

Article 1 – General

(1) Assist-IT Print Shop, 35 Sun Street, Stranraer, DG9 7JL (hereinafter referred to as "**The Shop**") specialises in producing printed material (such as flyers, postcards, posters, etc). The Shop 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 The Shop's websites and to all other contracts relating to the supply of non-customised products from The Shop 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 The Shop has not specifically rejected them. Even if The Shop 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 The Shop.

(4) Please read these terms and conditions carefully before placing an order. By ordering any of The Shop's products, you agree to be bound by these terms and conditions.

IF YOU ARE A CONSUMER, PLEASE PAY PARTICULAR ATTENTION TO ARTICLE 7, ARTICLE 22 AND SECTION B: "Customer Information"

Article 2 – Definitions

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

1. "**Account**": The Customer's online user account to which the Customer receives access after entering their e-mail address and password;
2. "**Business Customer** ": Any person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf;
3. "**Consumer**": Any individual acting for purposes which are wholly or mainly outside that individual's trade, business craft or profession;
4. "**Customer(s)**": Either a Business Customer or Consumer who use the service of The Shop via The Shop;
5. "**Customised Products**": Products, which are personalised in accordance with the Customer's specification;
6. "**Guest login**": Registration and approval for temporary use of The Shop restricted to the duration of one purchase order;
7. "**Order**": The order for the Products made by the Customer forming the contract between the Customer and The Shop;
8. "**Order Confirmation**": An email sent out by The Shop to the Customer confirming The Shop's acceptance of the relevant order in accordance with Article 6(5);
9. "**Paper proof**": A digital print-out of the print-ready data converted for the print run, created according to the quality standards to DIN ISO 12647;
10. "**Password**": A combination of figures and/or letters enabling the Customer to log in for the services on The Shop once registration is complete, in combination with the e-mail address;
11. "**Printing Data**": The data or information supplied by the Customer relating to the form of customisation or personalisation of print products.
12. "**Products**": The print products or any other goods that are sold or made available by The Shop;
13. "**Registration**": Initial registration and approval for use of The Shop;
14. "**Service**": Performance by The Shop of all kinds, including provision of and supply of Products;
15. "**Screen proof**": Digital print preview of the print-ready data converted for the print run, giving a colour-close simulation of the subsequent print result;
16. "**Usual business hours**". Monday to Friday 24 hours, Saturdays and Sundays 10:00 to 18:00 hrs (GMT);
17. "**Website**": All the Internet sites on which The Shop offers its services, in particular the Internet sites accessible through The Shop.
18. "**Working days**": Monday to Friday excluding UK public holidays;

Article 3 – Registration and guest login

(1) Receipt of services from The Shop is conditional on permanent registration or a guest login on The Shop. Registration involves entering the required data in an online form provided for this purpose. Registration is concluded by clicking on the "Conclude Registration" button. The Customer creates a permanent account by concluding such registration.

With a guest login, the Customer can receive services from The Shop without registering permanently. For a guest login, the Customer enters an e-mail address that is valid for the entire duration of its purchase order. Subsequent guest logins will require the Customer data to be re-entered.

(2) The Shop shall be entitled to reject registration or a guest login in its absolute discretion for any reason.

Article 4 – Communication with the Customer

Communication with the Customer is conducted mainly by e-mail. The Customer must therefore ensure that e-mails can be received. Customers must provide a valid e-mail address when or before any order is placed, and must inform The Shop immediately of any change to their e-mail address. The Shop is not responsible for Customers' failure to receive communications from The Shop 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

The Shop 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. By agreeing to these terms you consent to such credit checks.

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 activating the "Complete Purchase Order" button.

(2) By activating the "Complete Purchase Order" button, the Customer confirms they have read, understood and accept these general terms and conditions prior to the purchase.

(3) IF THE CUSTOMER IS A BUSINESS CUSTOMER: In completing the purchase order, the Business Customer makes a binding offer to The Shop, which cannot be withdrawn by the Business Customer, to purchase the Services set out in the order. The Business Customer is bound by the offer until the end of the third working day following the date of the offer.

(4) IF THE CUSTOMER IS A CONSUMER: the Consumer is entitled to cancel the purchase order if the Consumer changes their mind. Further information on the Consumer's cancellation rights are set out in Article 7.

(5) If the purchase order has been received by The Shop, the Customer will receive an e-mail acknowledging receipt of the purchase order at The Shop, and giving the Customer information on the purchase order and the product. The confirmation e-mail will also include information on the Customer's right to cancel. This confirmation e-mail does not constitute acceptance of the Customer's order. The contract is concluded only when The Shop expressly accepts the Customer's offer by sending an Order Confirmation to the Customer by e-mail.

(6) 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 securely stored by The Shop 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 The Shops' reasonable expenses.

Article 7 – Cancellation Rights - Notice of the Consumer's right to cancel

Please note Article 7 only applies for Customers of The Shop that are Consumers in relation to the purchase of non-customised products from The Shop. If you have ordered any Customised Products, the right to cancel does not apply to you. Please refer to Article 22 for further information.

(1) Right to cancel

Your legal right to cancel an Order starts from the date of the Order Confirmation (the date on which we email you to confirm our acceptance of your Order and which is the date on which the contract between us is formed), and the end date is the end of 14 calendar days after the day on which you receive the Products. If you have ordered multiple products or where the Products are delivered by instalments, the end date is 14 days after the day on which you receive the last instalment of the Products or the last of the separate Products ordered. This 14 day period is known as your "**Cooling-off**" period. For example, if we provide you with an Order Confirmation on 1 July and you receive the order on 10 July, you may cancel the contract between us at any time between 1 July and the end of the day on 24 July.

You can use the cancellation notice form at the end of these terms and conditions to submit your request to cancel the Order ("**Cancellation Request**"). Alternatively, the Cancellation Request can be sent 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. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

You can address your Cancellation Request to:
Assist-IT Print Shop

35 Sun Street
Stranraer
DG9 7JL
e-mail: info@assist-it.net

(2) Consequences of cancellation

We will:

- a) refund to you the full price you paid for the Products or, where only part of the Order is cancelled, a refund in relation to those affected Products only. We are permitted by law to reduce the refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop.
- b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method).
- c) make the refund 14 days after the day on which we receive the Products back from you or, if earlier, the day on which you provide us with evidence that you have sent the Products back to us. We will refund you on the credit card or debit card used by you to pay. Unless the Product is faulty or not as described you will be responsible for the cost of returning the Products to us.

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.

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

Advice about your legal right is available from your local Citizens' Advice Bureau or Trading Standards office.

Article 8 – Services of The Shop

(1) The description of the Services due from The Shop 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 Industrie (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 The Shop 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. The Shop shall not be obliged to accept any changes required by the Customer.

(3) The Shop 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) The Shop 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 The Shop deletes Printing Data after completion of the print run.

(2) The Customer undertakes not to send The Shop any content that is pornographic, rightwing 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, The Shop shall be entitled to terminate the contract summarily without notice. The foregoing shall apply without prejudice to any other rights and remedies of The Shop.

(3) The Customer shall carefully check the Printing Data before sending it to The Shop, 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 The Shop

(1) The Shop shall be obliged to check the Printing Data only to the extent indicated in the information provided by The Shop in the order placement process ("data check"), and to that extent only, The Shop 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 The Shop to proceed to printing with the defective printing data, The Shop 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) The Shop 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 The Shop will have no liability in respect of the same.

(3) The Shop 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 freedesign printing data

(1) The Shop 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) The Shop 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.

(3) When using printing data created with the online program freedesign®, the printing data is processed at the Customer's own risk if processed in an RGB colour mode different from that stated in the order process. Particularly when CMYK data or ICC colour profiles are processed, there may be inherent colour variations from the original.

Article 12 – Proofs

(1) The Customer can select paper proofs and screen proofs (**proofs**) to be created for an additional charge. 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. The Shop 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 The Shop (**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 The Shop 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 The Shop 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 The Shop 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 provided by The Shop will be as quoted on The Shop, except in cases of obvious error, and will be confirmed in the Order Confirmation, together with any agreed amendments and supplements to the Order.

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

(3) Unless otherwise agreed, the prices indicated include packing, and value-added tax at the applicable rate, but does not include delivery charges (whether in or outside the UK), taxes, fiscal charges and customs duty in the case of deliveries outside the UK. Additional delivery charges apply for the Scottish Highlands and Islands, the Scilly Isles, Isle of Man and the Channel Isles.

(4) The delivery charge will be provided to you before you activate the "Complete Purchase Order" button. All of these charges will be calculated on the The Shop website at the time the Customer completes its purchase order.

(5) 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) Unless payment following invoice has been agreed in writing by The Shop for a Customer, payment must be made in full no later than seven calendar days after receipt of the Order Confirmation. If payment is not made when due, The Shop reserves the right to cancel the relevant order(s) and to claim Liquidated Damages in accordance with Article 22.

(2) Payment must be made using [a debit card or credit card, or via bank transfer].

(3) The Shop will render invoices only in electronic form by e-mail, and shall be under no obligation to provide an invoice in paper form.

(4) Invoices shall be payable net immediately on receipt of invoice.

(5) The Shop shall be entitled to allocate payments to a Customer's older debts first, despite any Customer provisions to the contrary, and shall inform the Customer about the nature of the offsetting effected. If costs and interest have already been incurred, The Shop

shall be entitled to apply the payment to the costs first, then to interest, and lastly to the primary debt.

(6) A payment shall not be effective until cleared funds are available to The Shop.

(7) In the case of returned direct debits or chargebacks, the Customer shall reimburse any bank charges incurred by The Shop, 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 The Shop 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 The Shop 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. **[IF YOU ARE A CONSUMER WE WILL DELIVER THE PRODUCTS TO YOU WITHIN [30 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) The Shop 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 The Shop 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 Event(s)**”), for which The Shop is not responsible, The Shop. Insofar as the Force Majeure Event is of temporary duration, The Shop shall be entitled to delay provision of the Service by the duration of the Force Majeure Event plus a reasonable start-up time. In the event of any Force Majeure Event that are more than temporary, The Shop 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 Force Majeure Event 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) For The Shop 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 Products shall pass to the Customer on handover of the Product 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 Products are transported by The Shop’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 The Shop has notified the Customer that the Products 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 The Shop.

c) If the Customer fails to take delivery of the Products, The Shop shall not be obliged to store the Products safely for the Customer, unless the delay is caused by a Force Majeure Event or breach by The Shop of its obligations and The Shop 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 The Shop’s claim for payment of the price for such Products. 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 The Shop, the storage costs shall be 0.25% of the invoice amount of the Products to be stored per week or part thereof, subject to The Shop’s right to assert and substantiate higher or lower actual incurred storage costs.

(2) IF THE CUSTOMER IS A CONSUMER, THE RISK IN THE PRODUCTS SHALL PASS TO THE CUSTOMER ONLY WHEN THE ITEM IS DELIVERED TO THE DELIVERY ADDRESS SET OUT IN THE ORDER CONFIRMATION.

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

(4) The Shop 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, The Shop will bear all the additional shipping costs.

Article 18 – Retention of title

(1) IF THE CUSTOMER IS A CONSUMER, THE SHOP SHALL RETAIN TITLE TO THE PRODUCTS DELIVERED UNTIL THE CONTRACT PRICE OF THE PRODUCTS CONCERNED HAVE BEEN PAID IN FULL.

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

- a) The Shop will retain title to and ownership of the Products until The Shop has received in full the price of the Products in cash or cleared funds.
- b) Until title to and ownership of the Products has passed to Customer from The Shop, the Business Customer shall:
 - i) hold the Products on a fiduciary basis as The Shop's bailee;
 - ii) store the Products (at the Business Customer's cost) separately from all other Products of the Business Customer or any third party in such a way that they remain readily identifiable as The Shop's property;
 - iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;
 - iv) keep the Products stored at locations in the United Kingdom disclosed in writing to The Shop and grant an irrevocable licence to The Shop, its employees and agents to enter onto any premises where the Products are situated during normal business hours for the purpose of ensuring that Business Customer is complying with the provisions of this clause 18(2).
- c) The Business Customer may use or resell the Products before title and ownership has passed to it provided that:
 - i) any sale shall be effected in the ordinary course of the Business Customer's business at full market value;
 - ii) any such sale shall be a sale of The Shop's property on Business Customer's own behalf and the Business Customer shall deal as principal when making such a sale
- d) Save as contained in clause (c), Business Customer shall not sell, give, pledge, lend, hire, charge or otherwise dispose of the Products until the Business Customer has satisfied the conditions of clause (a).
- e) The Shop may, while it is the owner of the Products, (and without prejudice to any other rights it may have under or by virtue of these terms) demand the immediate return of the Products at any time and the Business Customer shall forthwith comply with such demand and bear the expenses of such return.
- f) If the Business Customer fails to return the Products demanded by The Shop pursuant to clause (e), the Business Customer shall grant an irrevocable licence to The Shop, its employees and agents to enter onto any premises where the Products are situated during normal business hours for the purpose of removing the Products (the cost of doing which shall be borne by the Business Customer) to sell or otherwise deal with the Products.
- g) Notwithstanding the provisions of this clause, The Shop may sue for the price of the Products.
- h) The Business Customer shall immediately notify The Shop in writing if anyone threatens to issue any form of insolvency proceedings against the Business Customer or seeks to appoint a receiver, an administrator, an administrative receiver or manager over any of the Business Customer's property, and shall notify The Shop in writing before initiating any such proceedings or entering into any voluntary arrangement or composition with its creditors.
- i) The Shop shall be entitled to assign and transfer all or any of its rights title and interest in any agreement between the Business Customer and The Shop, the Products and all sums due to it in respect of the Products and shall notify the Business Customer of each such assignment.
- j) Until full payment is made, the Business Customer will take all necessary measures for the protection of the Products including their insurance against all usual risks with an insurance company approved by The Shop for the full replacement value of the Products. The Business Customer will procure that the interest of The Shop is noted upon any such insurance policy and that a copy of the policy is supplied to The Shop 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) The Shop 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 The Shop.

Article – 20 Warranty

(1) Where the customer is a Business Customer:

- a) The Shop warrants that on delivery and for a period of 3 months from delivery, the Products 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 Products arising from:
 - i) fair wear and tear;

- ii) wilful damage, abnormal storage or working conditions, accident, negligence by the Customer or by any third party;
 - iii) operation or use of the Products other than in accordance with the user instructions;
 - iv) any alteration of the Products 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 The Shop during the warranty period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause (a);
 - ii) the Customer (if asked to do so by The Shop) returns such Goods to the The Shop 's place of business at the Customer's cost, and
 - iii) The Shop is given a reasonable opportunity of examining such Products;
- d) The Shop 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 Products in full, together with reasonable delivery costs incurred by the Customer.
- e) The Shop'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 PRODUCTS THAT ARE FAULTY OR NOT AS DESCRIBED.

Article 21 – Liability

(1) If the customer is a Business Customer:

- a) The Shop only supplies the Products for internal use by the Customer's business, and the Customer agrees not to use the Products for any re-sale purposes.
- b) nothing in these terms limit or exclude The Shop'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) The Shop 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), The Shop'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, The Shop does not give any representation, warranties or undertakings in relation to the Services (including the Products). 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, The Shop will not be responsible for ensuring that any Products are suitable for the Customer's purposes.

(2) IF THE CUSTOMER IS A CONSUMER:

- a) if The Shop fail to comply with these Terms, The Shop is responsible for loss or damage the Customer suffers that is a foreseeable result of The Shop's breach of these Terms or our negligence, but The Shop is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of The Shop's breach or if they were contemplated by the Customer and The Shop at the time they entered into the Contract.
- b) The Shop only supplies the Products for domestic and private use. The Customer agrees not to use the Product for any commercial, business or re-sale purposes, and The Shop have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- c) The Shop does not in any way exclude or limit its liability for:
 - i) death or personal injury caused by The Shop'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 The Shop) then the Customer will pay the following compensation to The Shop:

a) if the order of a customised product is terminated before the point at which The Shop sets the order on the printing plate (“Pooling”)

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

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 The Shop will incur in the event of a cancellation or termination of an order.

Article 23 – Ownership of print media, archiving, copyright

(1) The Shop 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 The Shop 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 The Shop for all liability, costs and expenses incurred by The Shop 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 agreement and any other documents or materials referred to (including Section B) 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.

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). You will receive another copy of the Customer information and GTC again by e-mail after you place your Purchase Order, in the form of an attachment in .pdf format with the Order Confirmation.

This information is thus available to you offline at any time after conclusion of contract.

Information on the Vendor

The vendor of products on The Shop is

Assist-IT Print Shop

35 Sun Street

Stranraer

DG9 7JL

E-mail: info@assist-it.net

Internet: www.assist-it.net

Information on the right of to cancel

The Shop sells personalised printed material produced to Customer specification. There is therefore no right to cancel an order in relation to any Customised Products.

III. Information on warranty rights

For details on warranty, please refer to the GTCs. The Products must be inspected for manifest defects immediately after delivery.

Any such defects must be reported immediately to The Shop; an e-mail to info@assist-it.net is sufficient for this purpose. No

guarantees over and above the obligations as to quality required by law are provided in respect of the Products or services supplied.

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.

If you opt for the automatic debit transfer procedure, then specifically for the direct debit procedure, you must print out the bank direct debit mandate page, complete and sign it, and send the original back to us. No Products will be shipped until we have the original of the completed form with your signature.

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.

Contract conclusion process

The contract between you and The Shop 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 Purchase 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, The Shop 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.

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 e-mail 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 Products (e.g. name, address, payment data) only to perform and process the contract. 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 us at:

Assist-IT Print Shop
35 Sun Street
Stranraer
DG9 7JL
E-mail: info@assist-it.net

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.

Consent to the General Terms and Conditions

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

Last amended: 11 September 2017

Cancellation form

Assist-IT Print Shop
35 Sun Street
Stranraer
DG9 7JL
info@assist-it.net

I/We[*] hereby give notice that I/We[*] cancel my/our[*] contract of sale of the following goods/for the supply of the following service [*],

(Order details:)

Ordered on/Received on[*]:

Name of consumer(s):

Address of consumer(s):

Signature of consumers

(only if this form is notified on paper)

Date: