



1. Interpretation and Definitions

In these Terms and Conditions the following words have the following meanings:

"Company" means Oracall Ltd, (Company number: 7655148) whose registered office is 5 Little Ann, Little Ann, Andover, Hampshire, SP11 7DN and "we" or "us" refers to the Company unless otherwise clear from the context

"Purchaser" or "Customer" means the person, company, firm or other organisation purchasing Goods from the Company and "you" refers to the Purchaser

"Contract" means the agreement between the Company and the Purchaser for the purchase of the Goods and incorporating these terms and conditions

"Order" means the purchase order giving details relating to the Goods and Contract that the Purchaser has agreed to in writing

"Goods" means the goods to be sold by the Company

"Website" means any of the Company's websites

2. General

This agreement shall be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

These terms and conditions apply to all Orders and Contracts and supersede all others. Receipt of acknowledgement of an Order by you, constitutes your acceptance that our conditions are the only conditions that apply to the Contract notwithstanding any purported terms put forward by you. Any variation on these terms and conditions will not be binding on us unless set out in writing and approved by an authorised signatory of the Company.

No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents, representatives or employees of the Company shall be construed to vary in any way any of these terms and conditions under the Contract unless otherwise agreed in writing by us.

Failure by us at any time to enforce any of the provisions of these general conditions shall not be construed as waiver by us of such provisions or in any way affect the validity of these terms and conditions.

3. Prices and Quotations

Where applicable all prices are subject to VAT at the current rate. Prices quoted on our Website are guide prices only and are subject to the reviewing of, and agreement to, final artwork. Once full specifications have been finalised, a quotation price will be confirmed in writing/e-mail. All prices are subject to change without notice.

All quotations are valid at the time of quoting and remain valid for 14 days, error and omissions excluded. We reserve the right to adjust the prices quoted on Orders to take account of additional costs to us including but not limited to additional costs caused by changes in the law and/or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties, currency fluctuations or otherwise.



4. Artwork and Printing

A one off origination fee will be chargeable for all artwork and is payable with the first order or subsequent order following any agreed amendments.

We will send you artwork of your customised Goods requesting your approval via email and this must be checked thoroughly by you. You must notify us of any discrepancy in the artwork or Order as we will not accept any liability of any post-completion errors or omissions although there may be slight variations in the printing when multiple colours are used. No production will take place until we have received in writing your "signed off" approval of the artwork and the Order together with receipt of 50% deposit.

The prices shown in our brochures and websites usually include artwork and printing charges. Where prices do not include artwork and/or printing charges this will be clearly stipulated. The advertised prices are subject to change and will be confirmed in the Order.

Where you provide the artwork or design for us to use you warrant that you are entitled to use that artwork or design and either own the copyright or are entitled to use it and will fully indemnify us against all claims made by third parties in respect thereof. In order to print efficiently from the artwork you supply it may be necessary to adjust or redraw your artwork and you will be advised of the changes made.

Where you have asked us to create artwork or designs for you, we retain the copyright in such artwork and designs unless we agree in writing that you have acquired its ownership including the terms under which you have so acquired the ownership thereof. We reserve the right to use your logo or advertisement in our brochures unless otherwise instructed in writing.

5. Payment Terms and Invoicing

Payment of 50% of the quoted price shall be made on final placement of Order and payment of the balance then outstanding shall, as set out on the quote, either be 30 days after delivery of the Goods or immediately on delivery. If delivery is in instalments then payment 'on delivery' means on each delivery actually made.

Time for payment to us is of the essence for the purposes of the Contract. We shall be entitled to suspend any and all deliveries and outstanding instalments of deliveries until payment for all earlier Orders has been received by us in full. The Purchaser shall not be entitled to withhold payment of any amount payable under the Contract (or any other contract between the parties) because of a disputed claim of the Purchaser in respect of faulty Goods or any other breach of contract, nor shall the Purchaser be entitled to set-off against any amount payable under the Contract (or any other contract between the parties) to the Company any monies which are or are purported to be payable by the Company.

6. Order Changes and Cancellations

We will make every effort, upon receipt of your request in writing, to change or cancel your Order. If production of your Order has not yet started, no additional charges will be applied. If production of your Order has started, there will be additional charges to change or cancel your Order. The charge will be based on work carried out up to the date of notification and the cost of materials no longer usable elsewhere. Any increase in the Order quantity will need to be regarded as a separate contract, potentially with a separate delivery date, unless written notification is received before work has commenced.



7. Delivery and Lead Times

Lead times will be deemed to commence at the date and time that we receive in writing, "signed off" approval of the artwork that we supplied to the Purchaser. Every effort will be made to agree a mutually convenient delivery date and to deliver on time, but any delivery day or lead-time specified is a best estimate made by us in good faith and shall not be binding upon us as a term of the Contract or otherwise. Time of delivery is not of the essence for the purposes of the Contract and no liability is accepted for any loss arising from delay or error in the delivery of the Goods. The Company's delay in delivery of the Goods shall not by itself entitle the Purchaser to terminate or rescind the Contract.

All prices are quoted for sea freight but we can in most circumstances arrange special express air deliveries of Goods, but this service will usually be subject to additional charges to you. We cannot guarantee that such express deliveries will be delivered on the agreed date and we do not accept liability for any loss or damage arising from the delay or error in the delivery of such Goods.

National holidays in China and United Kingdom or any National holidays in the country to be delivered to may cause delays in the delivery of any goods for which we do not accept any liability.

8. Passing of Title and Risk

The risk of the Goods shall pass to the Purchaser on delivery. The Purchaser shall insure the Goods against loss and damage by fire or other insurable risk from that time until the ownership of the Goods passes to the Purchaser. The Purchaser shall hold on trust for us any insurance monies received as a result of such loss or damage. All Goods, whether delivered or not, remain our property until payment for the entire Order is received in full.

9. Claims

Claims in connection with the Goods or their delivery must be made in writing to us, so as to reach us within 5 days of the date of delivery or such Goods shall be deemed to comply as to quality and quantity with the terms of the Contract. You should examine all Goods delivered at the time of delivery. Subject to clause 10 we shall not be liable for any loss arising from damage caused to the Goods in transit unless the loss or damage is noted on the delivery note at the time of delivery and subsequently reported to us in writing in accordance with this clause. Goods are only returnable with **our prior written agreement**.

10. Liability

The Company shall have no liability for:

- any defect arising from any design or specification supplied by the Purchaser
- any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods
- claims based on any defect in the quality or condition of the Goods or their failure to correspond with specification unless you have fully complied with the notification of claims procedures set out in Clause 9.
- delay or failure to supply the Goods for reasons beyond the Purchaser's reasonable control

Where a valid claim is made, we shall have the right to replace the Goods (or the part in question) free of charge or, at our sole discretion, refund to the Purchaser the price of the Goods (or the fair proportion of it); the Company shall then have no further liability to the Purchaser in respect of that claim



Save in so far as defects in the Goods cause death, injury or damage to personal property under the Consumer Protection Act 1987, the Company shall have no further liability for any losses, costs or expenses incurred by the purchaser, whether direct, indirect or consequential and, except as stated, the liability of the Company shall never exceed the price actually paid for the Goods by the Purchaser and you fully indemnify us against all claims made by third parties in respect thereof.

Incoterms are either FOB or CIF and vary according to the order requirement.

11. Products

We reserve the right to alter without notice minor details or design of Goods which do not materially change their character or value. You acknowledge that we have absolute discretion in this. We believe we have accurately described the Goods in the Company's catalogues and websites, however, all illustrations contained in the Company's catalogues, brochures, websites, advertisements or price lists are approximate only and are intended to give a general idea of the Goods described therein. These images shall not form part of the Contract and do not necessarily indicate that we have supplied the item to the owners of the logo or design or that company or that the owner of the logo or design has endorsed the product concerned. Any images contained in quotes or shown in specific photos or actual samples are also intended to give a general idea of the Goods and shall not, unless specifically agreed with us in writing prior to Order, form part of the Contract. No warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss. If there is a particular aspect of the description of the Goods on which you intend to rely, you must advise us of that in writing before we prepare and send you an Order Form.

12. Product Variations

Due to the variety of materials and the imprinting processes utilised by us and our suppliers, no guarantee can be given to match exactly pantone colour references or colour samples provided by the client. We will endeavour to match as closely as possible to these colour references but cannot be held liable for any further costs that may arise.

The Company cannot guarantee that the Goods will be exactly the same as previously supplied. Samples are available on request to check for size, materials etc.

13. Overdue Accounts

Interest will be payable on overdue accounts, at the rate of 5% above the HSBC Bank plc base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you. If an account is overdue for more than 14 days we are entitled to withhold future deliveries. In addition to our statutory rights we are entitled to claim from you all legal or collection charges arising therefrom.

14. Default of Purchaser

In the event that the Purchaser shall be in material breach of any of its obligations under the Contract; or any distress or execution shall be levied on the Purchaser's property or assets; or if the Purchaser (being an individual or partnership) shall make or offer to make any voluntary arrangement or composition with its creditors or become bankrupt or if any bankruptcy petition be presented against him; or if the Purchaser (being a company) has an administrative receiver or administrator appointed or makes a voluntary arrangement with its creditors or commences to be wound up; or otherwise if the Purchaser fails to pay its debts as and when they fall due; the Company at its discretion and without



prejudice to any other right or claim may by notice in writing immediately terminate, wholly or in part, the Contract between the Company and the Purchaser or may (without prejudice to the Company's rights subsequently to terminate the Contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods and require the return of any Goods already delivered but which, due to non-payment, remain our property.

15. Force Majeure

We will not be responsible for failure and/or delay in the carrying out of our obligations under the Contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any cause and in such circumstances we shall be entitled by written notice to the Purchaser to terminate the Contract in whole or in part without incurring any liability whatsoever to you.

16. Assignment

The Purchaser may not assign, sub-contract or in any way transfer or dispose any of its rights or obligations under the Contract without the prior written consent of the Company.

Company Registration No. 7655148, VAT No. GB 116557904