

Funky Concepts Limited

DELIVERY NOTE

Printed promotional products

Branded workwear & clothing

Business gifts & incentives

Date 12 August 2016

Account Manager Geoff Woods

Coordinator Geoff Woods

E.Mail geoff.woods@funkyconcepts.com

Delivery Address:

Jack Foster / 01276 415747
Express Pipe Laying & Repairs Limited
Unit 313
377 - 399 London Road
Camberley
Surrey, GU15 3HL
United Kingdom

...Thanks for getting Funky!

| | |
|----------------|--------------------------|
| Your Order No. | Jack/Austin email |
|----------------|--------------------------|

| | |
|---------------|-------------------|
| Our Order No. | FUNO18899A |
|---------------|-------------------|

| | |
|--------------------------|----------------------------|
| For Attention of: | Jack Foster / 01276 |
|--------------------------|----------------------------|

| JOB ID NO. | Description | Quantity |
|------------|--|----------|
| | MUTLI POCKET A4 CONFERENCE FOLDER in Black. Quality Reach Compliant Padded PU. USB Holder & 20 Page Recycled Pad Included. (as standard) | |
| | ORINATION - Set up. | |
| | DELIVERY - To one UK mainland address | |

Special Instructions:

This delivery was received by:

| | | | | | |
|----------------------|--|------------|--|-------|--|
| Name: (Please Print) | | Signature: | | Date: | |
|----------------------|--|------------|--|-------|--|

Funky Concepts Limited: Standard Terms of Business

Placement of an order constitutes acceptance of these terms and conditions

1. **Scope:** The conditions set out below apply to all contracts for the sale and supply of goods entered into between Funky Concepts Limited and the Buyer to the exclusion of any other terms and conditions, whether or not they are endorsed upon, delivered with or referred to in any purchase order or other document, delivered or sent by the Buyer to Funky Concepts Limited. By placing an order with Funky Concepts Limited the Buyer will be deemed to agree that Funky Concepts Limited's terms and conditions apply.
2. **Prices:** All prices are ex works, excluding VAT. VAT will be charged on all orders at the prevailing rate at time of despatch. Orders are accepted at current prices but under exceptional circumstances may be subject to revision before delivery. Under such circumstances the customer will be given the option to accept the new price or cancel within 7 days of receiving notice of the new price.
3. **Settlement:** First orders are normally transacted on a pro-forma basis. Subsequent orders shall be on invoice to approved accounts (unless payment for goods previously supplied is overdue) otherwise payment shall be before dispatch or by arrangement on invoice – subject to status.
4. **Overdue accounts:** No goods will be delivered on accounts that remain unpaid 30 days after payment is due. Overdue accounts will be charged interest at 2.5% above the prevailing Barclays Bank PLC base rate per month or part thereof. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you. We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.
5. **Delivery:** Will be charged on all orders unless otherwise agreed. The delivery time quoted is from receipt of order and approval of our artwork (where applicable) and may be subject to delays beyond our control. Time shall not be of the essence and the purchaser shall not be entitled to claim compensation or damages as a result of delay in delivery. Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract. Unless otherwise stated, all products will be delivered bulk-packed.
6. **Cancellation:** All orders are processed immediately upon receipt. Cancellation may be made with written consent on terms that indemnify Funky Concepts Limited against losses. A charge may be made for cancellation.
7. **Ownership:** The ownership of any goods shall not pass to the buyer until all sums owing in respect of any have been paid.
8. **Risk:** Risk shall pass to the buyer on delivery to the address stated on the order.
9. **Loss, damage or incorrect goods:** Any loss, damage or incorrectly supplied/delivered goods must be notified to Funky Concepts Limited in writing within five working days of the delivery date. Funky Concepts Limited does not accept any liability for items lost or damaged in transit when delivered via a third party carrier.
10. **Design and specification:** Specification of items may be subject to alteration without notice. It is assumed that goods specified by the customer are sufficient and suitable for the purpose for which the goods were ordered. Funky Concepts Limited does not guarantee the suitability of the goods for any specific purpose. Where the buyer has specified that the goods be of a certain colour or size, such specifications shall be subject to reasonable commercial variation. We do our best to accurately present product colours on our site and in our brochure. However, due to the nature of the colour print process, there may be some variation in colour. If in any doubt, please contact us to request samples.
11. **Infringement:** When goods are made or adapted by the seller in accordance with the buyer's specifications, the buyer shall indemnify the seller against all costs, claims and expenses incurred by the seller in respect of the infringement by such goods of any patents, registered designs, trademarks or other such rights belonging to third parties.
12. **Materials:** Where the goods comprise or include the buyer's own materials, Funky Concepts Limited shall not be liable for any damage to such materials howsoever caused during the course of manufacturing, processing or finishing by the seller.
13. **Tools:** Tools made for the manufacture of the goods to be supplied shall remain the property of Funky Concepts Limited even though the buyer may be charged a sum in respect of such tools.
14. **Samples:** Where samples are supplied these may be charged with placement of the first order.
15. **Artwork:** To help provide a fast, efficient turnaround of your order, we will require artwork to be supplied to our specification. Please see our Artwork FAQ or contact us for advice. Artwork must be approved by the customer before printing. Where so approved, any further changes may be charged for accordingly. Funky Concepts Limited does not accept liability for errors, howsoever caused, which are evident in any proof and not indicated by the client at the proof approval stage. Clients are liable for all relevant costs incurred in correcting such mistakes once the proof has been approved.
16. **Warranty and guarantee:** Any period and terms and conditions are limited to that provided to Funky Concepts Limited by their supplier(s) for the particular goods ordered and shall be passed onto the customer. No liability will be accepted by Funky Concepts Limited for consequential loss or damage or any other expenses resulting.
17. **Export:** Orders must be accompanied by reference to a UK bank or suitable organisation prepared to accept payment responsibility upon presentation of our invoice and shipping document.
18. **Laws:** The contract shall be governed by and continued in accordance with English law and the buyer (even if resident outside the jurisdiction) shall submit to the jurisdiction of the High Court of Justice in England.
19. **Returns:** All returns must be agreed with Funky Concepts Limited in writing within 5 working days of product receipt and must be registered under its returns procedure. Funky Concepts Limited reserves the right to reject goods arriving at its premises that are not so recorded or clearly marked with the correct returns number. Returns will be subject to a handling fee.
20. **Published specifications and data:** every effort has been made to ensure the accuracy of data published by Funky Concepts Limited. However Funky Concepts Limited does not accept liability for loss, damage or injury resulting from any error or omission in its published specifications. As part of the Funky Concepts Limited policy of continuous product improvement Funky Concepts Limited reserves the right to change designs and specifications without notice. Funky Concepts Limited

therefore recommends that customers verify all published data together with future availability with each enquiry and order.

21. **Under/over supply:** For some promotional items the final delivered quantity may be within +/-10% of the ordered quantity and will be charged accordingly. Clients are advised to verify this and adjust the quantity ordered to compensate if required.
22. **Order placement:** All orders placed with Funky Concepts Limited receive an order acknowledgement confirming receipt of the order and containing details of it. On shipment of the goods a full sales invoice is issued. Title to the goods remains with Funky Concepts Limited until the payment transaction has been completed as per these Terms and Conditions.
23. **Credit card payments:** All credit card payments are taken in good faith. Fraudulent usage of this facility will be immediately reported to the relevant authorities and will be taken to have broken all contract terms. Deliveries to addresses other than the card holder's invoice address may be declined. We reserve the right to place a 2% surcharge on any account settled by Credit/Charge card.
24. **Returns and cooling-off period:** In addition to section 19 of the Funky Concepts Limited standard Terms and Conditions of Sale re returns, there is no cooling-off period for goods supplied with an imprint applied as per an artwork brief and signed artwork approval form. This is a special condition which applies as the goods cannot be returned to stock for resale.
25. **Purchase and delivery:** In addition to section 4 of the Funky Concepts Limited Sales Terms and Conditions re delivery, delays in processing orders may be beyond the control of Funky Concepts Limited. Where more than one product is ordered Funky Concepts Limited may, at their discretion, part-ship and will not make an additional delivery charge to complete the order unless previously advised on the order acknowledgement.
26. **Force majeure:** We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability to you.

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