. Prices

All prices given are estimated on the specification given and are subject to final sight of artwork. All prices are based on the Company’s current costs of production, including materials and overheads, and are subject to increase or decrease by the Company from time to time. Unless otherwise stated, all artwork, plates, screens and/or blocking dies are not included and will be quoted extra at cost. The price finally charged for the Goods will be that applicable as at the date of manufacture or supply. Unless expressly stated, the costs of bulk packing and delivery will be charged separately and in addition. All prices given on estimates are exclusive of any applicable Value Added Tax. The Company will charge any Value Added Tax, if applicable, at the rate ruling at the time of despatch of the Goods. Goods offered for sale may differ from those described or illustrated in our brochures due to changes in specification beyond our control. The contents, therefore, are not to be regarded as definite indications of current availability in respect of any product listed.

3. Delivery and Payment

Delivery shall be deemed to have taken place either when the Goods have arrived at the address agreed in writing between the Company and the Customer or when the Company has notified the Customer that the Goods are ready for collection. If the Customer is unable to accept delivery, then the Company shall be entitled to arrange storage at the Customer’s expense. Any additional costs in transportation incurred as a result in the Customer’s inability to accept delivery will also be at the Customer’s expense. Whilst every endeavour is made to deliver the exact quantity ordered, on personalised products it may be necessary to supply over or under the contract quantity which will be charged or deducted for accordingly. The Customer shall inspect the Goods immediately on delivery and in the event of any defect and/or shortage give the Company written notice within three working days containing full details of the alleged defect and/or shortage. The Customer must allow the Company access to inspect the alleged defective Goods and shall not sue or distribute any of the alleged defective Goods. Should the Customer fail to act in accordance with the above requirements or any one or more of them, the Customer shall be deemed to have accepted the Goods as delivered and be liable to pay for them. Payment shall be made by the Customer in full without any deduction by way of set-off or otherwise by the 30th day following the date of invoice.

4. Risk Goods

The risk in the Goods shall pass to the Customer on delivery or notification of the Goods being ready for collection or when the Goods are placed in storage as a result of the Customer unable to accept delivery.

5. Title

Until the Goods the subject of this contract have paid for in full (and all other monies due and owing from the Customer to the Company on any account whatsoever have been paid), legal title

to the Goods shall not pass to the Customer and shall remain with the Company and the Customer will store the Goods in such manner as the Goods may be separately identified as the property of the Company. Until such time as the Goods have been paid for in full and title in the Goods has passed, the Customer shall be entitled (subject to any lien or right of retention on the part of the Company) to use the Goods in the ordinary course of business. In the event that the Customer is subject to either sub-clause (a), (b) or (c) of Clause 11 of these standard conditions of sale, the Company shall be entitled to repossess any Goods held by the Customer in respect of which title has not passed and for that purpose the Customer hereby grants to the Company an irrevocable licence to enter upon the Customer's premises for the purpose of such repossession.

6. Samples and Proofs

Where samples and/or proofs are produced, they will be submitted for the Customer's approval and the Company shall incur no liability for any errors not corrected by the customer on the samples and/or proofs submitted. Customer's amendments and additional samples and/or proofs so required will be charged extra. Before the Company can proceed, all samples and/or proofs must be duly signed off as being accepted.

7. Official Order

All orders for Goods placed by the Customer must be confirmed in writing

on an official purchase order quoting a number or reference which will appear on all delivery notes and invoices. This order must give full details of the Goods required together with any estimated price given. If no price has been given, then a price will be estimated prior to the work commencing. The Company will not process any order until it has been confirmed in writing. The Customer must accept the responsibility for any delay in the processing of an order as the result of non-compliance of this clause.

8. Artwork and/or Materials supplied

All artwork supplied must be clearly marked up with full instructions. The Company reserves the right to refuse any artwork which it may deem to be unsuitable or in a condition which would require additional work. The Company may reject any materials supplied or specified which it considers to be unsuitable. Where materials are supplied or specified, the Company will take all reasonable care to obtain the best results, but will not accept any responsibility for imperfect work caused by defects or unsuitability of materials so supplied or specified. Artwork, dies, screens, film and/or plates when supplied by the Customer shall remain the property of the Customer and as such while in the possession of the Company or in transit to or from the Customer shall be deemed to be at the Customer's risk unless otherwise agreed and therefore the Customer should insure accordingly.

9. Liability

The Company's liability to the Customer in respect of any breach of its contractual obligations arising under this contract shall be limited to a sum equal to the Company's charges for the work or that part so affected. Subject to this clause, the Company shall not be liable to the Customer in respect of any breach of its contractual obligations for loss of profits, goodwill or any type of special indirect or consequential loss howsoever caused (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable.

10. Force Majeure

The Company shall not be responsible for any loss or damage by delay in the performance of any of its obligations under this contract where the delay is due to any cause beyond the Company's control. In such an event the Company may terminate or suspend this contract with no liability for loss or damage thereby occasioned. The following shall, without prejudice to the generality of the above, be considered causes beyond the Company's control: - Act of God; war; civil disturbance; requisition; governmental or parliamentary restrictions; prohibitions or enactments of any kind; import or export regulations; strike; lock out; trade disputes (whether involving employees of the

Company or another); difficulties in obtaining labour or materials; breakdown in machinery; fire or accident.

11. Termination of the Contract

Without prejudice to any other rights which the Company may have, the Company shall be entitled on giving written notice to the Customer to terminate the contract forthwith, demand immediate payment of any amount due or accruing due to the Company thereunder and to retain any deposits, if any of the following circumstances occur:

- (a) The Customer not being a body corporate, becomes bankrupt or compounds or makes any arrangements with the creditors or commits any act of bankruptcy;
- (b) The Customer, being a body corporate, goes into liquidation whether compulsorily or voluntarily (save for the purpose of amalgamation or reconstruction) or has a receiver appointed of its undertaking or assets or any part thereof;
- (c) The Customer commits any material breach of its obligations hereunder.

At its discretion, the Company may or may not accept cancellation or amendment of an order but the Customer may be liable to additional charges in cases where manufacture has begun at the time of notification of any such cancellation or amendment.

12. Operation of Law

If any of these conditions or any part of one of these conditions is rendered void by any legislation to which it is subject it shall be void to that extent and no further. If any of these conditions or any part of one of these conditions is rendered unenforceable by any legislation to which it is subject it shall be unenforceable to the extent that it is not fair or reasonable to allow reliance on such a condition or part thereof but no further.

13. Performance

Failure by the Company to insist upon strict performance of the terms and conditions of this contract shall not be deemed a waiver of any of its rights or remedies nor be deemed a waiver of any subsequent default hereof. The customer shall not assign or otherwise transfer all or part of this agreement without the prior written consent of the Company.

14. Law

This contract shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the jurisdiction of the English courts.

January 2025