

Blueprint UK Ltd
Terms & Conditions

Notes

"We", "our" and "us" means Blueprint UK Ltd shall be supplying anti-marking products and print consumables to you.

"You" and "your" means the party submitting the order for goods.

These terms and conditions apply to trade customers

1	Price
1.1	The price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery
1.2	The price quoted excludes:
1.2.1	Value Added Tax or other applicable sales tax/levy;
1.2.2	packing and delivery.
1.3	At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods. This may also include a currency surcharge.
1.4	Rates of tax and duties on the goods and services will be those applying at the time of delivery.
2	Delivery
2.1	Delivery will usually be effected pursuant to clause 3.2.1 or via post or a courier/carrier. All delivery times quoted (including special order items from the manufacturer) are estimates only. Time shall not be of the essence.
2.2	If the goods ordered do not arrive within 21 days after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:
2.2.1	you may not cancel if goods are altered to your specification or we receive your actual notice after the goods have been dispatched by post or to the courier/carrier and
2.2.2	if you cancel the contract, you can have no further claim against us under the contract.
2.3	We may elect to deliver & invoice your order in separate consignments.
2.5	We may decline to deliver if we believe that it would be unsafe or unreasonably difficult to do so.
3	Risk
3.1	The goods are at your risk from the time of delivery
3.2	Delivery takes place either:
3.2.1	at our premises (if you are collecting them or arranging carriage); or
3.2.2	at your premises or address specified by you (if we are arranging carriage).
3.3	You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within seven days of delivery or the expected delivery time. You must allow us (and any carrier) a fair opportunity to inspect the damaged goods.
4	Payment Terms
4.1	You are to pay us in cleared funds prior to delivery unless you have an approved credit account.
4.2	If you have an approved credit account, payment is due no later than the end of month after the date of our invoice unless otherwise agreed in writing.
4.3	If you fail to pay us in full on the due date we may:
4.3.1	suspend or cancel future deliveries;
4.3.2	cancel any discount offered to you;
4.3.3	charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;
4.3.4	(where you have an approved credit account) withdraw it or reduce your credit limit or bring forward your due date for payment.
4.4	We may do any of those at any time without prior notice. You do not have the right to set off any money you may claim from us against anything you may owe us.
4.5	While you owe money to us, we have a lien on any of your property in our possession and may dispose of the same at auction and apply the proceeds towards your indebtedness.
4.6	You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly) including financing costs, including legal costs on a full indemnity basis and the cost of instructing a debt recovery agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.
5	Title
5.1	Until you pay all debts you may owe us:
5.1.1	all goods supplied by us remain our property;
5.1.2	you must store them so that they are clearly identifiable as our property;
5.1.3	you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
5.1.4	you may use those goods (and sell them in the ordinary course of your business) but not if:
5.1.4 a.	we revoke the right (by informing you in writing); or
5.1.4 b.	you become insolvent.
5.2	We have your permission to enter any premises where the goods may be stored:
5.2.1	at any time, to inspect them; and
5.2.2	after your right to use (and sell) them has ended, to remove them.
5.3	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of the goods supplied should you not pay us by the due date.
6	Warranties
6.1	We warrant that the goods:
6.1.1	comply with their description on our delivery note; and
6.1.2	are free from material defect at the time of delivery.
6.2	We give no other warranty and exclude any warranty, term or condition that would otherwise be implied as to the quality of the goods or their fitness for any purpose to the fullest extent permissible in law.
7	Specification
7.1	We reserve the right;
7.1.1	to supply goods where the manufacturers have made changes in the specifications of the goods either by way of update/revision or where they are necessary to ensure they conform to any applicable safety or legal requirements;
7.1.2	to make without notice any minor modifications in our descriptions of the goods we think necessary or desirable; and
7.1.3	to depart from any advertised specification or brand, provided the replacement goods are of reasonable quality and suitable for the same application.
7.2	All specifications and particulars of weight, quantity and dimensions relating to the goods are provided by their respective manufacturers.

8. Defects

8.1	If you believe that we have delivered goods that are defective in material or workmanship you must:
8.1.1	inform us in writing, with full details, within 5 working days; and
8.1.2	allow us to investigate (we may need access to your premises and product samples).
8.2	If the goods are found to be defective in material or workmanship (following our investigations), we will (at our option) repair the goods, replace the goods or refund the price.

Returns

8.3	In all other cases (save goods altered to your specification), we will accept the return of goods only:
8.3.1	by prior arrangement (confirmed in writing by us);
8.3.2	on payment of a 20% handling charge (unless the goods were defective when delivered); and
8.3.3	where the goods are as fit for sale on their return as they were on delivery.
8.4	To return goods you must pay the cost of securely and safely returning the goods to us.
8.5	Goods altered to your specification cannot be returned.

9. Limitation of liability

9.1	Where we are not the manufacturer of the goods our liability is limited to any benefit that we may receive under any manufacturer warranty.
9.2	We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only):
9.2.1	direct financial loss, loss of profits or loss of use; and
9.2.2	indirect or consequential loss.
9.3	In all cases our liability is limited to a maximum sum equivalent to the price paid for the goods.
9.4	Nothing in these terms or conditions restricts or limits our liability for death or personal injury resulting from negligence.

10. Export Terms

10.1	Clause 10 of these terms applies (except to the extent that it is inconsistent with any written agreement between us) where we supply the goods to customer outside of Great Britain.
10.2	The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.
10.3	You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any damage during transit and you are strongly advised to arrange for adequate insurance.
10.4	It is your responsibility to comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase and import the goods.

11. Waiver and Variations

11.1	Any waiver or variation of these terms is binding in honour only unless:
11.1.1	made (or recorded) in writing;
11.1.2	signed on behalf of each party; and
11.1.3	expressly stating an intention to vary these terms.
11.2	All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

12. Force Majeure

12.1	If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
12.2	Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

13. General

13.1	The validity, construction and performance of any contract made under these terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which you and we submit.
13.2	If you are more than one person, each of you has joint and several obligations under these terms.
13.3	If any of these terms are unenforceable as drafted:
13.3.1	it will not affect the enforceability of any other of these terms; and
13.3.2	if it would be enforceable if amended, it will be treated as so amended.
13.4	We may treat you as insolvent if:
13.4.1	you are unable to pay your debts as they fall due; or
13.4.2	you (or any of your property) become the subject of:
13.4.2 a.	any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
13.4.2 b.	any application or proposal for any formal insolvency procedure; or
13.4.2 c.	any application, procedure or proposal overseas with similar effect or purpose.
13.5	All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
13.6	Any notice by either party which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
13.7	No contract will create any right enforceable by virtue of the Contracts (Rights of Third parties) Act 1999) by any person not identified as the buyer or seller.
13.8	The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:
13.8.1	contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
13.8.2	which expressly state that you may rely on them when entering into the contract.
13.9	Nothing in these terms affects or limits our liability for fraudulent misrepresentation.