

Forest Digital – Terms and Conditions of Business

2017

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of our products to you, usually found listed on our website:

www.forestdigital.co.uk

Please read these terms and conditions carefully before ordering any products from our website. These terms and conditions also apply to orders placed with us on the telephone, via fax, or in person.

You should understand that by ordering any of our products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference. Your decision to order with us will be taken as full and unequivocal acceptance of our terms and conditions.

Various important points to consider regarding our services

Fabric Printing

Forest Digital will always endeavor to produce printed fabrics of the highest quality but cannot be held responsible for any quality issues arising from the unsuitability of fabrics selected by the client with certain artwork design types.

Digital printing is best suited to multi patterned multi coloured designs. In large areas of block colour or white, there is both a risk of ink spots during printing, lining or 'mark back' onto the plain areas during the processing stage.

We cannot be held responsible for any faults with the artwork. It is the client's responsibility to supply print ready artwork.

Please make sure your patterns repeat correctly.

Please note that due to system and ink updates, we require files to be resampled if a three month time gap has exceeded.

If you would like this order to match previous sampling or fabric that you have had printed with us before and the designs have not changed, please do not submit the files again.

If files do need to be submitted again and have not initially been sampled, we cannot be held responsible for colour inconsistencies.

We cannot be held accountable for any product which may be deemed incorrect if details and requirements are not very clearly stated on the order form.

If artworks have not been sampled, we cannot be held responsible for their outcome over large meterage orders.

Please note that any specific requirements such as scale / measurement details, colour references, garment sampling xxx need to be raised at the point of making your order. We are not responsible for any re-printing if such requirements are not confirmed when you make your order.

Fabric

Please allow up to 20% for shrinkage, depending on the fabric.

Any irregularities and variations in the weave of the fabrics are in no way to be considered as defects. They are a characteristic of the natural fibre.

The shade of the fabric may vary from roll to roll and is a circumstance beyond our control, so please ensure you order enough fabric to meet your needs.

Quality control

On receipt of your order please examine the fabrics carefully before proceeding with any cutting or usage. Direct or indirect claims for any reason whatsoever will not be accepted once the client, or any party acting upon their instructions, has cut, or processed the fabric in any way.

Claims for any alleged defects, or shortages must be made in writing within seven days of delivery of the fabric.

Repeat Business

If you have printed with us before please be aware of the following:

Wallpaper

All production must be sampled first to ensure colours are to the correct satisfaction

Deadlines must be highlighted when you place your order, ideally before.

Forest Digital will not accept any claims (has no liability) if requested to ship to a 3rd party.

Forest Digital is not responsible for any issues that occur during the hanging process.

Scarves

All silk articles are completed with a pin hem as standard, unless agreed otherwise.

Fees apply for Artwork, Roll On and Strike Off.

A 10% surcharge is added to the total as a fault rate covering the cost of any extras that may need to be reprinted.

If the print run is 100% successful the extra units produced will be added to your order.

Cushions

XXX

Sample packs

Please see price lists for various sample packs available.

Sample packs will be dispatched immediately upon payment / proof of payment.

Payments can be made by telephone (with a 1.27% charge) or by bank transfer with proof of payment, usually screenshot of payment.

Delivery

If the delivery address changes from what has been submitted on the order form and we are not clearly informed of this change, we cannot be held responsible for your delivery.

Any particular deadlines you have must be highlighted when you place your order, ideally before.

Forest Digital will not accept any claims (has no liability) if requested to ship to a 3rd party.

Payments & Invoicing

There are 5 costs involved in digital printing.

1. Forest Digital studio time (for example opening files, formatting designs, tidying up, preparing images for print, client servicing etc.)
2. Print price
3. Fabric price
4. Post and packaging
5. VAT

Please see our latest price list for details of these costs. Listed prices exclude VAT.

1. Basic Information about Forest Digital Ltd

Our registered address is:

Unit 2, Pacemanor Business Centre, Brookside
Bellbrook Industrial Estate
Uckfield
TN22 1YA

www.forestdigital.co.uk is a website operated by Forest Digital Ltd

2. Your status

By placing an order through our website, you warrant that:

(a) You are legally capable of entering into binding contracts [and]

(b) You are at least 18 years old

(c) In purchasing from us you understand that our website is a trade website, a business to business website which sells products to businesses. Our website is not a retail website, and we do not knowingly supply to individual consumers. If you are an individual consumer and you choose to purchase from our business to business website, please note that you are agreeing in full to our terms of business as laid out herein

3. Price and payment

3.1 The price of our products will be as listed on our website; unless the price listed on our website is in error.

3.2 The prices on our website exclude VAT.

3.3 We reserve the right to cancel any orders placed with us via our website or via any other ordering method, for any reason

3.4 If we find that we have made an error, or our website has made an error, with the price of a product, or any other error relating to an order which renders the total price incorrect, you have the right to cancel the order for a full refund, but we do not have any obligation to supply products for the stated total cost if we deem the cost total to be erroneous for any reason

3.5 All products remain the property of Forest Digital until paid for in full

4. Delivery

5. Returns

5.1 Returned goods will only be accepted and refunded or replaced if we have been notified prior to the goods being returned, and if we have agreed to the return of the goods (we must be informed within 7 days if not satisfied)

5.2 Any returned Goods shall be subject to a restocking charge of up to twenty per cent (20%) at our discretion, if we deem that the reason for the return is not a fault on our part. If the reason for the return is deemed by us to be a fault on our part then we will refund the cost of the products only, without applying a restocking fee

5.3 If we are refunding for returned goods, the refund will be strictly limited to the price that was paid for the products, and shall not include any amounts paid for delivery, unless we deem it to be appropriate for any reason to also refund the delivery charge

5.4 If we are replacing returned goods, the value of the replacements shall be no more than the price paid for the returned goods, and delivery of the replacement goods will be chargeable unless we deem that we should be responsible for the cost of delivery, for goodwill or any other reason of our choosing

5.5 Refund or replacement of goods is subject to us having received the returned goods in satisfactory condition. If we do not receive the returned goods, or if we receive them in what we deem to be unsatisfactory condition, we are under no obligation to refund or replace for these goods, furthermore we are not under any obligation to arrange the return of such products to you at our cost

6. Our liability

6.1 We warrant to you that any products purchased from us are of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied

6.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the product you purchased

6.3 This does not include or limit in any way our liability for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability

6.4 We are not responsible for indirect losses even if such losses result from a deliberate breach of these Terms by us that would entitle you to terminate the contract between us, including but not limited to:

(a) Loss of income or revenue

(b) Loss of business

(d) Loss of profits or contracts

(e) Loss of anticipated savings

(f) Loss of data, or

(g) Waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable

7. Written communications

When using our website, you accept that some communication with us will be electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

8. Notices

All notices given by you to Forest Digital must be given to Forest Digital at:

scott@forestdigital.co.uk

or in writing to us at:

Forest Digital Ltd, Unit 2, Pacemanor Business Centre, Brookside, Bellbrook Industrial Estate, Uckfield, TN22 1YA

We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed (to the address provided by you), stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee (to the email address provided by you).

9. Transfer of rights and obligations

9.1 The contract between you and us is binding on you and us and on our respective successors and assigns

9.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent

9.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract

10. Events outside our control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event)

10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lockouts or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

10.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

11. Waiver

11.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations

11.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

11.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

12. Severability

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13. Entire agreement

13.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract

13.2 We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions

13.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a representation shall be for breach of contract as provided in these terms and conditions

13.4 Nothing in this clause shall limit or exclude any liability for fraud

14. Our right to vary these terms and conditions

14.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in our system's capabilities or for any other reason that we deem makes it necessary to do so

14.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the products)

15. Law and jurisdiction

Contracts for the purchase of products from ourselves, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.