

Terms & Conditions of Sale Wrightsons British Tags Ltd

1. This Agreement contains the terms and conditions that apply to purchases of labels/tickets/packaging ('the Goods') by Customers from by Wrightsons British Tags Ltd ('British Tags').
2. An invoice will be provided to you ("*Customer*") on all orders in the United Kingdom which will contain these very same terms and conditions.
3. On receipt of an order from Customer for the Goods as described on that invoice, Customer agrees to be bound by and accepts these terms and conditions.
4. These terms and conditions apply unless the customer has signed a separate purchase agreement with British Tags, in which case the separate agreement shall govern.
5. These terms and conditions are subject to change without prior written notice at any time, in British Tags' sole discretion. However, Customer cannot make any variation to these terms and conditions without the written consent of a Director of British Tags.
6. This Agreement and any sales thereunder shall be governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales
7. Customer agrees to pay in full for the Goods at the agreed price 30 days from the date of the Invoice.
8. British Tags reserves their right to title and property of the goods, until goods are fully paid for.
9. Subject to status, British Tags may agree to hold stock for an agreed underwritten period. At the end of that period, Customer is liable to pay for the stocks in full, unless specifically agreed otherwise with a Director of British Tags.
10. All goods supplied are subject to a quantity tolerance of +/- 10%, and shall be invoiced and paid for by customer in accordance with the quantity delivered.

11. Any claims for any discrepancy regarding quantity delivered, or regarding the quality of goods delivered, need to be made in writing within 7 working days of receipt of the goods by customer.
12. British Tags endeavours to provide the highest quality Goods and the quickest possible lead times. Where there is a clear defect with the Goods supplied, British Tags will offer to remake the Goods free of charge or to apply an agreed discount if the Goods are utilised.
13. Customer agrees that British Tags makes no warranty of any kind, express or implied, as to the Goods, including, but not limited to, merchantability, non-infringement, title or fitness for a particular purpose or use. Customer agrees that British Tags and its agents shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of British Tags, its employees, subcontractors, agents, suppliers or otherwise arising in connection with the Goods and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against Customer by any other party.
14. The extent of British Tags liability is solely to the value of the Goods supplied. British Tags does not accept any liability for costs involved in using incorrect Goods and other consequential losses.
15. Under no circumstances, including but not limited to negligence, shall British Tags, its suppliers and its third-party agents be liable to Customer for direct, indirect, incidental, consequential, special, punitive or exemplary damages even if British Tags has been advised specifically of the possibility of such damages, arising from use of the Goods, such as, but not limited to, loss of revenue or anticipated profits or lost business. In no event shall British Tags' total liability to Customer for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by Customer for the Goods.
16. British Tags does not warrant that any emails sent out by it will be free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any damage the Customer may suffer as a result of such destructive features.
17. British Tags strongly recommends, where possible, sampling of the Goods or the provision of artwork proofs prior to production. British Tags guarantees matching to approved samples. In the event that there is a failure to match British Tags undertakes to provide reasonable discounts or to remake the Goods free of charge. Where no sampling is made British Tags will endeavour to commercially match the specification given, however, this is at the risk of Customer. British Tags accepts no liability for any error not corrected by Customer when proofs are submitted.
18. British Tags shall use its best endeavours to meet lead times which are agreed. However, where delays arise especially due, but not limited, to machinery failures, British Tags will inform Customer of such delays as expeditiously as possible. British Tags accepts no liability of any consequential losses arising from such delays. However, Customer has the right to cancel the order for delay and British Tags would offer reasonable discounts where appropriate.
19. Customer's use of Brand Names in breach of the intellectual property rights of third parties is the sole responsibility of Customer. British Tags accepts no liability whatsoever in this regard.

20. Customer agrees, at its own expense, to indemnify, defend and hold harmless British Tags against any claim, suit, action or other proceeding brought against British Tags by a third party, to the extent that such claim, suit, action or other proceeding brought against British Tags is based on or arises in connection with the Goods, including, but not limited to: (i) Customer's use of the Goods; (ii) a violation of this Agreement by Customer; (iii) a claim that any use of the Goods by the Customer infringes any Intellectual Property or otherwise results in injury or damage to any third party; (vi) any misrepresentation or breach of representation or warranty made by Customer
21. All intellectual property rights in the Goods subsists in and shall remain the property of British Tags absolutely, whether as principal owners or as agents for third parties.
22. This Agreement is personal to British Tags and Customer and Customer shall not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of British Tags. British Tags reserves the right to assign or transfer its rights or obligations under this Agreement to another entity within its group.
23. Neither party shall be liable for any delay or failure to perform its obligations caused by any circumstances beyond its reasonable control including but not limited to industrial disputes.
24. Any notice to be served hereunder shall be writing and sent by recorded delivery to the address of the recipient as set out in this Agreement.
25. Notwithstanding the termination of this Agreement for whatever reason the provisions in this Agreement relating to Intellectual Property Rights, Liability and Warranty shall continue in full force and effect.
26. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force
27. This Agreement contains the entire terms and conditions agreed between Customer and British Tags.