

Terms and Conditions for the Sale of Goods

1. Information

These terms and conditions provide information about Us and the legal basis (**'the Terms'**) on which We sell envelopes and Our other products (**'the Products'**) to you, namely the business which intends to purchase envelopes from Us (**'You'**, **'Your'**).

We are Heritage Envelopes Ltd Limited (**'We'**, **'Us'**, **'Our'**), whose company number is 02035889 and with our registered office at Heritage House, Davyfield Road, Blackburn, Lancashire, BB1 2LU and VAT number GB 732 4465 41. You may contact Us by telephoning Our customer service team at 01254 278200 or by e-mailing us at sales@heritage-envelopes.co.uk

These Terms will apply to any contract between You and Us for the sale of the Products to You (**'the Contract'**). Please read these Terms carefully and make sure that You understand them, before ordering any Products from Us. By placing an order for the Products with Us You are agreeing to these Terms and assure Us that You are doing so in the course of business and are therefore not a consumer.

We may amend these Terms from time to time, so every time You wish to order Products, please check these Terms to ensure You are aware of the latest version which will apply to the Contract. We may also revise these Terms as they apply to Your order from time to time to reflect any manifest errors, changes in relevant laws and regulatory requirements in which case, We will contact You to give You reasonable advance notice of the changes and let You know how to cancel all or part of the Contract if You are not happy with those changes. If You opt to cancel, You will have to return (at Your own cost) any relevant Products You have already received and We will arrange a full refund of the price You have paid, including any initial delivery charges.

2. Our Products

Any images of the Products (and/or their packaging) either on Our site, in Our brochure or any other relevant sales literature (**'Sales Materials'**) are displayed for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that Your display or version of those colours accurately reflect the colour of the Products (and/or their packaging). Your Products (and/or their packaging) may vary slightly from those images. We have also made every effort to be as accurate as possible but be aware that all sizes, weights, capacities, dimensions and measurements indicated in the Sales Materials have a 5% tolerance.

3. As You are a Business Customer

You confirm that You have authority to bind any business on whose behalf You purchase the Products. You, as a business, agree to reimburse Us on a pound for pound basis for any and all losses, damages, costs and expenses that We suffer as a consequence of any breach of the Contract by You and protect Us against any claims which arise as a result.

These Terms and any document referred to in them constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements, assurances, representations, promises and understandings between You and Us, whether written or oral, relating to its subject matter. You acknowledge that in entering into this Contract You do not rely on any statement, assurance, representation, promise or understanding (however made) that is not set out in these Terms or any document referred to in them. Neither You, nor Us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

4. Proofs & How the Contract is Formed

We may, if requested, provide quotations for Products which will include an indicative price. A quote does not constitute a commitment to provide such Products as this can only be effected through written confirmation as detailed later in this paragraph. Any quotation provided will automatically lapse after a 30-day period. By placing an order to purchase the Products You are making an offer to Us and no binding contract is formed at that point. Receiving Our order acknowledgement does not mean that We have accepted Your order. Except where proofs are required (see immediately below), Our acceptance will be confirmed in writing (**'the Confirmation'**) and only once You receive the Confirmation shall the Contract between You and Us be formed.

We shall supply proofs for all print jobs, whether those are new or repeat orders and shall be issued in two parts:

- (a) the proof of print copy shall be provided to show what will be printed and in which position and which for the avoidance of doubt may not be to scale; and
- (b) the sales order confirmation which is the proof of order instructions and print copy (which where a proof is required shall be deemed to be **'the Confirmation'** and the point at which the Contract between You and Us shall be formed).

You shall be required to approve each proof, the purpose of which are to outline the specifications of the Products and detail exactly what We will be producing. It is therefore Your responsibility to check that We have understood Your instructions correctly and by approving the proofs We cannot accept responsibility or liability in any way for any errors or variations in the Products as a result of Your approval of the proofs where those proofs were incorrect. Your approval of the Confirmation is the absolute final instruction to proceed and supersedes any other previous instructions including enquiries, quotations, current or previous purchase orders.

If following Your approval of the Confirmation but prior to delivery of the Products, You subsequently establish that a proof is incorrect You must notify Us immediately to ensure that We have every opportunity to make the required amendments prior to commencing with Production. Any such amendment may incur a separate charge. If We have not commenced with production of the Products then We shall proceed on the basis of the subsequently corrected proof. However, if We have already commenced with production of the Products then We shall give You the option of:

- (a) accepting delivery of the Products which have been produced; and/or
- (b) Us remedying the error in the proof and producing further Products at an additional cost to be agreed in advance of further production.

If We have any special payment terms then We shall confirm these within the Confirmation.

If we are unable to supply You with a Product, for example because that Product is not in stock, no longer available, because We cannot meet Your requested delivery date or because of an error in the price in Our Sales Materials (see clause 5), We will inform You in writing and not process Your order. If You have already paid for the Products, We will refund You the full amount including any delivery costs charged as soon as possible.

5. Delivery

We will always try and make delivery in line with an agreed delivery date or otherwise as soon as possible following the Contract being formed but note that we may make delivery in instalments. Time for delivery is not of the essence and We shall not be liable to You in any way for failure to deliver in accordance with any projected or agreed delivery date.

Delivery shall be completed and risk and responsibility in the Products shall pass to You either when Your carrier collects the Products from Us or when We arrive at the address You gave Us (and where someone is available to unload them) in which case You shall be responsible for unloading the Products from Our delivery vehicle without Our assistance. If no one is available at Your address to take delivery within 30 minutes of Our arrival, We will leave You a note that the Products have been returned to Our premises, in which case, please contact Us to rearrange delivery. Please note that additional charges may be incurred in these circumstances and that We may at Our absolute discretion remove any credit terms which have been provided to You.

Subject to the provisions of this clause, You shall only own the Products once We have received payment in full, including all applicable delivery charges and You agree and acknowledge that where You receive any monies in respect of those Products for which You have not paid Us in full, that You hold such monies on Our behalf. We shall be permitted at any time to repossess any Products which We have supplied to You (even where such Products may relate to a previous Contract for which You have paid Us and do not relate to those for which the debt relates) to the value of any overdue payment owing to Us by You and You shall promptly upon receipt of notice from Us of Our intention to exercise such rights in accordance with this clause:

- (a) deliver at Your own cost and risk such Products to Us as You are notified to deliver to Us; or failing compliance with this requirement or at Our absolute discretion,
- (b) facilitate Our, Our agents' or subcontractors' unobstructed access to Your premises or locations where the Products are stored. If We, Our agents or subcontractors are required to access Your premises or locations where the Products are stored under this clause then You shall reimburse Us on a pound for pound basis in respect of all costs incurred by Us in exercising these rights.

Whether or not ownership of the Products has passed to You, You agree that at all times You shall keep all stocks of the Products which You hold in conditions appropriate for their storage, in a saleable condition and under appropriate security.

Whilst We may exercise rights to recover the Products under this clause, You shall effect and maintain insurance with a reputable insurance company for all Products held by You against all risks which would normally be insured against to at least their full replacement value. You shall produce to Us on demand full particulars of that insurance and the receipt for the then current premium.

We may agree to deliver to countries outside of the United Kingdom (**'International Delivery Destinations'**); however there are restrictions on some Products for certain International Delivery Destinations, meaning that You must provide Us with all applicable information before ordering Products so that We can inform You of any applicable restrictions. Delivery to an International Delivery Destination may be subject to import costs, duties, taxes and all applicable laws and regulations of the country for which the Products are destined (**'Import Laws'**). We will not be liable or responsible if You break any Import Law and You hereby agree that You shall reimburse Us on a pound for pound basis for any loss, damages, costs or expenses that We incur as a result and protect Us against any claims which arise as a result.

Please note that by placing an order You assure Us that You are aware of all such Import Laws and that You shall be responsible for all associated import costs, duties and taxes and furthermore that We have no control over these charges. Please contact Your local customs office for further information before placing Your order if You are in any doubt.

6. Returns

Following delivery You must immediately inspect the Products and sign for them as 'undamaged' or 'damaged' accordingly. If the Products are damaged or defective, then provided You have signed for them as such, You must inform Us within 2 working days. We reserve the right to inspect the alleged damage or defect of the Products and if We agree with Your assertion and reasonably determine that the damage or defect was not caused by You, We may at Our absolute discretion decide to:

- (a) repair the Products - We may ask You to return the Products to Us and will reimburse any reasonable costs in doing so; or
- (b) issue replacement Products - if We're replacing defective Products, delivery of the replacement Products shall take place and risk and responsibility of the replacement Products shall pass in the same manner as initially agreed; or
- (c) grant a refund (of the whole or a proportionate part of the price) of the defective Products - in which case the defective Products shall become Our property but We're under no obligation to collect them from You or arrange for their disposal. We may ask You to return the Products to Us and will reimburse any reasonable costs in doing so.

Where You wish to make a return to Us, You must provide Us with notice in writing. Unless the Products are damaged or defective, We accept no returns of Products which have been despatched or which have been printed or which are bespoke to You. We may at Our absolute discretion accept returns of Products which are plain only and We may in such circumstances offer You either a full refund or a credit note subject to charging You a handling fee of not less than the lesser of £20 or 20% of the price of the Products.

7. Price of Products and Delivery Charges

The prices of the Products (which unless specified includes delivery charges) will be as stated or if not, then as quoted in Our price lists at the time You submit Your order. It is always possible that, despite Our reasonable efforts, some of the Products may be incorrectly priced. We will normally check prices as part of Our dispatch procedures so that:

- (a) where the Product's correct price is less than the price stated, We will charge the lower amount when dispatching the Products to You. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mispricing, We do not have to provide the Products to You at the incorrect (lower) price; and
- (b) if the Product's correct price is higher than the price stated, We will contact You in writing as soon as possible to inform You of this error and We will give You the option of continuing to purchase the Product at the correct price or cancelling Your order. We will not process Your order until We have Your instructions. If We are unable to contact You using the contact details You provided during the order process, We will treat the order as cancelled and notify You in writing.

Where Your order of Products is for a value of less than £100 then We may apply a £20 surcharge and which shall appear on Your invoice.

Value added tax (where applicable) at the applicable current rate chargeable in the UK for the time being (**'VAT'**) is chargeable on the Products and unless otherwise specified will be charged in addition to the price. However, if the rate of VAT changes between the date of Your order and the date of delivery, We will adjust the VAT You pay, unless You have already paid for the Products in full before the change in VAT takes effect.

8. Payment

Unless We notify You within the Confirmation, We shall issue an invoice once the Products have been dispatched. We reserve the right to charge for the cost of storage of the Products at Our premises beyond any agreed period and such costs will be advised before invoicing. If We continue to store those Products at Our premises beyond the agreed period then We shall contact You to rearrange delivery within 14 days and if a delivery date cannot be agreed then We shall either:

- (a) agree to continue to store the Products at Our premises for an extended period agreed with You at a cost of £5 per pallet (or part pallet) per week; or
- (b) dispose of those Products, whilst invoicing You for them and any associated disposal costs, which You shall reimburse to Us on a pound for pound basis.

You shall pay in pounds sterling the full amount invoiced by Us to You by the final day of the calendar month following that within which the invoice was issued. For example if We invoice You on 15 February 2016 then You shall be required to pay Us by 31 March 2016.

If You would like to query or dispute the amount of any invoice then You must do so within 5 working days of the end of the calendar month within which that invoice is issued otherwise You shall be deemed to have accepted that invoice and correct and payable to Us. In any event, should You query or dispute the amount of an invoice, this is without prejudice to Your obligation to pay such invoice on the due date for payment. In circumstances where You pay a queried or disputed invoice to Us and We agree with Your query or dispute then We shall refund to You such amount that You have paid Us and which it turns out was not due.

If You fail to make any payment due to Us under the Contract by the due date for payment, then, without limiting any other of Our remedies, We reserve the right to withdraw any credit terms which We offered to You and You shall pay interest on the overdue amount at the rate of 4% above the base rate of the Bank of England and. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and You shall pay the interest together with the overdue amount.

We may at any time, without notice to You, set off any liability of Yours to Us against any liability of Ours to You, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, We may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Us of Our rights under this clause shall not limit or affect any other rights or remedies available to Us under this Contract or otherwise. For the avoidance of doubt all amounts due under this Contract shall be paid by You to Us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Our Warranty for the Products

We provide a warranty that on delivery and, for a period of 6 months for self seal envelopes and 12 months for all others, the Products shall be free from material defects. However, this warranty does not apply to any defect in the Products arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by You or by any third party;
- (c) if You fail to operate or use the Products in accordance with the user instructions;
- (d) any alteration or repair by You or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by You.

10. Our Liability as You are a Business

With the exception that nothing in these Terms limits or excludes Our liability for death or personal injury caused by Our negligence, fraud or fraudulent misrepresentation, or breach of any terms implied by legislation, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss.

To the extent that We may limit Our liability, Our total liability to You in respect of all 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 the price of the Products to which that liability relates.

Except as expressly stated in these Terms, We do not give any representation, statement, assurance, promise or undertakings in relation to the Products. Anything 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, We will not be responsible for ensuring that the Products are suitable for Your purposes or any specific subjective expectations of Yours.

11. Termination

We may at Our absolute discretion and without liability to You in any way give notice in writing to You terminating the Contract immediately if:

- (a) You commit a breach of any term of the Contract and (if such breach is remediable) fail to remedy that breach within a period of 10 working days of being notified in writing to do so or You repeatedly breach any of the terms of the Contract in such a manner as to reasonably justify the opinion that Your conduct is inconsistent with You having the intention or ability to honour the terms of the Contract; or
- (b) You suspend, or threaten to suspend, payment of Your debts or are unable to pay Your debts as they fall due or admit inability to pay Your debts or (being a company or LLP) You are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or become a patient under any mental health legislation, or You are deemed bankrupt or either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) You have any partner to whom any of the foregoing apply or any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which You are subject that has an effect equivalent or similar to any of the events mentioned in this clause; or
- (c) You suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of Your business; or
- (d) You try to assign or appear to have the intention of assigning Your rights or obligations under the Contract without Our prior consent.

12. Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of utilities, Our suppliers, agents or subcontractors, public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport ("**Event Beyond Our Control**"). If an Event Outside Our Control takes place that affects the performance of Our obligations under a Contract:

- (a) We will notify You as soon as reasonably possible; and
- (b) Our obligations under a Contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Products to You, We will arrange a new delivery date with You after the Event Outside Our Control is over.

You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 60 days. If You opt to cancel, this shall relate only to the part of an order which You have not yet received and You will not be permitted to return any Products You have already received. We will refund the price You have paid for the Products which You have not received, including the any delivery charges on a pro rata basis.

13. Communications

Any notice or other communication given by You to Us, or by Us to You, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting or if sent by e-mail, one working day after transmission. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. Other Important Terms

No variation to the terms of a Contract shall be valid unless agreed in writing between You and Us.

We may transfer Our rights and obligations under a Contract to another organisation, but this will not affect Your rights or Our obligations under these Terms. You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.

This Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

The sale of the Products to You under the Contract shall not have the effect of transferring any of Our intellectual property rights to You and You warrant that You shall not in any circumstances breach either Our intellectual property rights or those of any third party. You further warrant that Our performance of the Contract shall not result in the breach of any third party's intellectual property rights.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

These Terms, a Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of it.