

QUOTATION 13038

FAO: Debbie Taylor-Pitkin
Client: Porlock Parish Council
Old School Centre
West End
Porlock
TA24 8QD

Date: 25/02/2021

Job details:

Car Park Signboards - 4x A4, 2x A3

Origination: Design and artwork from rough copy supplied
Proofing: Emailed pdf proof
Size/Type: 3A4 & A3 Signs
Printing: Full colour one side
Materials: 3mm Dibond aluminium composite,
Finishing: With fixings
Delivery: To be collected

Quantities:

6					
£ net:	117.34				

Special instructions: None advised

Lead time: TBA

Payment terms: In full on delivery

Prices may be subject to VAT. Estimates are valid for 30 days. E&OE.

All orders are accepted subject to our terms and conditions overleaf.

We look forward to receiving your confirmation in due course.

Mark Padgett

01643-862419

First Graphic Communications Limited

Terms and Conditions of Sale

These are our terms and conditions, please read them carefully to be sure that you understand our way of working. We have tried to keep these terms and conditions as clear and simple as we can, if however there is something that you need us to clarify please do not hesitate in contacting us.

1. Definitions

1.1 "Seller" means first First Graphic Communications Ltd who provide the goods and/or services under these terms and conditions.

1.2 "Buyer" means the party contracting with the Seller to acquire the goods and/or services supplied under these terms and conditions.

1.3 "Contract" means the agreement between Seller and the Buyer to acquire goods and/or services under these terms and conditions.

2. Contract

2.1 The Contract shall be on these terms and conditions to the exclusion of all other terms and conditions, including any such terms and conditions included or applied by the Buyer. No terms and conditions contained in the confirmation or order, purchase order or order document will form part of the Contract.

3. Payment

3.1 All work carried out by the Seller for the Buyer shall be charged. This includes preliminary work whether or not the Buyer agrees to that work being taken forward to production.

3.2 Any additional work required of the Seller by reason of the Buyer supplying inadequate copy, incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged.

3.3 Payment shall become due, on the due date, which is the date of delivery of the work. The Seller, at his absolute discretion, may ask for part or full payment in advance of starting the work.

3.4 If any item or items remain unpaid by that due date, charges will apply, in accordance with the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment. In addition, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Buyer.

4. Delivery

4.1 Delivery of the work shall be accepted when tendered, and the Buyer accepts delivery by signing the Sellers delivery note.

4.2 Unless otherwise agreed in writing completion and delivery times are a guide only and, whilst the Seller will make every effort to adhere to the proposed timescales, time is not of the essence in any contract with the Buyer.

5. Material Supplied or Specified by the Buyer

5.1 It is the Buyers responsibility to maintain a copy of any original material supplied to the Seller for the purpose of the Contract including but not limited to electronic files, shots, files and CDs.

5.2 Without prejudice to clause 5.1, if any material supplied by the Buyer is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action, the seller may make a charge for any resulting additional cost incurred or may reject the material without prejudice to his rights to payment for work done and material purchased.

5.3 Without prejudice to clause 5.2, where materials are so supplied or specified by the Buyer and the Seller so advises the Buyer, and the Buyer instructs the Seller in writing to proceed anyway, the Seller will use reasonable endeavours to secure the best results, but shall have no liability for the quality or the end product of products.

5.4 The Buyers property and/or material supplied to the Seller by or on behalf of the Buyer shall while it is in the possession of the Seller or in transit to or from the Buyer be deemed to be at the Buyers risk and the Buyer should insure accordingly. The Seller shall be entitled to make a reasonable charge for the storage of any Buyer's property and/or material left with the Seller after notification to the Buyer of the completion of the work.

5.5 On completion of the work, the Seller will store the Buyers materials and work for a maximum of 1 month, after which time they will be destroyed without further notice.

6. Proofs and Variations

6.1 The Seller shall incur no liability for any errors not corrected by the Buyer where the Buyer has been provided with proofs. The Buyers alterations and additional proofs necessitated thereby shall be charged extra.

6.2 Where the Buyers specifically waives any requirement to examine proofs the Seller is indemnified by the Buyer against any and all errors in the finished work.

7. Claims and Liability

7.1 If the work is defective so that the Buyer may in law reject it, said rejection must take place within 2 working days of delivery of the goods, failing which the Buyer will be deemed to have accepted the work.

7.2 In the event of all or any claims or rejections the Seller reserves the right to inspect the work within seven days of the claim or rejection being notified.

7.3 In so far as it is permitted by law where work is defective for any reason, including negligence, the Sellers liability (if any) shall be limited to rectifying such defect, or crediting its value against any invoice raised in respect of the work. Defective work must be returned to the Seller before replacement or credits can be issued.

7.4 All notices relied on by the Buyer in 7.1, 7.2, and 7.3 above must be in writing including a duly authorised signature and delivered to the Buyers business premises within the specified time period.

8. General Lien

8.1 Without prejudice to other remedies, in respect of all unpaid debts due from the Buyer, the Seller shall have a general lien on all goods and property of or provided by the Buyer in his possession and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as agent for the Buyer in such manner and at such price as he thinks fit and to apply the proceeds towards such debts, and shall when accounting to the Buyer for any balance remaining be discharged from all liability in respect of such goods or property.

9. Force majeure

9.1 The Seller shall be under no liability if he shall be unable to carry out any provision of the Contract for any reason beyond his reasonable control including, but not limited to: act of god; legislation; war; fire; flood; drought; inadequacy or unsuitability or any instructions; electronic file or other data or materials supplied by the Buyer; failure of power supply; or owing to any inability to procure materials required for the performance of the contract.