



## TERMS OF TRADE

### IONA CARDS

#### TERMS AND CONDITIONS OF BUSINESS

##### 1. GENERAL

- a) All business accepted by the Company is subject to these terms and conditions which are incorporated into any agreement between the Company and the Customer to the exclusion of any conditions of business on which the Customer may seek to trade.
- b) Nothing in these conditions will affect the statutory rights of a Customer who is not buying Products in the course of their business.
- c) All the terms of the agreement between the Customer and the Company are contained in this document. No additions or variations shall have effect unless agreed in writing under the signature of a director of the Company.
- d) If any legislation or convention is compulsorily applicable to the contract these terms and conditions and any part of these terms and conditions is incompatible with such legislation or convention such part shall be overridden by the legislation or convention to that extent and no further.

##### 2. DEFINITIONS

- a) "The Company" is IONA Design Ltd, trading as IONA Cards, whose principal office is at:

IONA Cards  
Studio 4 & 5  
30-38 Dock Street  
Leeds  
LS10 1JF  
T: 0113 2449177  
F: 0113 2448177  
E: sales@ionacards.co.uk

- b) "the Customer" is the person, organization, firm or company placing an order for Products with IONA Cards.
- c) "the Products" are the goods offered for sale by the Company and ordered by the Customer.

##### 3. ORDERING & PRICE

- a) The Company may make minor alterations to the specification of its Products, which do not materially affect their overall appearance including changes to the colour of cards and/or envelopes (which for the avoidance of doubt will not be deemed to materially affect the appearance).
- b) All orders are subject to availability. No agreement is formed until acceptance of the Customer's order has been sent to the Customer by the Company.
- c) Any prices quoted by the Company are subject to the addition of delivery charges and value added tax at the prevailing rate from time to time and in respect of all orders in excess of £100 the Company reserves the right to levy an additional carriage insurance charge.

##### 4. PAYMENT

- a) Unless agreed in writing under the signature of a director of the Company payment of an invoice will be made in pounds sterling within 28 days of its date. The Company may demand pre-payment or trade references from a Customer when an order is placed.
- b) Time of payment shall be of the essence of the agreement.
- c) Interest on all sums due shall run at the rate of 8 per cent above base rate of HSBC Bank Plc from the due date until payment is received.
- d) The Customer shall pay to the Company all sums immediately when due without reduction or deferment on account of any claim counterclaim or set-off.
- e) Where a call down agreement is agreed by the Company, and Products are to be delivered by the Company and paid for by the Customer by instalments then such agreement shall be a whole agreement and the Customer shall not be entitled to cancel or vary any call down schedule or requirement. Should the Customer fail to pay for any one or more of the said instalments of Products on the due date the Company (at its sole discretion) shall be entitled:  
without notice to suspend further deliveries of the Products pending payment by the Customer;  
to treat the agreement as repudiated by the Customer and claim from the Customer for its loss of profit on the balance of the whole call down agreement then unfulfilled.

##### 5. DELIVERY & PERFORMANCE

- a) Where the Company has given an estimate of time for the delivery of Products (whether in the Company's catalogue or otherwise) the Company shall use all reasonable endeavours to comply with such time estimates. It is however specifically agreed that time shall not be of the essence and the Customer shall not be entitled for damages howsoever arising or of whatsoever nature as a result of the company's failure to deliver the Products by any specified date.
- b) The Company reserves the right not to deliver the Products and treat the agreement as having been avoided if:  
pre-payment under clause 4a) has not been received by the Company by the due date;  
due to force majeure or other circumstances beyond the control of the Company including but not limited to war, riot, industrial dispute, fire or act of God the Company cannot provide the Products and in such circumstances the Company shall have no liability to make any payments to the Customer or refund the purchase price.
- c) It is accepted that the Company shall be under no obligation to give credit, refund or replace products which are faulty or where there is an undersupply of products provided always that these do not exceed 10% of the overall quantity of product ordered.

## **6. ACCEPTANCE & RETURN**

- a) Upon delivery the Customer has 48 hours to inform the Company of any damage caused to the Products in transit. After this time the Customer will be deemed to have accepted the Products.
- b) In the event that the Customer notifies the Company of any damage caused to the Products in transit within 48 hours of delivery the Company's liability shall be limited to the replacement or repair of such Products.
- c) If the Customer wishes to return any of the Products within one month of delivery the Company may accept their return provided that the Products are still packed as supplied and are unmarked and provide the Customer with a refund of the cost of the Products less a restocking fee in the Company's discretion but which will be not less than 20% of the invoice price.

## **7. GUARANTEE**

- a) Any faults in the Product which are due to faulty design manufacture or materials or the negligence of the Company then if the fault affects in excess of 10% of the quantity of product ordered the Company will replace or repair the faulty Products free of charge (at its discretion) provided that:
  - 1.the Customer notifies the Company in writing of the alleged fault within 28 days of delivery which is agreed between the parties to be the maximum shelf life of the Products;
  - 2.the Product has been carefully stored;
  - 3.the Product has not been modified;
  - 4.the fault is not due to accidental or wilful damage while in the Customer's possession.
- c) In the event that the Customer finds a fault in the Product not covered by the circumstances outlined in clause 7a) within 28 days of delivery or if upon inspection by the Company no fault is found to exist in the Product then the Company may make a reasonable charge in respect of any request to replace such Product.

## **8. INVOICE DISPUTES**

- a) The Customer shall inform the Company within 14 days of receipt by it, of an invoice about any dispute it has in respect of that invoice. If the Customer fails to inform the Company of any dispute within 14 days of receipt of the invoice then the Customer waives its right to dispute the invoice.
- b) The undisputed amount of any invoice shall remain due and payable under the terms of the original invoice notwithstanding the existence of any dispute referred to in clause 8a) above.

## **9. TITLE & RISK**

- a) Risk in the Products supplied by the Company shall pass to the Customer upon delivery.
- b) Title in the Products supplied by the Company shall remain with the Company notwithstanding delivery to the Customer until the Customer has paid to the Company all sums due on any account whatever between the parties.
- c) By placing an order with the Company the Customer irrevocably licenses the Company and its authorised representatives to enter upon any premises occupied by the Customer for the purposes of recovering the Products in which title has not passed to the Customer.

## **10. LIABILITY**

- a) Subject to clause 1d) the Company's liability howsoever arising shall not exceed the invoice value of the Product complained of (other than claims for death or personal injury).
- b) Under no circumstances shall the Company be liable to the Customer for any loss of profit loss of market consequential loss or damage howsoever arising.

## **11. REPRESENTATIONS**

Information contained in the Company's catalogue, sales literature, drawings and other documents is approximate only and no representations contained in such document shall be incorporated as a term of an agreement between the parties unless specifically agreed in writing by the Company.

## **12. INTELLECTUAL PROPERTY**

The intellectual property including (but not exclusively) copyright and design rights in any Products or images incorporated into Products supplied by the Company or which are generated by the Company or their agents shall at all times remain with the Company and no unauthorised copying or representation of any such Products or images whether in hard copy of machine readable forms shall be authorised unless agreed in writing under the signature of a director of the Company.

## **13. NOTICES**

Any notice in writing required to be sent to the Company by the Customer shall be sent to the address for service given by the Company and shall be sent by recorded delivery.

## **14. DATA PROTECTION**

The information you provide will be held on our database and/or in our records and may be shared for monitoring and administration purposes. If, at any time, you do not wish your details to be used in this way, please write to The Company Secretary, IONA Cards, Studio 4, 30-38 Dock Street, Leeds LS10 1JF.

## **15. LAW**

This agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.