



STANDARD TERMS AND CONDITIONS AND GENERAL TRADING INFORMATION

These terms and conditions apply to all orders and are the only conditions that apply, unless agreed in writing by us.

1. Payment Terms

- 1.1 Payment shall be made in full within 14 calendar days of delivery unless special settlement terms have been agreed by us in writing.
- 1.2 We reserve the right to implement the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulation 2002 (7th Aug) under European Directive 2000/35/EC which gives us the statutory right to claim interest and costs on overdue accounts. The interest is accrued on a daily basis at 6% over the Bank of England Base rate from the date the account became due until the date payment is received. This is enforceable by law.
- 1.3 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or court proceedings.

2. Passing of Title and Risk

- 2.1 The risk in the deeds shall pass to you on delivery
- 2.2 All good, delivered or not, remain our property until payment is made in full.
- 2.3 Until such time as payment in full is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as our property. In the event of non-payment by you for such goods we may, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon property where the goods are stored and repossess and remove the same. You hereby grant us irrevocable licence to enter your premises for the said purposes.

3. Products

- 3.1 We reserve the right to alter any details or design of products illustrated without notice and while every effort is made to describe goods accurately on this website, no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss.

4. Quotations

- 4.1 Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you.

5. Prices

5.1 Where applicable all prices quoted include VAT at the current rate.

6. Delivery

6.1 Most of our products can be ready to be dispatched within 3-4 weeks.

6.2 Every effort will be made to deliver on time, but any delivery date specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of goods.

6.3 Wherever possible Magnetize 2 Advertise offers free delivery to one UK mainland address on all orders placed.

7. Quantity Variation

7.1 We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of goods ordered.

8. Claims

8.1 Claims arising from damages, delay or partial loss of goods in transit must be made in writing to us, so as to reach us within 3 days of delivery.

8.2 All claims with regard to the quality, quantity or condition of the goods shall be made in writing within 3 days of delivery otherwise the goods delivered shall be deemed to be in accordance with the contract.

8.3 You are responsible for examining all goods delivered at the time of delivery. We shall not be liable for any loss arising from the damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

8.4 Claims in respect of non-delivery must be made in writing within 14 days after the expected despatch date.

9. Liability

9.1 Save in so far as defects in the goods cause death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

9.2 We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 8.

9.3 Nothing in these terms and conditions shall affect the right of a consumer.

10. Cancellation Charges

10.1 A charge will be made on all cancelled orders, together with a charge for all work carried out up to the date of cancellation.

11. Quantity Changes to Orders

11.1 Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increase in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

12. Force Majeure

12.1 We will not be held responsible for failure 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 such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

- 12.2 Responsibility will not be accepted for consequential loss or damage occasioned by errors or by delay in delivery.

13. Artwork and Printing

13.1 Artwork charges will be levied for any request for a bespoke design service.

13.2 Customers are requested to supply artwork in the correct specifications (CMYK, minimum of 300dpi, correct dimensions and 3mm bleed). On receipt of artwork, Magnetize 2 Advertise will issue a proof before printing. Customers are wholly responsible for accepting all content, including design, spelling, grammar and numbers. Magnetize 2 Advertise will always print exactly what is accepted in the final proof.

13.3 There may be a small inaccuracy (approximately 1mm) in the cutting process which is more apparent if your fridge magnet is surrounded by a small border or frame.

14. Colours

14.1 Customers are advised that colours will always appear different on screen compared to print. No reprints will be printed at our cost.