



UKPrint4U.com

General Terms and Conditions

For the Production of Printed Material and Sale, as amended on 26th June 2013

A. General terms and conditions

Article 1 General

(1) UKPrint4U.com. 33 Queens Terrace, Southampton, Hampshire SO14 3BQ (hereinafter referred to as "UKPrint4U") specialises in producing printed material (such as flyers, postcards, posters, etc.). UKPrint4U also offers certain non-customised products for sale on its Website (as defined below) to its customers.

(2) These general terms and conditions shall apply to all contracts for the production of printed material concluded via UKPrint4U's websites and to all other contracts relating to the supply of non-customised products from UKPrint4U concluded via the Website.

(3) These general terms and conditions shall apply to transactions conducted with sole traders, partnerships or business entities and public bodies, whether contemplated or occurring in the future. Any terms and conditions (of order or purchase) of the customer or of any third party on behalf of the Customer (whether incorporated into any purchase order or confirmation or otherwise) shall not apply, even if UKPrint4U has not specifically rejected them. Even if UKPrint4U refers to a document containing or referring to terms and conditions of the customer or of a third party, this shall not constitute consent to the incorporation of those terms and conditions into any contract with UKPrint4U.

(4) Please read these terms and conditions carefully before placing an order. By ordering any of UKPrint4U's products, you agree to be bound by these terms and conditions. You will be asked to confirm T&C's before final order placed.

Article 2 Definitions

For purposes of these general terms and conditions, the following terms shall have the meanings set out below.

1. "Customers": Persons who use the service of UKPrint4U via ukprint4u.com ;
2. "Service": Performance of all kinds, including provision of and supply of goods;
3. ukprint4u.com : All the Internet sites on which UKPrint4U offers its services, in particular the Internet sites accessible through ukprint4u.com;
4. "Registration": Initial registration and approval for use of ukprint4u.com ;
5. "Password": A combination of figures and/or letters enabling the customer to log in for the services on ukprint4u.com once registration is complete, in combination with the e-mail address;
6. "Account": The Customer's user account to which the customer receives access after entering their email address and password;
7. "Screen proof": Digital print preview of the print-ready data converted for the print run, giving a colourclose Simulation of the subsequent print result;
8. "Working days": Monday to Friday excluding UK public holidays;
9. "Usual business hours". Monday to Friday 9.00am - 5.30pm, Saturdays 9.00am to 12.00pm, Sundays Closed.
10. "Consumer": Any natural person concluding a transaction for a purpose outside his business;
11. "Business Customer ": Any natural or legal person or a partnership concluding a legal transaction other than as a Consumer;
12. "Order Confirmation": An email sent out by UKPrint4U to the Customer to accept the relevant order in Accordance with Article 6(1);
13. "Printing Data": The data or information supplied by the Customer relating to the form of customisation or personalisation of print products.
14. "Customised products": Products, which are personalised in accordance with the customer's specification.

Article 3 Registration and guest login

(1) Receipt of services from UKPrint4U is conditional on permanent registration on ukprint4u.com. Registration involves entering the required data in an online form provided for this purpose. Registration is concluded by clicking on the "Submit" button. The customer creates a permanent account by concluding such registration.

(2) UKPrint4U shall be entitled to reject registration in its absolute discretion.

Article 4 Communication with the customer

Communication with the customer is conducted mainly by e-mail. The customer must therefore ensure that emails can be received. Customers must provide a valid e-mail address when or before any order is placed, and must inform UKPrint4U

Immediately of any change to their e-mail address. UKPrint4U is not responsible for customers' failure to receive communications from UKPrint4U due to any change of settings to their e-mail software or their e-mail box that blocks the receipt of e-mails or results in e-mails not coming to their attention, e.g. because they have been consigned to a spam folder.

Article 5 Credit Checks

UKPrint4U shall be entitled to collect and pass information (including any personal information) to credit reference agencies for the purpose of verifying the customers' creditworthiness and reporting any failure to pay sums due under the contract in accordance with the terms of the contract. Credit reference agencies may also keep a record of searches conducted against the customer.

Article 6 Conclusion of contract

(1) To place an order, the customer first selects a particular product, completes the online forms that then appear, and adds the products required to their shopping cart. Once all products are selected the Customer selects "Checkout" to commence the ordering process, checks the final overview page to make sure the information provided is correct, and then completes the purchase order process by logging in with their previously supplied username and password or by setting up a new account. In completing the purchase order, the customer makes a binding offer to UKPrint4U, which cannot be withdrawn by the Customer, to purchase the Services set out in the Order. The customer is bound by the offer the moment the order is placed. If the purchase order has been received by UKPrint4U, the customer will receive an e-mail acknowledging receipt of the purchase order at UKPrint4U, and giving the customer information on the purchase order and the product.

(2) the customer can abort the purchase order at any time before pressing the "Complete Purchase Order" button, by closing the browser window. The overview page that appears before order completion enables the customer to check the information provided for any input errors, and to correct any input error after activating the "Change purchase order" button. The order is stored by UKPrint4U and sent to the customer in the Order Confirmation. The customer can make a written request for a copy of lost order documents to be provided, subject to reimbursement of UKPrint4Us expenses.

Article 7 Cancellation Rights

Lease note Article 7 only applies for Customers of UKPrint4U that are Consumers in relation to the purchase of non-customised products from UKPrint4U.

Notice of the right to cancel

Right to cancel

You may cancel your contractual commitment or any part of your contractual commitment to us at any time within 14 days of delivery of the Order to you ("Cancellation Request"). The Cancellation Request can be made to us either in writing (e.g. by letter, fax or e-mail), or by returning the item to us (if the item has already been supplied to you). You do not need to provide us with any reason for the cancellation.

You should address your Cancellation Request to:

Address:

UKPrint4U.com.

33 Queens Terrace

Southampton

Hampshire

SO14 3BQ

Tel: 020 - 8032 2286

E-mail: info@ukprint4u.com

Consequences of cancellation

We will refund to you the full price of the Order cancelled or where only part of the Order is cancelled a refund in relation to that part (including all delivery charges charged at the time of delivery to the Customer), as soon as practicable and within 30 days of receipt of a Cancellation Request from you. You are to bear the cost of returning the Order to us (unless the product is faulty or is otherwise not compliant in which we will be responsible for the return delivery costs).

In the event that you send us a Cancellation Request, you are to return the contents of the Order to us in full. Where only part of the Order is subject to a Cancellation Request, you are

To return to us the relevant part. If you are unable or only partially able to return the Order to us or if you return any part of the Order in an impaired condition, you shall pay us compensation for any decrease in value of the Order.

You are required to take reasonable care of the contents of the Order whilst they are in your possession.

End of Notice of the right to cancel

Article 8 Services of UKPrint4U

(1) The description of the Services due from UKPrint4U to the Customer is set out in the Order Confirmation and from any agreed amendments or supplements to the contract. Subject to any provision to the contrary in a particular case:

- a) any items ordered for offset printing shall be produced according to the standardisation for offset printing with process colours developed by the [Forschungsinstitut der grafischen Industry (FOGRA) jointly with the Bundesverband für Druck und Medien (bvdM), set out in DIN ISO 12647.
- b) The following tolerances will apply: 1 mm for waste, 1 mm for folding and 1 mm for binding.
- c) Minor colour variations may occur between sample and order and between orders.
- d) From time to time UKPrint4U switches its own suppliers. The resulting minor variations of the products shall not be regarded as defects.

(2) The purchase order may be changed only by concluding an amendment agreement or a supplementary agreement in writing. UKPrint4U shall not be obliged to accept any changes required by the Customer.

(3) UKPrint4U shall not be contractually obliged to send the print data necessary to complete the order. This is a duty of co-operation of the customer, in the absence of an agreement to the contrary in a particular case.

Article 9 Printing Data

(1) UKPrint4U shall carry out all printing orders exclusively on the basis of the Printing Data. The Printing Data is to be provided in the formats and in accordance with the specifications set out in the order process, in particular under the "Printing Data" field. If different data formats or specifications are used, there is no guarantee of error free printing. The customer shall ensure that it keeps copies of the Printing Data, as UKPrint4U deletes Printing Data after completion of the print run.

(2) The customer undertakes not to send UKPrint4U any content that is pornographic, right-wing or left-wing extremist, racist, discriminatory, or content that is liable to corrupt the young, glorifies violence, defamatory, infringes third party rights or otherwise is a breach of the laws of the UK. If the customer breaches this obligation, UKPrint4U shall be entitled to terminate the contract summarily without notice. The foregoing shall apply without prejudice to any other rights and remedies of UKPrint4U.

(3) The customer shall carefully check the Printing Data before sending it to UKPrint4U, to ensure it is suitable for the printing order to be carried out, and that it meets the above requirements.

Article 10 Checking of the printing data UKPrint4U

(1) UKPrint4U shall be obliged to check the Printing Data only to the extent indicated in the information provided by UKPrint4U in the order placement process ("data check"), and to that extent only, UKPrint4U shall notify the customer of any deficiencies it detects in the Printing Data. Unless the Customer promptly following such notification either (a) provides amended correct Printing Data or (b) instructs UKPrint4U to proceed to printing with the defective printing data, UKPrint4U may (but is not obliged to) make such minor changes to correct the deficiency as it considers necessary and then proceed with the printing.

(2) UKPrint4U undertakes no other checking of the printing data. The customer acknowledges that it bears the risk of any defects in the printed material due to errors in the printing data and UKPrint4U will have no liability in respect of the same.

(3) UKPrint4U may, but will not be obliged to, check the contents of Printing Data to detect any infringement of the prohibition set out in Article 9 Clause 2.

Article 11 Conversion, colour mode when using own printing data, colour mode when using free design printing data

(1) UKPrint4U shall have no duty to convert Printing Data from any other format than the agreed formats. If the parties in any individual case nevertheless agree such conversion, the conversion shall be performed at the customer's own risk. The customer acknowledges that conversions give rise to general risk of data being lost as a result of the conversion process, or being presented differently from the original format.

(2) UKPrint4U can convert print data not sent in CMYK mode, but such conversion will be at the customer's risk. Conversion of RGB data or ICC colour profiles will naturally result in deviations in colour from the original and, again, liability for these deviations will lie solely with the customer. (A charge will be incurred for this service upon sight of supplied artwork).

Article 12 Proofs

(1) The customer can request a paper proofs and screen proofs (proofs) to be created for an additional charge. (this will delay the print production date a new delivery date will be supplied) The print image of a paper proof prepared in digital printing contains minor variations from the printed material to be produced in offset printing, because of the different printing technology. This applies even more to screen proofs, because of the screen display. UKPrint4U nevertheless strives to create proofs as close as possible to the original.

(2) In order to avoid delayed delivery, the customer must confirm approval for printing as soon as the proof has been delivered, unless there are errors. In giving approval, the customer confirms the printing data in the form incorporated in the proof, subject to the agreed quality standard, tolerances and colour variations.

(3) If the customer rejects the proof, it must send revised Printing Data to UKPrint4U (customer cooperation). In this case, the production schedule shall recommence from receipt of the revised data.

Article 13 for non-customised products only: Product description

(1) Each non-customised product offered by UKPrint4U has a detailed description of its nature and properties, together with instructions for use and safety instructions (where applicable) which can be found on the Website.

The relevant product descriptions shall be incorporated into the contract between UKPrint4U and the Customer when the Order is concluded.

(2) Please note that inks and lacquers have a limited storage life. The inks and lacquers offered by UKPrint4U are designed to be suitable for most routine printing work. However, if a Customer wishes to use them on unusual printing substrates, or for an uncommon application, it is highly advisable to conduct preliminary trials to check whether they are suitable and adequate for the intended purpose.

(3) The product descriptions also contain information on the agreed tolerances customary in the industry. These relate particularly in the case of paper to the quantity, weight, dimensions, trim, colour tolerances, measuring conditions and measurements

Article 14 Prices

(1) The prices of the Services UKPrint4U is due to provide will be as quoted on ukprint4u.com, except in cases of obvious error, and will be confirmed in the Order Confirmation, together with any agreed amendments and supplements to the contract.

(2) UKPrint4U reserves the right to alter its price from time to time, but these will not affect orders in respect of which UKPrint4U has issued an Order Confirmation.

(3) Unless otherwise agreed, the prices indicated include packing, once-only dispatch to the customer, and value-added tax at the applicable rate.

(4) Any costs rising from subsequent changes to the Printing Data caused by the customer shall be additionally payable by the Customer.

Article 15 Invoicing and payment

(1) All payments must be made in full at time of order either via the website, in person or via telephone & email. If payment is not made when due, UKPrint4U reserves the right to cancel the relevant order(s) and to claim Liquidated Damages in accordance with Article 22.

(2) UKPrint4U will render invoices only in electronic form by e-mail, and shall be under no obligation to provide an invoice in paper form. (if paper invoices are requested this service can be charged for)

(3) Payment shall not be effective until cleared funds are available to UKPrint4U.

(4) In the case of returned direct debits or chargebacks, the customer shall reimburse any bank charges incurred by UKPrint4U, unless it is not attributable to the act or omission of the customer

Article 16 Production schedule and default in delivery

(1) All information given regarding deadlines or time limits for UKPrint4U providing the service is indicative only. It does not signify binding or guaranteed delivery dates, unless a provision to the contrary has been agreed in writing with the customer. If UKPrint4U discovers when processing an order that the order cannot be delivered by the time indicated, the customer shall be

Informed of this separately by e-mail. Production schedules are calculated in working days.

(2) If delivery of the product was agreed as per at the order delivery time limits and delivery dates shall refer to the date of handover to the forwarder, carrier or other third party instructed to provide the transport.

(3) UKPrint4U will not be liable under this contract where it suffers delays due to force majeure and to events that materially impede or frustrate performance by UKPrint4U other than merely just temporarily, including in particular all kinds of breakdown, difficulty in procuring materials or energy, transport delays, strikes, legal lockout, official directives or failure by suppliers to supply, supply correctly or supply on time ("Force Majeure Events"), for which UKPrint4U is not responsible, UKPrint4U. Insofar as the impediment and obstacle is of temporary duration, UKPrint4U shall be entitled to delay provision of the service by the duration of the impediment plus a reasonable start-up time. In the event of any impediments that are more than temporary, UKPrint4U shall be entitled to withdraw from the contract in whole or in part in respect of the part that has not yet been performed. If the impediment lasts longer than two months, the customer shall be entitled to withdraw from the contract in respect of the part that has not yet been completed, subject to a reasonable period of grace.

(4) or UKPrint4U to meet its production schedule, the customer must provide timely, complete and due performance of its obligations, including sending correct Printing Data, providing printing approval, and advance payment in full or, unless payment on invoice has been agreed by way of exception. If the Printing Data and/or printing approval are received after 11:00 a.m. (UK time), the production schedule shall commence only on the following working day.

Article 17 Delivery and passage of risk

(1) If the customer is a Business Customer, the following provisions shall apply:

- a) Delivery will be completed, and the risk in the goods shall pass to the customer on handover of the goods to the transport contractor (and in this regard, this shall be taken as the commencement of the loading process). This shall apply regardless of who bears the delivery costs, and even if the goods are transported by UKPrint4U's own employees. If delivery is delayed for reasons for which the customer is responsible, risk shall pass to the customer from the date on which UKPrint4U has notified the customer that the goods to be delivered are ready for dispatch.
- b) At the customer's written request and expense, the consignment shall be insured against insurable losses by UKPrint4U.
- c) If the customer fails to take delivery of the goods, UKPrint4U shall not be obliged to store the goods safely for the customer, unless the delay is caused by a Force Majeure Event or breach by UKPrint4U of its obligations and UKPrint4U shall be entitled to destroy the delivery after checking that dispatch was properly effected, after notifying the customer, and after expiry of a reasonable time limit for collection, without affecting UKPrint4U's claim for payment of the price for such goods. Temporary storage shall be at the customer's cost and risk.
- d) Storage costs after passage of risk shall be borne by the customer. When items are stored by UKPrint4U, the storage costs shall be 0.25% of the invoice amount of the goods to be stored per week or part thereof, subject to UKPrint4U's right to assert and substantiate higher or lower actual incurred storage costs.

(2) If the customer is a Consumer, the risk in the goods shall pass to the customer only when the item is delivered to the delivery address set out in the Order Confirmation.

(3) If it has been agreed that the customer collect the goods from UKPrint4U, UKPrint4U shall present the goods for collection at the agreed address, and notify the customer that the goods are ready for collection. The customer shall collect the goods within one week from notification. If the customer delays collecting the consignment, UKPrint4U shall be entitled to set the customer a reasonable period of grace, and to send the goods to the customer at the customer's expense when this period has expired. When setting the period of grace, UKPrint4U shall notify the customer of the legal consequences of expiry of the period. This shall not prejudice any additional rights and remedies of UKPrint4U, such as claims for reimbursement of storage costs.

(4) UKPrint4U shall be entitled to make part deliveries only if the part delivery is of use to the customer given the intended purpose of the products. If the customer is a Consumer, UKPrint4U will bear all the additional shipping costs.

Article 18 Retention of title

(1) If the customer is a Consumer, UKPrint4U shall retain title to the goods delivered until the contract price of the goods concerned has been paid in full.

(2) If the customer is a Business Customer, the following provisions shall apply in relation to the goods:

- a) UKPrint4U will retain title to and ownership of the goods until UKPrint4U has received in full the price of the goods in cash or cleared funds.
- b) Until title to and ownership of the goods has passed to customer from UKPrint4U, customer shall:
 - i) hold the goods on a fiduciary basis as UKPrint4U's bailee;
 - ii) store the goods (at the Customer's cost) separately from all other goods of customer or any third party in such a way that they remain readily identifiable as UKPrint4U's property;
 - iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the goods;
 - iv) Keep the goods stored at locations in the United Kingdom disclosed in writing to UKPrint4U and grant an irrevocable licence to UKPrint4U, its employees and agents to enter onto any premises where the goods are situated during normal business hours for the purpose of ensuring that customer is complying with the provisions of this clause 18(2).

c) The customer may use or resell the goods before title and ownership has passed to it provided that:

- i) any sale shall be effected in the ordinary course of customer's business at full market value;
- ii) any such sale shall be a sale of UKPrint4U's property on customer's own behalf and customer shall deal as principal when making such a sale

d) Save as contained in clause ©, customer shall not sell, give, pledge, lend, hire, charge or otherwise dispose of the goods until customer has satisfied the conditions of clause (a).

e) UKPrint4U may, while it is the owner of the goods, (and without prejudice to any other rights it may have under or by virtue of these terms) demand the immediate return of the goods at any time and customer shall forthwith comply with such demand and bear the expenses of such return.

f) If customer fails to return the goods demanded by UKPrint4U pursuant to clause (e), customer shall grant an irrevocable licence to UKPrint4U, its employees and agents to enter onto any premises where the goods are situated during normal business hours for the purpose of removing the goods (the cost of doing which shall be borne by customer) to sell or otherwise deal with the goods.

g) Notwithstanding the provisions of this clause, UKPrint4U may sue for the price of the goods.

h) The customer shall immediately notify UKPrint4U in writing if anyone threatens to issue any form of insolvency proceedings against customer or seeks to appoint a receiver, an administrator, an administrative receiver or manager over any of customer's property, and shall notify UKPrint4U in writing before initiating any such proceedings or entering into any voluntary arrangement or composition with its creditors.

i) UKPrint4U shall be entitled to assign and transfer all or any of its rights title and interest in any agreement between customer and UKPrint4U, the goods and all sums due to it in respect of the goods and shall notify customer of each such assignment.

j) Until full payment is made, customer will take all necessary measures for the protection of the goods including their insurance against all usual risks with an insurance company approved by UKPrint4U for the full replacement value of the goods. Customer will procure that the interest of UKPrint4U is noted upon any such insurance policy and that a copy of the policy is supplied to UKPrint4U on its creation.

k) If any part of this clause is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect or impair:

- i) the legality, validity or enforceability in that jurisdiction of any other part of this agreement; or
- ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other part of this agreement

Article 19 Offsetting and assignment

(1) Subject to Article 15 (4), all amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

(2) UKPrint4U may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of UKPrint4U.

Article 20 Warranty

(1) here the customer is a Business Customer:

a) UKPrint4U warrants that on delivery and for a period of 3 months from delivery, the goods shall:

- i) be free from material defects
- ii) Comply with the description set out in the Order Confirmation. However, this warranty does not apply in the circumstances described in clause (b);

b) The warranty in clause (a) does not apply to any defect in the goods arising from:

- i) fair wear and tear;
- ii) willful damage, abnormal storage or working conditions, accident, negligence by the Customer or by any third party;
- iii) operation or use of the goods other than in accordance with the user instructions;
- iv) any alteration of the goods by the customer or by a third party; or
- v) Any specification or instructions provided by the customer, including the Printing Data.

c) Where the customer is a Business Customer, and there is a breach of the above warranty, if:

- i) the Customer gives notice in writing to UKPrint4U during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause (a);
- ii) the Customer (if asked to do so by UKPrint4U) returns such Goods to the UKPrint4U's place of business at The customer's cost, and
- iii) UKPrint4U is given a reasonable opportunity of examining such Goods

d) UKPrint4U will, if it is satisfied that there is such a breach, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full, together with reasonable transport costs incurred by the customer.

e) UKPrint4U's compliance with this clause (c) will be the customer's exclusive remedy for breach of the warranty in clause (a).

(2) If the customer is a Consumer, the Customer has legal rights in relation to goods that are faulty or not as described.

Article 21 Liability

(1) If the customer is a Business Customer:

a) UKPrint4U only supplies the goods for internal use by the customer's business, and the customer agrees not to use the Product for any re-sale purposes.

b) nothing in these terms limit or exclude UKPrint4U's liability for:

- i) death or personal injury caused by our negligence;
- ii) fraud or fraudulent misrepresentation;
- iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- iv) Defective products under the Consumer Protection Act 1987.

c) Subject to clause (1) (b) UKPrint4U will under no circumstances whatever be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- i) any loss of profits, sales, business, or revenue;
- ii) loss or corruption of data, information or software;
- iii) loss of business opportunity;
- iv) loss of anticipated savings;
- v) loss of goodwill; or
- vi) Any indirect or consequential loss.

d) Subject to clause (1)(b) and (c), UKPrint4U's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the price of the Services.

e) Except as expressly stated in these Terms, UKPrint4U does not give any representation, warranties or undertakings in Relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, UKPrint4U will not be responsible for ensuring that any goods are suitable for the customer's purposes.

(2) If the customer is a Consumer:

a) If UKPrint4U fail to comply with these Terms, UKPrint4U are responsible for loss or damage the customer suffers that is a foreseeable result of UKPrint4U's breach of these Terms or our negligence, but UKPrint4U is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of UKPrint4U's breach or if they were contemplated by the customer and UKPrint4U at the time they entered into the Contract.

b) UKPrint4U only supplies the goods for domestic and private use. The customer agrees not to use the product for any commercial, business or re-sale purposes, and UKPrint4U have no liability to the customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

c) UKPrint4U does not in any way exclude or limit its liability for:

- i) death or personal injury caused by UKPrint4U's negligence;
- ii) fraud or fraudulent misrepresentation;
- iii) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- iv) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- v) Defective products under the Consumer Protection Act 1987.

Article 22 Compensation for cancelled or terminated orders related to customised products

(1) if an order is cancelled or terminated by either party for any reason whatsoever (other than due to be default or UKPrint4U) then the Customer will pay the following compensation to UKPrint4U:

a) if the order of a customised product is terminated before the point at which UKPrint4U sets the order on the printing plate ("Pooling")

<u>Net Order Value (order price including VAT but excluding delivery costs)</u>	<u>Compensation (GBP)</u>
<u>Up to GBP 20</u>	<u>GBP 4</u>
<u>GBP 20,01 to GBP 425</u>	<u>GBP 12</u>
<u>GBP 425.01 and greater</u>	<u>GBP 20</u>

b) If the order is terminated after Pooling, the full Net Order Value.

(2) The customer agrees that compensation payable under this Article 22 is fair and reasonable and represents a genuine pre-estimate of the costs that UKPrint4U will incur in the event of a cancellation or termination of an order.

Article 23 Ownership of print media, archiving, copyright

(1) UKPrint4U shall be exclusively entitled to the ownership, copyright and all other ancillary rights to the print media produced and used to produce the printed matter.

(2) Proof prints and proof copies shall be destroyed after six months if no objection has been received by then. The printing data sent shall be destroyed after production of the printed material has been completed.

(3) The customer shall ensure that it has all rights to use, disseminate and publish the transferred data, especially as regards text and graphic material.

(4) The customer shall make good any loss to UKPrint4U resulting from third-party claims for infringement of industrial property rights and other rights arising out of the customer's specifications, text or images supplied. The customer shall indemnify UKPrint4U for all liability, costs and expenses incurred by UKPrint4U as a result of such claims (whether or not successful) by third parties.

Article 24 Confidentiality

The parties may not make available to any third party business or trade secrets or other confidential information arising from the business relationship or provided to the other party. This prohibition shall remain in force after termination of the contract.

Article 25 Concluding provisions

This contract will be governed by the laws of England and Wales. Where the Customer is a Business Customer, the courts of England and Wales will have exclusive jurisdiction in relation to any disputes arising out of this contract.

B. Customer information

Set out below is information on circumstances relating to the formation of a contract and its implementation on the basis of purchase orders and their execution.

The information set out forms part of our contract with you. The terms of this are contained in the General Terms and Conditions for the Production of Printed Material (GTC).

The Consumer Protection (Distance Selling) Regulations 2000 requires us to provide the option for you to print or save this customer information. This information is thus available to you offline at any time after conclusion of contract.

I. Information on the Vendor

The vendor of products on ukprint4u.com is UKPrint4U.com. Postal address: 33 Queens Terrace, Southampton, Hampshire SO14 3BQ
Partners: Glen Ryan & Christopher Abraham
Contact information:
Tel: 023 8023 2286
E-mail info@ukprint4u.com

Internet: www.ukprint4u.com

II. Information on the right of withdrawal

UKPrint4U sells personalised printed material produced to customer specification. There is therefore no right to cancel an order under the Consumer Protection (Distance Selling) Regulations 2008.

III. Information on warranty rights

For details on warranty, please refer to the GTCs. The goods must be inspected for manifest defects immediately after delivery. Any such defects must be reported immediately to UKPrint4U; an e-mail to info@ukprint4u.com is sufficient for this purpose. No guarantees over and above the obligations as to quality required by law are provided in respect of the goods or services supplied.

IV. Other information on the contract General terms and conditions

The current version of our GTC shall apply.

Product description

You can view and print out a product description using the "View flyer" button for the product you have specified. The prices are also shown individually for the product selected. You can print out an indicative quotation using the "Print quotation" button.

Payment, performance, delivery

You can define the arrangements for payment, delivery and performance yourself, by selecting the type of payment and type of shipping.

The date for delivery stated in the quotation or in the order confirmation relate reflects our then current workload. It is an indicative delivery date that is not binding. We deliver only within the UK.

V. Contract conclusion process

The contact between you and UKPrint4U is formed by you designing a product to your requirements on the website, and sending a purchase order to us (after carefully checking your order). If you notice any errors, you have the option of changing the design back when you complete your order. This is expressly pointed out to you when you confirm the purchase order by clicking on the "Complete order" button.

Our receipt of the purchase order will be confirmed to you immediately after you send it. However, the contract is not concluded until we accept the purchase order and send you confirmation of order by e-mail.

If a special format ordered is technically not feasible to print, UKPrint4U can decline acceptance of your offer, and submit a counter-offer with a technically feasible version of your purchase order. In this event, the contract shall be concluded only on acceptance of our counter-offer. You may decline this counter-offer in which case your order will be cancelled and you will receive a refund of any price paid in advance.

VI. Information on accessibility of the contractual provisions

We store your order information and personal data for purposes of contract processing. Information on all matters relating to the formation of the contract and its implementation, your order data stored by us, and a copy of our general terms and conditions will be sent to you again by e-mail with your order confirmation. You can save this email on your computer to have the data available at any time. You can also view your order details and your personal data by logging into our customer area at any time.

VII. Information on your data

We use the personal data you give for purposes of ordering the goods (e.g. name, address, payment data) only to perform and process the contract. Your address and contact information will be shared with any courier company we use to deliver goods to you. We may also provide information about you to credit references agencies (see Article 5 of the GTC). If you do not wish to be informed in future about new products and other innovations in our product range, you can specify this during registration or when you change your customer profile. You also have the opportunity to access the information we hold about you, amend it or have it deleted. This entails no additional cost beyond what your provider charges for sending the e-mail. As a data subject under the Data Protection Act 1998, you have a right to object to your data being used or transmitted for advertising purposes (block indicator). There is also a right of disclosure, and under certain circumstances a right to amend, block and delete your details stored in one of our files.

If you have any questions about data protection, please contact our Data Protection Officer Mr Chris Abraham.

UKPrint4U.com.

33 Queens Terrace, Southampton,
Hampshire SO14 3BQ

Tel: 023 8023 2286

E-mail: info@ukprint4u.com

VIII. Storing this customer information

You can store this customer information permanently and view the file offline at any time. To open the file you only need software that can read text files.

IX. Consent to the General Terms and Conditions

I have read and understood the General Terms and Conditions, and consent to their application.