

# Acoo Review Ltd.

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Acoo Review Ltd.  
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Glasgow  
G74 3AL

## **Thank you for your enquiry.**

We offer, subject to our Standard Conditions of Sale, which sets out the terms of the contract between us for the supply of goods and services:-

This quotation/estimate is subject to confirmation on sight of any artwork to be used in production of the product. E-mailed artwork should be suitable for PC format and in EPS, PDF, PSD, gif, jpeg, or bmp files. Acoo Review Ltd. reserve the right to terminate or revise any verbal or written offer in the event of the customer's failure to furnish artwork, or other graphic material, which Acoo Review deem suitable for the purposes of product origination and production.

## **Standard Conditions of Sale**

No order of the customer placed with Acoo Review Ltd (hereinafter called the Company) (whether in response to a quotation or not) shall be binding on the Company unless and until it is accepted by the Company in writing. The Company shall not be obliged to accept cancellation of accepted orders and may require payment of a cancellation charge before accepting any cancellation. Any contract made between the Company and the Customer (hereinafter called 'the Contract') shall incorporate and be subject to these Conditions; any other terms which the Customer shall seek to incorporate into the Contract are hereby expressly excluded. All the terms of the Contract shall be those contained expressly or by reference in the Company's acceptance of order and any representations or warranty whether written or oral made or given prior to the date of the Contract is expressly excluded.

### **Price and Payment Terms**

- a). The price of the Goods shall be as set out in the Company's price list or invoice but the Company reserves the right at its option to charge or credit to the Buyer the amount of any error or omission in the price as so set out.
- b). The Buyer agrees that the Company shall have the right at any time before delivery of the Goods to withdraw any discount and/or to revise any prices quoted if, after the company's acceptance of the order, (1) there is an increase or decrease in the company's generally accepted applicable prices for such (or similar) Goods, or (2) there is an increase or decrease in the cost to the Company of supplying the Goods whether by reason of exchange rate fluctuations, third party changes or otherwise.

### **Delivery Dates**

The Company intends to use its best endeavours to comply with any date or dates for despatch or delivery of the Goods stated in the Contract but unless the Contract expressly otherwise provides, time shall not be of the essence of the Contract and such date or dates shall constitute only statements of expectation and shall not be binding. If notwithstanding that the Company has used its best endeavours it fails to despatch or deliver the Goods by such date or dates, such failure shall not constitute a breach of the Contract and the Customer shall not be entitled to treat the Contract as thereby repudiated or to rescind it or any related Contract in whole or in part or to claim compensation for such failure.

### **Quality, Quantity and Fitness**

Unless exact quantities are specified in the Company's acceptance of order, orders shall be regarded as completed notwithstanding a deficiency or surplus in quantity of not more than 10 percent and the Company reserves the right to adjust price accordingly. The company reserves the right to make partial deliveries. Goods in each delivery or part delivery shall be considered sold under separate contract which may be invoiced separately. Neither any non-delivery, or shortages in delivery nor any claim by the Buyer in respect of any delivery or part delivery shall entitle the Buyer to reject any other Goods. Every effort is made to ensure sound material and good workmanship, but all warranties and conditions express or implied as to materials or workmanship, or the merchantability or fitness of Goods for any particular purpose, whether such purpose be known to the seller or not, are excluded. In the event of any goods proving defective however, the Seller is prepared at its sole option either: -

- a). To replace such materials free of charge, at the place of delivery and in the condition originally specified, or
- b) refund to the Buyer the contract price of such Goods, if required to do so, within a reasonable time, but not more than 12 months from the date of delivery.

Any liability is limited to such replacement or refund and does not extend to any other expenditure incurred or to any consequential damages. For this warranty to apply the Goods must:- (i). have been accepted and paid for by the Buyer and (ii). be found upon examination by the Seller to be defective, owing to faulty materials or workmanship. The Seller accepts no responsibility for fair wear and tear, incorrect or defective storage, fitting, installation or use, unauthorised reconditioning or repair, accident, neglect or cause beyond the Seller's control.

**Copyrights & Trademarks**

By submitting a design or artwork to the Company, the Buyer warrants and represents that the Buyer is the sole, legal owner or licensee of all rights, including copyright, to each copyright, trademark, service mark, trade name, logo, statement, portrait, graphic, artwork, photograph, picture or illustration of any person or any other intellectual property included in such design. Further the Buyer warrants and represents that no part of the design: (1) violates or infringes upon any common law or statutory right of any person or entity, including, but not limited to, rights relating to copyrights, trademarks, contract rights, moral rights or rights of public performance; (2) is the subject of any notice of such infringement you have received; or (3) is subject to any restriction or right of any kind or nature whatsoever which would prevent the Company from legally reproducing the images, graphics or text supplied. The Buyer agrees to defend, at their sole expense, any claim, suit, or proceeding brought against the Company which relates to, or is based upon, a claim that any portion of the design infringes or constitutes wrongful use of any copyright, trademark, or other right of any third party, provided that the Company gives the Buyer written notice of any such claim and provides you such reasonable cooperation and assistance as you may require in the defence thereof. The buyer shall pay any damages and costs assessed against the Company pursuant to such a suit or proceeding. Further, the Buyer agrees to indemnify and hold the Company harmless from and with respect to any such loss or damage (including, but not limited to, reasonable legal fees and costs) associated with any such claim, suit or proceeding. All items shown on the Company web site containing corporate logos or registered trademarks are shown only to illustrate the Company logo and print reproduction capabilities. Purchase of merchandise from the Company in no way, shape or form grants the Buyer permission to reproduce logos, nor does it transfer, grant or lease ownership of any logos or trademarks to the Buyer or any third party.

**Interest on Late Payment**

The Company shall be entitled to interest on any part of the Contract price not paid by its due date from the date of invoice until payment at the rate of 5 percent per annum above Royal Bank of Scotland plc's Base Rate prevailing from time to time during such period.

**Risk and Ownership**

Delivery of the Goods shall be made to the Buyer at the place agreed between the parties and the risk in respect of all Goods shall pass to the Buyer at the time of delivery. If no place for delivery is agreed, delivery shall take place at the seller's works immediately prior to loading for despatch to the Buyer. Ownership of the Goods will not pass to the Buyer until they have been paid for in full.

**Costs**

The Customer hereby undertakes to pay to the Company (on the basis of a full indemnity) all costs, charges and expenses incurred by the Company in collecting or attempting to collect any indebtedness of the Customer to the Company.

**Acceleration of Payments**

If the customer is insolvent or shall fail to pay any amount upon its due date then the Customer will be deemed to have repudiated all contracts and all sums owing to the company on any account shall become due and payable forthwith without any requirement for any notice to be given.

**Consequential Loss**

The Company shall not be under any liability whatsoever or howsoever arising from any loss of use or loss of profit, interruption of business or any other indirect, special or consequential losses of any type arising or alleged to have arisen out of any act or default of the Company in respect of its obligations hereunder. The Company's aggregate liability to the Buyer hereunder or otherwise arising whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered Goods which give rise to such liability as determined by the net price invoiced to the customer in respect of any occurrence or series of occurrences.

**Force Majeure**

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, the Seller shall be relieved of all liabilities incurred under the Contract wherever and to the extent of which the fulfilment of such obligation is affected, prevented, frustrated or impeded or delayed as a consequence of any such event or by statutes, rules, regulations, orders or requisitions issued by any Government Department, Council or other duly constituted Authority, including the imposition of restrictions or quotas or levies on the exportation or importation of the Goods or from strikes, lockouts, labour disputes, breakdown, natural catastrophe, fire or accident to the plant of the Seller, or a relevant supplier of the Seller, or any other cause (whether or not of a like nature) beyond the Seller's control.

**Governing Law**

The contract between the Seller and Buyer is governed by Scottish Law and the Buyer submits to the non-exclusive jurisdiction of the Scottish courts.