



## **Terms of Sale**

### **Pricing and Payment**

All orders must be paid for in advance unless otherwise agreed. We accept Visa, Mastercard, Visa Delta, Switch and Solo, as well as cheques and BACS payments. Any cheques returned by our bank will incur a charge of £25.

If an account is requested, the account application form must be completed and submitted two weeks before the order is placed. If approved, invoice terms are strictly thirty days from invoice date.

We reserve the right to charge interest (up to 11.75% per annum) on any payments overdue. Any collections or solicitor's costs incurred to recover the debt will be passed onto you.

Any accounts that fall 30 days overdue will immediately have their future credit revoked.

In the event that orders are not collected or full payment for completed orders has not been received, monthly storage fees will be charged.

All orders are subject to a 10% under or overrun and you will be billed accordingly.

### **Artwork and Masters**

It is your responsibility to ensure that all artwork and masters meet our specifications. If requested, we will alter your artwork for you at a cost of £25 per hour, with a minimum charge of £25. Otherwise, we will return the artwork or master to you for alterations. This will lead to delays and a later despatch date.

Note that the day we receive your clean artwork and masters is considered day zero of production. The clock will be stopped when you make alterations or delay in signing off proofs. This will lead to a later despatch date.

### **Proofing**

PDF proofs are provided free of charge. Chromalin proofs are charged at £35 per Chromalin. Hard copy proofs of CD and DVDs with and without label prints are also available for an additional charge. All proofs must be signed off and dated quickly in order to avoid delays. We will not proceed without approval of all proofs.

We will not be held liable for any errors not corrected by you.

Due to differences in equipment, processing, substrates, paper, ink and pigments and other conditions between colour proofing and production room operations, reasonable variations between colour proof and completed job will constitute acceptable delivery.

## **Delivery**

All delivery dates are estimates unless we confirm the date in writing. We will use a next day delivery courier service in most instances. Timed and same day deliveries are available at extra cost.

If you are unavailable to receive a delivery to the address you provided, you will be billed for any charges incurred by further delivery attempts.

We will not be liable for any loss arising out of any delay in delivery. It is your responsibility to ensure the product is completed before crucial events are scheduled (eg launch parties or trade shows.).

We reserve the right to make partial shipments.

## **Returns and Errors**

You will inspect all goods on receipt and notify us within 48 hours of any damages or shortages. Reports of damages after 48 hours will not be entertained. This limit is in place to allow us to make a claim against our carriers or insurers.

We will replace or refund any goods which are proved to be defective due to poor workmanship or material. A sample of the product, as well as a written description of the fault must be submitted to us before a decision is made. No product will be replaced or refunds given, if notification is more than 30 days after receipt of the goods. Refunds will be pro rated based on the quantity of goods returned to us.

We reserve the right to request that all products be returned for our inspection. Our liability for goods proven to be defective shall not exceed the invoiced price of the goods. We shall not accrue any liability for any indirect or consequential loss on defective or delayed goods, including but not limited to loss of profit by you.

## **Anti-Piracy**

By placing your order, you confirm that your material does not violate any local or international laws or infringe any copyright, privacy, trademark, patent, personal or intellectual property rights. Your material does not contain any defamatory, libellous or offensive material.

You agree to indemnify us from and against all claims, demands, suits or proceedings brought against us in connection with your material. You agree to defend and indemnify us for all liabilities, damages, costs and expenses suffered by us as a result of said claim or action.

It is your responsibility to contact the MCPS concerning any royalties or fees due on your music. We require proof that the MCPS has approved your title for manufacture before we proceed with your job. We will not manufacture any audio products without the necessary license. If we have reason to believe that you are not the rightful owner of any data, we reserve the right to discontinue reproduction.

## **Cancellations**

All cancellations must be submitted in writing. In the event of cancellations after the submission of the order confirmation form, you will be charged for all the work done and all materials used until the point of cancellation. A cancellation charge may also be applied.

## **General**

Quotations do not constitute an offer and may be withdrawn or modified until a final agreement is made in writing.

Quotations not accepted within thirty days will be subject to review.

We reserve the right to refuse any order.

We may use your product as a sample for prospective clients. The CD/DVD will be scratched or otherwise made unusable. It will only be used to illustrate print quality. Please advise us if you do not want your product to be used.

We will not be responsible for failure to fulfil our obligations if such failure is caused by circumstances beyond our control or those of our contractors and suppliers including but not limited to strikes, flood, accidents, equipment failure or transportation delays.