

Terms & Conditions

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Definitions

The Company means Elite Display. The Customer means the person or company who requests the supply of goods and/or services and who places an order for the goods and or service. Goods means the articles or service(s) requested as described in the order. Order means the order placed by the Customer for the supply of goods or services placed either through a web site order or in writing, by email, Fax or letter. Verbal orders must be confirmed in writing, sent by email, fax or letter. Account Holder means any Customer that has been granted a 30 day credit account following acceptance of a formal written application. Such applications are available on request and are subject to regular credit checking and approval processes.

Order to Supply

Any Order being placed by the Customer to the Company must be made via a web site order process, or in writing by email, fax or letter. Any Order being placed forms a binding contract between the Customer and Company and it is the obligation of both the Customer and Company to uphold these terms and conditions under which the Order is being placed and accepted. All orders received by the Company are acknowledged by email. If artwork is being submitted by the Customer, production of Orders cannot begin until artwork has been received, approved for production and acknowledged to the Customer as accepted and ready for production.

Cancellation of Order to Supply

Cancellation of any Order must be made in writing by email, fax or letter. Any such notification must be lodged with the Company within 3 days of the Order being placed and acknowledged by the Company. If acknowledgment of the Customer's cancellation is not received by the Customer then the order is not deemed to have been cancelled. Such acknowledgment will be made by email or fax. Any work done or goods supplied for the Order before cancellation is received by the Company will be deemed chargeable to the Customer. Cancellation of any Order received after the 3 day time period maybe accepted, however payment of the order will be required in full in accordance with the companies 30 day payment terms, unless otherwise agreed between the Company and the Customer.

Pause of Production

If at any point from when an order is placed and accepted the order needs to be Paused, put on hold, by the Customer, then the Customer must in the first instance telephone our production department to request the order is Paused, put on hold, and reasons given. This must then be confirmed in writing

by email or fax along with notice of a revised completion due date. A revised completion due date must be agreed with the Production Manager of the Company before a commitment to complete can be accepted and duly expected by the Customer.

Artwork and Proofing

All artwork must be accompanied by a hard copy for reference or, if sent electronically, by a PDF or JPEG file. If Colour Matching is required please refer to our Artwork Guidelines. In the absence of an accompanying proof, production of print work from artwork provided will be done 'blind' and the Company cannot be held responsible for any errors or omissions which may occur in finished printed matter.

Artwork and Proofing *continued*

If any artwork received by the Company from the Customer are found to contain files that do not comply with the Company's specifications for 'Properly Formatted Artwork' and which may result in production delay, then the Company may return the artwork and request the artwork be rewritten to comply with the Company's artwork specification requirements. The Company cannot be held responsible for any delay in completion of an order as a result of the need for revised artwork.

If possible, Artwork may be revised by the Company upon request of the Customer. Any revisions done by the Company to make such artwork files acceptable and ready for production will be chargeable to the Customer at a rate of £35.00 per hour, first hour or part thereof being charged in full; part hours thereafter being charged in 20 minute blocks on a pro rata basis. This cost is applied at the Company's discretion.

Artwork files we receive from the Customer for an order placed with the Company, will be deemed to be correct, free from error and ready for production.

Proof reading

It is the customer's responsibility to ensure that all artwork that is being approved is correct and has been proofread, checked and signed off before proceeding to production.

The customer will ensure that all content and specific detail such as; spelling, grammar, size, quantities etc meet their order requirements. If any amendments are required please contact us without delay where a further proof will be sent for approval. Once we have received your approval production will begin. Errors subsequently found during and after production are chargeable.

Product Selection

Unit 2b Catherinefield Industrial Estate Dumfries DG1 3PQ Tel 01387 269892 e mail sean@elitedisplay.co.uk

Responsibility for selection of products to be used in the order is that of the Customer. Where a specific product chosen is not available then the Company will substitute this with a product of equal or greater value and which serves the same purpose as the product originally selected.

Delivery

When ordering via the Companies' web site a despatch date is provided. Delivery from this date is made via TNT on a next working day service. Goods detached by this method become the responsibility of the Customer once the order had been handed over to TNT. The Company take no liability for delay, loss or damage of goods sent by this method. A Customer may make arrangements for their own carrier to collect from the Companies address if they so wish. This request must be given in writing and agreed with the Company no less than 1 whole day before due despatch date.

Goods may also be collected directly by the Customer. Goods may also be delivered and where applicable installed by the Company in accordance with the order instructions placed and agreed with the Company.

The company takes no liability for delay, loss or damage to goods or delay in providing service for reasons out with it's control.

Product Inspection

The Customer must inspect the goods on arrival. Any faults, errors or omissions must be reported to the Company in writing within 3 days.

Copyright

Any designs, plans, proofs or illustrations produced by the Company are the property of the Company and may not be copied, used or given to any third party without our prior consent.

Ownership

All goods shall remain the property of the Company until paid for in full. The Company reserves the right to uplift any goods delivered in good faith against the request of a Customer order but for which payment has not been received with the payment terms of the Company.

Payment

For non account holders Orders must be paid for in full at time of the Order being placed. This can be done via the Company's online facility which is provided through PayPal, or by BACS electronic bank payment or cheque, made payable to elitedisplay. The Company accept no liability for the loss of funds and/or delays in any Orders being processed due to errors or faults with online payment facilities used on the Companies online payment facility.

For account holders, payment terms are strictly 30 days from date of invoice. The preferred method of payment for Account Holders is by BACS or cheque. Credit and debit card payments for Account Holders cannot be accepted unless otherwise agreed with the Company. There is a 2% credit card surcharge.

Charges and Price Variation

The Company's current list prices for the supply of goods and services applies at all times unless otherwise agreed with the Customer. These may be subject to alteration without prior notice.

Warranty and Guarantees

The goods supplied will be free from defects in material and workmanship and have guarantee terms of 1 year, 5 years or lifetime from the date of delivery. The corresponding guarantee will be found next to the product image on the web site. The guarantee applies to hardware only. It does not apply to Graphics and other Printed matter.

The warranty applies under the following term. The company will be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions and failure to follow the Company's instructions, oral or written.

Any claim by the buyer based on quality or condition of goods or failure to correspond with the Specification shall be notified to the company in writing, by email fax or letter within 3 days from date of delivery, or within a reasonable time where the defect was not apparent upon reasonable inspection. If the buyer does not notify the Company accordingly the Company shall have no liability for such defect or failure and the Buyer will be bound to pay full price. Where the claim is made in time the Company shall replace or correct the part or goods and have no further liability to the Buyer.

Preliminary Work

Any work carried out, whether experimentally or otherwise, at the Customer's request will be chargeable, unless otherwise agreed with the Company. Agreement of costs incurred in this respect should be sought by the Customer prior to work commencing.

Force Majeure

The Company will be under no liability if it is unable to carry an order for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation of furtherance of a dispute, or owing to any inability to produce materials required for the Order. During the continuance of such a contingency the Customer may, by written notice to the Company, elect to terminate the contract and pay for work done and materials used.