

Terms & Conditions

Placing an order via our Website

When you place an on-line order for the [products](#) you have put in your "shopping basket" you are offering to buy them at the price displayed and on the terms in this website. We will send you an e-mail to acknowledge your Order and your chosen delivery / collection method. We reserve the right to cancel the Order at anytime and (where applicable) refund any monies. If we do not accept your order for any reason (see below), we will tell you immediately.

We will not accept orders:

- If we do not have stock available to send to you at the time shown in this website; or
- If you cannot, or are not willing to, pay by one of the types of payment card listed in this website or if your card issuer
- Will not confirm the payment.

We have the right to choose not to accept any order.

You can only order using this website at the prices and on the terms in it.

Website Prices

All prices in this website exclude UK VAT at the current rate. The total VAT you have to pay will be shown on the 'Basket' screen and also on your confirmation email. Customers ordering from Guernsey or Jersey are exempt from VAT and will be charged and invoiced.

If we have made any mistake in the price of goods you have ordered, you or we may cancel your order at any time before we dispatch the Goods to you.

The price shown excludes delivery to UK Mainland only . The price for carriage will be shown on the 'Basket' screen and also on your confirmation email.

Website Delivery

We only delivery to the UK Mainland.

If we accept your order and your payment is cleared:

- before 2pm on a working day, we will dispatch the goods that day;
- after 2pm, we will dispatch the goods on the next working day; or
- on a day which is not a working day, we will dispatch the goods on the next working day.

The only exception to this is if we cannot do so because of circumstances outside our control (eg awaiting payment confirmation).

The goods will be delivered to you by courier parcel service. Dispatch means when we deliver the goods to the parcel carrier. Goods should normally be delivered to addresses on the UK mainland by carrier within 1 to 2 working days, depending upon your choice of delivery option. Delivery to Northern Ireland or UK islands may take longer.

Our arrangements with the courier for next day delivery are that they will deliver the goods to delivery addresses on the UK mainland
Within three working days after they are dispatched.

The courier or the will not deliver the goods unless someone at the delivery address signs to confirm that the goods have been delivered.

If you ordered your goods to be delivered by courier and the goods have not arrived by the expected time, please call us:
On Telephone 0121 377 6005

Easy-Vinyls - Terms and Conditions of sale

By ordering any goods from Easy-Vinyl(the "Seller"), the person(s), firm or company from whom an order to supply goods is received by the Seller (the "Buyer") will be deemed to accept that these Conditions take precedence over any other conditions contained on or in any letter, order form, acceptance form, receipt or the like received by the Seller in connection with the goods so ordered and that no such other conditions will form part of the contract between the Seller and the Buyer (the "Contract"), unless specifically agreed in writing. These Conditions apply to all the Seller's sales of goods, and the Buyer and Seller agree that any variation of these Conditions and any representations about

the goods shall have no effect unless expressly agreed in writing.

Where the goods and services are sold under a consumer sale (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these Conditions.

PAPER AND BOARD TRADE CUSTOMS

Except where inconsistent with these Conditions or with the express terms of any Contract between the Seller and the Buyer, Paper and Board Trade Customs for the time being in force, which are obtainable from the National Association of Paper Merchants, shall apply to all Contracts between the Seller and the Buyer.

QUOTATIONS

All quotations and tenders are given by the Seller on condition that the Seller shall not be bound until it has communicated its written acceptance of the Buyer's order, or (if earlier) the Seller delivers the goods to the Buyer.

COST VARIATION

3.1 Except where a price is stated to be "fixed" by the Seller on its written acceptance of the Buyer's order any price quoted by the Seller or comprised in the order or Contract is provisional only and the actual price to be paid by the Buyer shall be the Seller's price ruling at the date of despatch.

3.2 All prices quoted or accepted are including of Value Added Tax and the Contract price shall be such included

PAYMENT

Goods and services invoiced up to and including the last day of a calendar month shall be paid for in cash or cleared

funds not later than the last business day of the following month. The Buyer shall make all payments due without deduction, whether by way of set-off counterclaim, discount or otherwise. If terms of payment are not complied

with the Seller shall have the right to charge interest at the rate of 1.5% for every month or part of a month between

the due date of payment and final settlement. The Seller reserves the right to claim interest and fixed sum

compensation under the Late Payment of Commercial Debts (Interest) Act 1998. For Buyers who do not hold a credit account, all payments must be received and cleared prior to despatch.

BUYER'S DEFAULT AND SELLER'S REMEDIES

5.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the

Company whether under the Contract or not.

5.2 No forbearance or indulgence by the Seller whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be taken as a waiver of any of these Conditions.

5.3 If any of the events specified in sub-clause 5.4 below occurs, the Seller may (without prejudice to any other rights against the Buyer), by giving the Buyer written notice:

5.3.1 treat the unpaid purchase price of all goods and services delivered by the Seller to the Buyer as being immediately due and payable; and/or
due and payable; and/or

5.3.2 suspend delivery of any such goods and services ordered by the Buyer; and/or

5.3.2 treat any or all Contracts between the Buyer and the Seller as being repudiated and claim damages (including, without limitation, the right to sue for the price of any undelivered goods specifically manufactured for the Buyer).

5.4 The Seller's rights under Clause 5.3 will arise:

5.4.1 if the Buyer fails to pay any amount when it is due under any Contract with the Seller; or

5.4.2 if the Buyer is in breach of any Contract between the Buyer and the Seller; or

5.4.3 if 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 Act for the time being in force for the relief of insolvent debtors,

or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) 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 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

5.4.4 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or is unable to pay its debts within the meaning of section

123 of the Insolvency Act 1986 or the Buyer ceases to trade.

DELIVERY

6.1 If no time for delivery is specified in the Contract, the Buyer shall be bound to accept the goods when they are ready for delivery by the Seller. If the Buyer does not properly accept delivery, the goods will be deemed to have been delivered, risk in the goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence), and the Seller may store the goods until delivery, whereupon the Buyer will be liable for all related costs and expenses (including storage and insurance).

6.2 The risk in goods shall pass to the Buyer when the goods are delivered to the Buyer, or in accordance with his instruction.

6.3 The quantity of any consignment of goods as recorded by the Seller upon dispatch from the Seller'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. Any complaint of short delivery or of damaged goods in transit must be notified within 24 hours of receipt of goods and confirmed in writing at that time by the Buyer to the Seller and any complaint of failure to deliver goods invoiced must be so notified within 10 days of the date of the invoice. The Seller's liability for non-delivery of goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the appropriate rate.

6.4 Each delivery will constitute a separate Contract and any failure or defect in any one delivery will not vitiate the Contract as to the remaining deliveries.

6.5 Any time or date for delivery named by the Seller is an estimate only and time for delivery shall not be made of the essence by notice. The Seller shall not accept liability for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods (even if caused by the Seller's negligence).

OWNERSHIP

7.1 The Seller and the Buyer expressly agree that legal ownership of the goods shall not pass to the Buyer until the

Seller has received in full (in cash or cleared funds) all sums due to it (including any interest charged) in respect of:

7.1.1 the goods; and

7.1.2 all other sums which are or which become due to the Seller from the Buyer on any account.

7.2 Until ownership of the goods has passed to the Buyer, the Buyer must:

7.2.1 hold the goods on a fiduciary basis as the Seller's bailee;

7.2.2 store the goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;

7.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the goods;

7.2.4 maintain the goods in satisfactory condition insured on the Seller's behalf for their full price against all risks

to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller;

and

7.2.5 hold the proceeds of the insurance referred to in Condition 7.2.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

7.3 The Seller may recover the goods (excluding any goods ownership of which had already passed to the Buyer)

from the Buyer at any time and for that purpose the Buyer grants the Seller, its servants and agents an irrevocable

licence at any time to enter upon any land or buildings upon which the goods are situated in order to inspect or

recover them. If the Seller resells any of the goods so recovered, the Seller shall give the Buyer credit for any sum received by the Seller in excess of the sums due from the Buyer to the Seller.

7.4 The Buyer may dispose of the goods before ownership has passed to it in the ordinary course of its business at full market value as principal (but any warranties, conditions, or representations given or made by the Buyer to any third party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto

and may pass good title in the goods to a third party being a bona fide purchaser for value without notice of the Seller's rights.

7.5 If the Buyer incorporates the goods into other **products** (with the addition of its goods or those of others) or uses such goods as material for other **products** (with or without such additions) legal ownership of those other **products** is upon such incorporation or use and by that event transferred to the Seller and sub-clauses 7.3 and 7.4 shall apply mutatis mutandis to those other **products** in place of the goods.

WARRANTIES

8.1 The Seller warrants that the goods are of satisfactory quality and that they comply with any specific description or specification supplied by the Seller to the Buyer in writing.

specification supplied by the Seller to the Buyer in writing.

8.2 The Seller gives no warranty that the goods are suitable for any particular purpose or for use under any specific conditions, unless the Buyer has given full written details of the purpose or conditions and the Seller has expressly warranted the goods' suitability in writing. It is in all cases the responsibility of the Buyer to satisfy itself that there is no apparent defect, irregularity or unevenness in the goods, or incompatibility of the goods with any machinery which may cause damage to any part or machinery used to print on or otherwise process the goods, and the Seller gives no warranty that the goods will not cause any such damage.

8.3 If the Buyer alleges any goods fail to comply with the warranty given, it shall give written notice to the Seller within 10 days of the time when the Buyer discovers or ought to have discovered the defect. If agreed in writing in advance between the Buyer and Seller, the Buyer shall then return the goods to the Seller. After it has had a reasonable time to investigate and examine the goods, the Seller may:

8.3.1 replace the goods; or

8.3.2 accept the return of the goods and credit the Buyer with the purchase price; or

8.3.3 make the Buyer an allowance representing the difference between the value of the goods at the time of the complaint by the Buyer and the value they would have had if they had been in accordance with the Contract, providing the Buyer pays the balance not in dispute according to normal terms.

8.4 If the Seller complies with Condition 8.3, it shall have no further liability for a breach of any of the warranties in respect of the goods.

8.5 No claim can be entertained after the goods or any part thereof have been processed in any way or if the Buyer continues to use the goods after giving notice to the Seller, or if the defect arises because the Buyer failed to follow the Seller's instructions or (if there are none) good trade practice.

VALUE-ADDED CONSULTANCY

9.1 From time to time the Seller provides value-added consultancy recommending the best use of its products to meet the Buyer's needs. Such information is ancillary to the Seller's supply of goods and is given for guidance only.

9.2 The Seller gives no warranty as to the accuracy or completeness of such recommendations unless:

9.2.1 the Buyer has given full details of the purpose or conditions for which the recommendations are required; and

9.2.2 the recommendations are given (or confirmed) in writing.

9.3 If the provisions of clause 9.2 are satisfied and the Buyer alleges that any recommendations given by the Seller are incomplete or inaccurate, it shall submit a written report to the Seller within one month.

LIMITATION OF THE SELLER'S LIABILITY

10.1 Except as otherwise expressly mentioned in these Conditions, the following provisions of this Condition 10 set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

10.1.1 any breach of these Conditions; and

10.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with any Contract between the Seller and Buyer.

10.2 Except as otherwise provided in these Conditions 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.

10.3 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence (or that of its agents or employees) or for fraudulent misrepresentation.

10.4 Subject to Conditions 10.2 and 10.3 the Seller shall not be liable to the Buyer for any loss or damage

(including any loss or damage to parts or machinery caused by any defect, irregularity or unevenness in the goods

and including any inaccuracy or incompleteness of any recommendation made by the Seller on the use of its goods), whether direct, indirect or consequential (including for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused)

which arise out of or in connection with the Contract.

10.5 Subject to Conditions 10.3 and 10.4, the Seller's total liability arising from or in connection with the Contract

and in relation to anything which the Seller may have done or not done in connection with the Contract (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount

equal to 125% of the total amount paid by the Buyer under the Contract.

FORCE MAJEURE, ETC

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

GOVERNING LAW

The Law of England shall govern the validity construction and performance of any contract to which these Conditions apply, and the Buyer and Seller submit to the exclusive jurisdiction of the English courts.

GENERAL

13.1 The Buyer acknowledges that the Seller may make a [search](#) with a credit reference agency and keep a record of that [search](#) on computer or in manual records and may share that information with other businesses.

The Seller may also make enquiries about the principal directors with a credit reference agency.

13.2 The Buyer and Seller do not intend that any term of the Contract between them will be enforceable by virtue

of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.3 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.

13.4 All communications between the parties about the Contract must be in writing and delivered by hand or

sent by pre-paid first class post or sent by facsimile transmission (and not by e-mail):

13.4.1 (in the case of communications to the Seller) to its registered office or such changed address as shall be notified

to the Buyer by the Seller; or

13.4.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

13.5 Communications shall be deemed to have been received:

13.5.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays within

the UK) after posting (exclusive of the day of posting);

13.5.2 if delivered by hand, on the day of delivery;

13.5.3 if sent by facsimile transmission on a working day prior to 4.00 p.m., at the time of transmission and otherwise on the next working day.

Product information contained in this website has been carefully checked and it is believed to be accurate.

Please ensure that before placing an order, you have sampled, tried and tested the product or where you have a

particular requirement. Product information is subject to change from time to time.

Our recommendations are based on our most up to date knowledge and experience. As the [products](#) are used

outside our control, we cannot take responsibility for any damage which may be caused when using the product.

The contents of this website are not intended to and do not constitute an offer to sell or form any part of a contract of sale, nor do they constitute any representation or warranty on the part of the Company. Our standard terms and conditions of sale will apply in respect of any order placed.

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