



TERMS AND CONDITIONS

September 2021

1. APPLICATION OF TERMS

1.1 Subject to any variation under condition 1.3, any contract (“Contract”) between DTP Group (“Company”) and a person, firm or company (Buyer) who purchases goods (“Goods”) for a price (“Purchase Price”) from the Company, shall be in accordance with these terms and conditions (“Terms and Conditions”) to the exclusion of all other terms and conditions and the Buyer is deemed to have accepted these Terms and Conditions upon placing an order (“Order”) with the Company.

1.2 The Company reserves the right to add, alter, amend or withdraw at any time without notice any of these Conditions. The current Conditions can be found on the Website and attached to the current offline catalogues.

1.3 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

1.4 A Contract will form upon acceptance of the Order by the Company.

2. QUOTATIONS

2.1 The Company’s quotations are valid for 30 days, subject to stock availability and without obligation.

2.2 Quotations are for the sole use of the addressee and are given on the basis that no Contract shall come into existence until the Company accepts the order or, failing that by means of delivery and/or invoice.

2.3 DTP Group is entitled to refuse any offer or order from the Buyer without having to give any reason.

3. DELIVERIES

3.1 Any dates specified by the Company for delivery of the Goods are intended to be an estimate only and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. If a delivery date is quoted, the Goods may be delivered by the Company or by a third party supplier in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

3.2 Goods will be delivered to the delivery address supplied by the Buyer. The Buyer is considered to have given authority to accept a delivery on its behalf to any person who accepts delivery at the delivery address.

3.3 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, damage to the Buyer's property or property of another person or body, personal injury or death to the Buyer or any other person other than that caused by the Company's negligence, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any reasonable delay entitle the Buyer to terminate or rescind the Contract.

3.4 The Buyer is obliged to take receipt of the purchased goods at the time they are made available. If the Buyer refuses to take delivery or fails to provide the information required or appropriate facilities to enable the Company to effect delivery:

a. risk in the Goods shall pass to the Buyer

b. the Goods shall be deemed to have been delivered and:

c. the Company may store the Goods until delivery. DTP Group may demand that the invoiced amount is paid as if delivery had taken place. All expenses incurred as a result of late delivery or in the event that delivery is not possible, will be charged to the Buyer.

3.5 If the Company delivers in instalments to the Buyer, then each instalment is a separate Contract. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. No cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment. If payment is not made to the Company in accordance with the terms of the Contract then the Company may withhold or cancel delivery of any other of the Buyer's Orders which have not yet been delivered.

4. PRICES

4.1

a) The Purchase price for the Goods shall be exclusive of any value added tax, which will be charged at the rate prevailing on the date of dispatch or on the date of the Company's invoice for the Goods if earlier.

b) Subject to 4 (c) the Purchase Price for the Goods is inclusive of the costs and charges of packaging, insurance and transport of the goods.

c) The Company reserves the right to charge additional carriage on specified deliveries where they may fall outside the normal delivery area or fall below a previously agreed value level.

4.2 Whilst every effort is made to minimise/absorb manufacturer price increases, occasionally external factors dictate we can't avoid them. In all instances, where a manufacturer indicates a price increase this will be backed-up in writing outlining the increase factors.

5. PAYMENTS

5.1 Unless otherwise stated, invoices must be paid within 30 calendar days of the date stated on them. No payment shall be deemed to have been received until the Company has received cleared funds. If the Buyer fails to pay the Company any sum due pursuant to the Contract:

a) the Buyer will immediately be in default.

b) the Company will be entitled to charge the Buyer interest at 3% above the current base-lending rate of the Bank of England, compounded daily, on the amount outstanding until it has been paid in full; and

(c) the Company will be entitled to sue the Buyer and or pass the debt onto a Debt Collection Agency for the money and all costs incurred by the Company in connection with the Contract

d) the Company reserves the right to report all late payments to Creditsafe.

5.1 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

6. PRIVACY

Data collected by the Company in the course of its business dealings will be retained in accordance with these Terms and Conditions and any prevailing privacy, use or data protection policy in force from time to time by the Company. For more information on the use of your personal information, please refer to our GDPR Compliance Policy.

7. WARRANTY

7.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

7.2 Subject to this clause 7, the Company warrants that on delivery, and for a period of 12 months from the date of delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

(i) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 5 days of the time when the Buyer discovers or ought to have discovered the defect; and

(ii) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business within 30 days of the delivery date at the Buyer's cost for the examination to take place there.

7.4 The Company shall not be liable for a breach of the warranty in condition 7.2 if:

(i) the Buyer makes any further use of such Goods after giving such notice;

(ii) the defect arises from wear and tear, wilful damage, negligence, abnormal working conditions or because the Buyer failed to follow the Company's or manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

(iii) the Buyer alters or repairs such Goods without the written consent of the Company;

(iv) any defect in the Goods arises from any drawing, design or specification supplied by the Buyer; (v) the total Purchase Price has not been paid by the due date for payment; or

(vi) any data corruption or other damage to or loss of computer software or hardware arises from the use of any computer media Goods supplied hereunder by the Company in conjunction with

any such software or hardware. It is the responsibility of the Buyer to ensure that it or the ultimate end-user of the Goods takes all necessary precautions (including, but without limitation, testing the Goods on up-to-date anti-virus software) when used in conjunction with any computer software or hardware.

8. LIMITATION OF LIABILITY

8.1 Subject to condition 3, condition 7 and condition 12, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these conditions;
- (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; or
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms, implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these conditions excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

8.4 Subject to condition 8.2 and condition 8.3 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Purchase Price.

9. CATALOGUES AND BROCHURES

All samples, drawings, specifications, pricing and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues, brochures, price lists or in any other document are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and any sale of Goods hereunder shall not constitute a sale by sample. The Company accept no liability for any error or omissions in such documents and cannot be liable in any circumstances for any loss or damage resulting from the Buyer's reliance on such descriptions and illustrations.

10. ASSIGNMENT

10.1 The Company may assign the Contract or any part of it to any person, firm or company.

10.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

11. FORCE MAJEURE

The Company reserves the right to cancel the Contract or suspend or delay delivery or reduce the volume of the Goods ordered by the Buyer without being liable for any loss or damage if supply of the Goods is prevented or delayed due to, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, IT system failures, civil strife, riots, adverse weather conditions, epidemic, lock-outs, fire, explosion, flood, labour disputes, accidents or any other causes or circumstances beyond the reasonable control of the Company.

12. SHORTAGES, DAMAGES, DISCREPANCIES, AND/LOSS IN TRANSIT

12.1 The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. A delivery of Goods consisting of a shortage or surplus not exceeding 10% will be considered due execution of any order and the Buyer shall accept the same subject to a pro rata increase or reduction in the Purchase Price.

12.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company and to the carrier of the non-delivery within 5 days of the date when the Goods would in the ordinary course of events have been received.

12.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

12.4 If Goods have been damaged or supplied short, then the Buyer must notify the Company in writing within 2 days of receipt of the Goods and keep those Goods in one place, separate from any other Goods, and allow the Company to inspect them if the Company wishes before it decides what action to take.

13. RETURNS

13.1 Generally, except for warranty claims, the Company will not arrange collection of Goods in circumstances other than those listed in clause 12. If the Company does, then the Company will, at its absolute discretion, levy a handling fee of 30% of the Purchase Price, with a minimum charge of £30.

13.2 All returns must be authorised in advance in writing by the Company and the Buyer should obtain a collection reference. All returns must be made within 12 days of receipt of the Goods. The Goods must be in original manufacturer's packaging, protected by an outer box and in an immediately re-saleable condition. The Company shall only be liable to credit 80% of the invoiced value of Goods returned which do not conform with the requirements of this sub-clause.

13.3 The Buyer should retain a copy of the Company's agent's/carrier's collection note.

13.4 Any request for the return of Goods under this clause shall be made by the Buyer to the relevant supplier regional distribution centre sales office (Supplier) within 2 days of delivery. The Supplier will provide the Buyer with a return note. Returns shall only be accepted if they are accompanied by the Supplier's return note.

13.5 The Supplier may, at its absolute discretion, elect to provide by post or any other means, any missing or faulty components or fixings for Goods in lieu of accepting a return.

13.6 Some goods are Non-returnable – this includes bespoke and special purchase items.

13.7 The Supplier will not supply Goods to the Buyer on an "on approval" basis. The Supplier may, in its absolute discretion, accept a return of Goods ordered by the Buyer but which are not required by the Buyer for reasons other than those set out above, but will only be required to credit 85% of the invoiced value of such Goods to the Buyer's account.

14. RETENTION OF TITLE

14.1 General: The risk in the Goods shall pass to the Buyer:

(i) in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are available for collection; or

(ii) in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongly fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods. Notwithstanding delivery of the Goods, ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Buyer on any account.

14.2 Sale of the Goods: The Buyer may resell the Goods before ownership has passed to it solely on the following conditions

(i) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

(ii) the Buyer shall account to the Company (but any warranties, conditions or representations given or made by the Buyer to any third party shall not be binding on the Company who shall be indemnified by the Buyer with respect thereto) for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

14.3 Storage: Until ownership of the Goods has passed to the Buyer, the Buyer shall: (i) hold the Goods on a fiduciary basis as the Company's bailee; and

(i) hold the Goods on a fiduciary basis as the Company's bailee; and

(ii) store the Goods separately from all other Goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property.

14.4 Insurance: Until ownership of the Goods has passed to the Buyer, the Buyer shall maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full Purchase Price against all risks with an insurance company of good repute to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

14.5 If the Buyer incorporates the Goods into other products (with the addition of his Goods or those of others) or uses such Goods as material for other products (with or without such addition) the property in those other products is upon such incorporation or use transferred to the Company and the Buyer as bailee of them and the Buyer will store the same for the Company in a proper manner without charge to the Company, in the event of such incorporation or use as is envisaged by this the Company's sub-clause the provisions of this clause 14 shall apply, mutatis mutandis, to those other products in place of the Goods.

14.6 The Buyer's right to possession of the Goods shall terminate immediately if:

(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors, or enters into liquidation except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade;

(c) the Buyer encumbers or in any way charges any of the Goods;

(d) the Buyer ceases, or threatens to cease, to carry on business; or

(e) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

14.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

14.8 The Buyer grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

14.9 Where the Company is unable to determine whether any Goods are the Goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all Goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

14.10 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 14 shall remain in effect.

15. OWN LABEL GOODS

In the case of Goods which have been produced to the specification and/or bear the name of the Buyer or the Buyer's customers as the case may be ("own label goods"), the Buyer undertakes to purchase at the Purchase Price all stocks of own label goods in finished and unfinished form which the Company holds for the purpose of fulfilling the Buyer's requirements. Without prejudice to the generality of the foregoing, on the termination of any contract between the Company and the Buyer, for the supply of own label goods, the Buyer will accept and pay the Purchase Price for all stocks of own label goods in finished and unfinished form then held by the Company.

16. TECHNICAL MANUALS & LITERATURE

All technical manuals and other literature, drawings, designs and specifications furnished to a Buyer by the Company shall remain the property of the Company and be carefully preserved by the Buyer and returned to the Company on demand. No such manual literature, drawings, design or specification shall except with the express written consent of the Company be reproduced by the Buyer in whole or in part. In default of written agreement to the contrary type may be distributed and lithographic photogravure moulds, rubbers or other work effaced immediately after the contract has been performed.

17. DISCLAIMERS AND INDEMNITY

17.1 The information contained in the Company's website is for general guidance on topics selected by Company. Such information is provided on a blind-basis, without any knowledge as to your industry, identity or specific circumstances. The application and impact of relevant laws will vary from jurisdiction to jurisdiction. There may also be delays, omissions, or inaccuracies in information contained in the Company's website. The information on the Company's website is

provided with the understanding that Company and various authors and publishers providing such information are not engaged in, and that providing such information does not constitute the rendering of legal or other professional advice or services. As such, information on the Company's website should not be relied upon or used as a substitute for direct consultation with professional advisers.

17.2 The Company's website may contain facts, views, opinions, statements, and recommendations of third-party individuals and organisations. None of them or the Company will be liable or responsible for the content including the accuracy, integrity, quality or reliability of any communication, advice, opinion, statement, or other information displayed, uploaded, or distributed through the Company's website or for any errors or violations of laws or regulations. You acknowledge that any reliance on any such communication, opinion, advice, statement, or information will be at your sole risk. The materials on the Company's website are transmitted and distributed "as is" and appear on the site without express or implied warranties, conditions, terms or representations of any kind, including, but not limited to, any implied warranty, condition, term or representation as to satisfactory quality or fitness for a particular purpose and all such warranties, conditions, terms and representations are specifically excluded. There is no warranty, condition, term or representation as to the quality, accuracy, completeness, and validity of any materials on the Company's website, and no warranty, condition, term or representation that the functions contained on the site will be uninterrupted or error-free, or that defects will be corrected.

18. SKETCHES, DESIGNS, BLOCKS, ARTWORK, PROOFS & INDUSTRIAL PROPERTY RIGHTS

18.1 At the Company's discretion, all sketches and designs or other work including authors correction on or after first proof produced or special materials purchased at the Buyer's request may be considered an order and charged for. No responsibility will be accepted for any error in proofs passed by the Company.

18.2 The Company shall be indemnified by the Buyer against any claim by a third party against the Company arising out of any Goods supplied to or work done for the Buyer including any infringement of copyright, patent trade mark or registered design.

18.3 All sketches, drawings and designs or other work originated by or on behalf of the Company and the copyright and all other intellectual property rights therein shall belong to the Company.

19. GENERAL

19.1 In the event of a conflict between these conditions and any other documents forming part of the contract then, unless agreed otherwise in writing, these Conditions will prevail.

19.2 The Company requires all suppliers, contractors and customers to acknowledge our commitment to combat modern day slavery and human trafficking and meet our ethical standards in this area. The Company reserves the right to terminate our relationship with other individuals and organisations, with immediate effect, if they breach our policy on Modern Day Slavery.

19.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

19.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

19.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

19.6 No term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

19.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

19.8 If any provision of these Terms and Conditions is found to be void or unenforceable, that provision shall be deemed to be deleted from these Terms and Conditions and the remaining provisions of these Terms and Conditions shall continue in full force and effect and the parties shall use their respective reasonable endeavors to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of these Terms and Conditions.