

**BY UTILISING THE SERVICES OF INLINE.MARKETING (PPI BUSINESS COMMUNICATIONS LTD) THE CUSTOMER IS DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED THESE TERMS AND CONDITIONS.**

**1. Definitions;** In these Conditions: - 'Inline' – refers to ppi Business Communications Ltd. 'The Customer' – means the person, company or organisation who orders the Commissioned Work pursuant to these Conditions; 'The Customer's Materials' - means all materials delivered to Inline by the Customer; 'The Commissioned Work' - means the design, printing, storage or distribution work howsoever described. 'Intellectual Property Rights' - means any copyright, design right, registered design, trade mark whether registered or not, right of confidentiality or any other similar right whether arising in the United Kingdom or elsewhere in the world

**2. Application:** Inline and the Customer shall contract subject to these Conditions which shall govern their relationship to the exclusion of any other terms and conditions contained or referred to in the Customer's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing and any purported provisions to the contrary are hereby excluded. No variation of these Conditions shall be binding upon Inline unless made in writing and signed by a duly authorised representative of Inline.

## **DESIGN & PRINT SERVICES**

### **3. Prices – Design and print services**

(a) Unless expressly stated to the contrary all costs and fees are exclusive of any applicable value added or any other sales tax and any applicable delivery charges, for which the customer shall be additionally liable.

(b) Without prejudice to the above, Inline will not be bound by any estimate given until it has received complete instructions and has had sight of and accepted the commissioned work.

(c) Unless otherwise agreed in writing by Inline, payment of invoices shall be made at time of placing the order as a pre-payment. Customers may apply to become credit account customers for which application may be accepted at Inline's sole discretion. Credit account customers shall pay Inline within 30 days of the date of Inline's invoice. If the customer fails to make payment on the due date, Inline shall be entitled to charge the customer under the Late Payment of Commercial Debt Act 1998. This will be charged at 2.5%. This sub-clause shall continue to apply notwithstanding that Inline obtains judgment against the customer. Inline may require the customer to pay a deposit at the time the order is placed. Furthermore, if in the opinion of Inline, the creditworthiness of the Customer shall have deteriorated prior to delivery, Inline may require full or partial payment prior to delivery.

(d) Design work: For all design projects a deposit of 50% will be charged which will be payable before Inline start any work on the project. The balance will be due upon completion of the project or within 30 days of invoice for account customers

### **4. Preliminary Work:**

Inline shall charge and the customer shall pay Inline for all preliminary work carried out, whether experimental or otherwise, at the customer's request. In the event that Inline accepts early termination by the customer of any preliminary work, the customer shall pay Inline for the preliminary work, if any, carried out prior to such termination on a pro rata basis.

### **5.Proofs;**

It shall be the responsibility of the customer to inspect all proofs (whether printed or electronic) submitted for approval and Inline shall not be liable to the customer for any errors not corrected by the customer in proofs so submitted. The customer's alterations, and additional proofs necessitated shall be charged extra to the customer.

### **6.Printing**

A) Due to the nature of the processes involved, Inline does not guarantee that the commissioned work will match any of the customer's previously printed materials in colour, saturation or texture, whether or not the

previous work has been produced by Inline.

B) Customers who require colour reproduction to a specific standard must state this requirement in their order confirmation and request a set of wet proofs for each item to be printed for which an additional charge shall be made.

C) Unless a specific paper stock is specified by the client at the time of requesting quotation or placing order, the client authorises Inline to use our house stock. We will always supply the paper weight and stock finish requested by the client but will not guarantee any make/brand of stock. Furthermore Inline do not guarantee that the stock used will match any previous printed item whether or not previously printed by Inline. If the client requires this level of consistency then they must request the exact paper specification/brand at the time or order.

### **7. Variations in Quantity;**

Inline shall endeavour to deliver the correct quantity of the commissioned work but orders for the commissioned work are accepted on the condition that the customer accepts a margin of 3% for over supply or shortfalls in quantity. Where items are over supplied no charge will be made for extra items. If items are undersupplied the final price will be reduced pro-rata from the original quotation.

### **8. Delivery:**

Upon completion of the commissioned work the client will be responsible for arranging collection from Inline's premises. If delivery is agreed by the client and Inline, Inline will deliver the commissioned work to that place. Inline offer one free delivery per order within the UK mainland. Any further deliveries requested by the customer will be charged to the customer. If the place of delivery is outside the UK mainland, Inline shall charge for such delivery and insurance at the rates ruling at the date of delivery.

### **9.Delivery Dates -**

Inline shall endeavour to fulfil all orders placed by the Customer and shall endeavour to comply with delivery dates quoted but the time for delivery shall not be of the essence. **INLINE SHALL NOT BE LIABLE FOR ANY LOSS DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO ANY DELAY BEYOND THE STATED DELIVERY DATE.**

### **10. Instalment Delivery:**

Where the order is to be delivered in instalments, each delivery shall constitute a separate contract and failure by Inline to deliver any one or more of the instalments in accordance with these conditions or any claim by the customer in respect of any one or more of the instalments shall not entitle the customer to treat the order as a whole as repudiated or cancelled.

### **11. Risk & Title:**

The risk in the commissioned work shall pass to the customer on delivery and the customer should therefore be insured accordingly.

**12.** The customer's right to possession of the commissioned work shall cease if any of the events described in Condition 35 occurs.

**13.** Conditions 11 to 13 (inclusive) are without prejudice to Inline's rights and remedies if the customer fails to make payment on the due date or is otherwise in breach of the terms of these conditions.

### **14. Design Work:**

On due payment by the customer for design work by Inline, Inline will: (i) return to the customer the customer's materials; (ii) deliver and transfer to the customer the origination Items; and (iii) at the customer's request assign to the customer Inline's copyright and design right in relation to the design work subject to payment by the customer of all additional expenses relating to such assignment.

### **15. Liability**

Subject always to condition 16 below:- (a) Inline shall not be liable to the Customer in respect of a claim relating to the commissioned work unless the customer shall notify Inline in writing of such claim such notice to be received by Inline within the following time limits

depending upon the nature of the claim:-

Damage, loss or partial loss in transit : Within 7 days of delivery

Non-delivery : Within 7 days of delivery

Any other claim : Within 14 days of delivery

In the event of any claim and subject that the above time limits have been met by the customer, any liability incurred by Inline in respect of any of the commissioned work supplied pursuant to these conditions howsoever arising shall be limited to re-printing the commissioned work or refunding the costs or fees paid.

**16.** These conditions do not and will not affect the statutory rights of the customer as a consumer. No provision in these conditions which would be void by virtue of section 6 or Section 20 of the Unfair Contract Terms Act 1977 (as amended) shall apply to any consumer transaction governed by these conditions.

**17.** For the purposes of the foregoing the expressions "consumer" and "consumer transaction" shall have the respective meanings given thereto in paragraph 2 of the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended).

### **18. Force Majeure:**

Inline shall not be liable to the customer or be deemed to be in breach of any order for the commissioned work by reason of any delay in performing or failure to perform any of Inline's obligations in relation to the order placed by the customer if the delay or failure was due to any cause beyond Inline's reasonable commercial control.

### **19. Customer's Warranty and Indemnity:**

(a) Inline reserves the right to decline to print any of the customer's materials without reason or explanation.

(b) The customer warrants to Inline that it owns the customer's materials and all intellectual property rights in them and that the customer's materials do not infringe any Intellectual property rights of any third party and would not if used in relation to the sale of any commissioned work or the provision of any services infringe any Intellectual property rights of any third party.

(c) The customer shall indemnify Inline and keep it indemnified in respect of all costs, claims, liabilities and expenses to which Inline may be subject as a result of any claim that any of the customer's materials or any design material originated by Inline on the instructions of the customer contains any defamatory or obscene matter or infringes any intellectual property rights of any third party. The indemnity shall extend (without limitation) to any amount paid on a lawyer's advice in settlement of any such claim and to Inline's legal costs.

### **STORAGE:**

#### **20. Storage**

(a) Prices: Storage prices shall be charged by volume or item as set out in any individual contract with the customer. Storage charges will be applied monthly in advance with a minimum charge of one full calendar month. No refunds will be given for material stored only part of the month. In this case the minimum monthly charge will apply.

(b) Liability: All materials stored with Inline are done so at the customers own risk. Items stored with Inline WILL NOT be covered under our insurance policy and the customer is responsible for arranging adequate cover for their items.

(c) Release of goods: Should the customer wish to call off all or part of their stock with inline they may do so at any time subject to the terms in their contract/SLA with Inline. Inline reserve the right to refuse to send or release items should any monies owed to Inline by the customer be overdue.

(d) Items stored with Inline are generally listed on our online ordering system. Although every attempt is made to ensure that counts are exact, due to printers tolerances and the nature of storing such material the client agrees that a tolerance of 3% in the count by product line will be deemed to be accurate.

## **DISTRIBUTION:**

### **STATEMENT:**

**When ordering Inlines services you, as “Shipper”, are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, that the Terms and Conditions shall apply from the time that inline accepts the Shipment unless otherwise agreed in writing by an authorised officer of Inline. “Shipment” means all documents or parcels that travel under one waybill and which may be carried by any means Inline chooses, including air, road or any other carrier. A “waybill” shall include any label produced by Inline automated systems, waybill, or consignment note and shall incorporate these Terms and Conditions. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost. (Please see below for further information). “Inline” means any member of our network.**

### **21. Customs, Exports and Imports**

Inline may perform any of the following activities on shipper's behalf in order to provide its services to shipper: (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations, (2) act as shipper's forwarding agent for customs and export control purposes and as receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the shipment to receiver's import broker or other address upon request by any person who Inline believes in its reasonable opinion to be authorised.

### **22. Unacceptable Shipments**

Shipper agrees that its shipment is acceptable for transportation and is deemed unacceptable if:

(a) it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organisation;

(b) no customs declaration is made when required by applicable customs regulations;

(c) it contains counterfeit goods, animals, bullion, currency, banderols/tax stickers, bearer form negotiable instruments, precious metals and stones; real or imitation firearms, parts thereof, weapons, explosives and ammunition; human remains, pornography or illegal narcotics/drugs),

(d) it contains any other item which Inline decides cannot be carried safely or legally, or its packaging is defective or inadequate.

### **23. Deliveries and Undeliverables**

Shipments cannot be delivered to PO boxes. Shipments are delivered to the receiver's address given by shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. If the shipment is deemed to be unacceptable, or receiver cannot be reasonably identified or located, or receiver refuses delivery or to pay for delivery, Inline will inform the sender giving you the option of supplying new details. If new details are not received within 48hrs you will be given the option to have the item destroyed (free of charge) or returned at our standard import charge. Failure to respond in 48hrs will result in the package being returned or destroyed.

### **24. Inspection**

Inline has the right to open and inspect a shipment without notice.

### **25. Shipment Charges**

Inline's shipment charges are calculated according to the higher of actual or volumetric weight and any shipment may be re-weighed and

re-measured by Inline to confirm this calculation. Shipper shall pay or reimburse Inline for all shipment charges, ancillary charges, duties and taxes owed for services provided by Inline or incurred by Inline on shipper's or receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the shipment is deemed unacceptable for transport as described in Section 2.

### **26. Inlines's Liability**

Inline's liability is strictly limited to direct loss and damage only and to the per kilo/lb limits in this Section 26. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to Inline's attention before or after acceptance of the shipment. If a shipment combines carriage by air, road or other mode of transport, it shall be deemed to have been carried by air. Inline's liability in respect of any one shipment transported, without prejudice to Sections 27-31, is limited to its actual cash value and shall not exceed:

1. \$US 25.00/kilogram for shipments transported by air or other non-road mode of transportation; or

2. \$US 12.00/kilogram for shipments transported by road. Claims are limited to one claim per shipment settlement of which will be full and final settlement for all loss or damage in connection therewith. If shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 28 (Shipment Insurance) or make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

### **27. Time Limits for Claims**

All claims must be submitted in writing to Inline within thirty (30) days from the date that Inline accepted the shipment, failing which Inline shall have no liability whatsoever.

### **28. Shipment Insurance\***

Inline can arrange insurance for shipper covering the actual cash value in respect of loss of or physical damage to the shipment, provided the shipper completes the insurance section on the front of the waybill or requests it via Inline's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

\* Not available for mail services

29. Inline will make every reasonable effort to deliver the shipment according to Inline's regular delivery schedules, but these schedules are not binding and do not form part of the contract. Inline is not liable for any damages or loss caused by delays.

### **30. Circumstances Beyond Inline's Control**

Inline is not liable for any loss or damage arising out of circumstances beyond Inline's control. These include but are not limited to:- electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to Inline; any act or omission by a person not employed or contracted by Inline - e.g. Shipper, Receiver, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash or embargo, riot or civil commotion, industrial action.

### **31. International Conventions**

If the shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention, or the Warsaw Convention as applicable, governs. For international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. These conventions limit Inline's liability for loss or damage.

### **32. Shipper's Warranties and Indemnity**

Shipper shall indemnify and hold Inline harmless for any loss or damage arising out of shipper's failure to comply with any applicable laws or regulations and for shipper's breach of the following warranties and

representations:

(a) all information provided by shipper or its representatives is complete and accurate;

(b) the shipment was prepared in secure premises by shipper's employees;

(c) Shipper employed reliable staff to prepare the shipment;

(d) Shipper protected the shipment against unauthorised interference during preparation, storage and transportation to Inline;

(e) shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;

(f) all applicable customs, import, export and other laws and regulations have been complied with; and

(g) the waybill has been signed by shipper's authorised representative and the Terms and Conditions constitute binding and enforceable obligations of shipper.

### **33. Routing**

Shipper agrees to all routing and diversion, including the possibility that the shipment may be carried via intermediate stopping places.

### **34. Governing Law**

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of Inline, to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the shipment and shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

### **35. Insolvency and Breach**

If:- (a) the customer, being a company, makes any arrangement or composition with its creditors or has a receiver or administrator appointed or if the customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or becomes insolvent or goes into liquidation within the meaning of Section 247 of the Insolvency Act 1986 or an order is made or resolution passed for winding up (except for voluntary amalgamation or reconstruction); or

(b) the customer, being an individual, has a bankruptcy petition presented against him or is unable to pay his debts within the meaning of Section 123 of the Insolvency Act 1986 or becomes insolvent or makes any arrangement or composition with his creditors or takes any similar action in consequence of debt;

(c) the customer is in breach of any of its obligations under these Conditions, then Inline without prejudice to any of its other rights may immediately suspend the performance of any order placed by the customer and shall be entitled to charge the customer, and the customer shall immediately become liable to pay, for any commissioned work already carried out (whether completed or not) including the cost of any materials purchased on behalf of the customer.

### **36. Severability**

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

### **37. Entire Agreement**

These Conditions constitute the entire agreement of the parties as to the subject matter hereof and supersede all previous agreements and understandings (if any) between the parties and all representations made with respect thereto.

**We hereby certify that all information and material supplied to Inline. marketing by the customer or their partners, will be used for the sole purpose of customer approved projects and campaigns. No unauthorised use of any data or material supplied will take place at any time. All data will be securely deleted upon completion of any campaign.**