



Our Terms & Conditions

Insignia Label Solutions Ltd.

Our Terms and Conditions of Sale

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These conditions ("the conditions") supplied by "**Insignia Label Solutions Ltd**" ("the Company") to a customer ("the customer") shall be incorporated into each contract ("the contract") made by the Company for the supply of goods ("the goods") and services ("the service") by the Company. The Company contracts as aforesaid on such terms as are agreed between the Company and the customer and the terms of the conditions alone. No variation of any of the conditions shall be effective unless in writing and signed by a Director of the Company.

Our terms and conditions ("terms") apply to all our goods and service transactions and are set out below. Please read our terms carefully. Please also read our [Privacy statement](#) regarding personal information provided by you. We recommend that you print the terms out for reference in the future.

1. Definitions

In these conditions:

1.1 "Contract" means the contract for the sale and purchase of the goods and/or services.

1.2 "Customer Material" means any documents, plans, drawings, specifications, logos, details, artwork, pictures or any other records of information in any form provided by You to Us in connection with the goods.

1.3 "Delivery" means when goods arrive with you.

1.4 "Dispatch" means when goods leave us.

1.5 "In writing" means communication by letter, fax or email providing that it is in conformance with these Terms.

1.6 "Order Confirmation" means a written confirmation of Acceptance of Your order by us sent to you by email, fax or letter.

1.7 "Parties" means you and us.



1.8. "Quotation" means a formal written quotation describing the specification of the goods and/or services to be supplied by us

1.9 "Terms" are these Terms and Conditions of sale

1.10 "us" or "our" or "we" or "the Company" are Insignia Label Solutions Ltd, a Company registered in England number 7124906. Our registered office is Unit 6 Highdown House, Cecil Pashley Way, Shoreham Airport, Shoreham-by-sea, West Sussex, BN43 5PB.

Our switchboard telephone number is +44/01273 651011, our fax number is +44/0117 373 1787 and our company email is sales@insignialabels.co.uk.

1.11 "you" or "your" or "the customer" is you, the customer, the purchaser of our goods and services contracting with us.

1.12 "the goods" means printed or plain labels supplied by us.

1.13 "the service" means the production of plain or printed labels by us.

2. General Terms & Conditions

2.1 Please read these Terms carefully as these Terms tell you the rights and obligations you have and shall govern the Contract between the Parties to the entire exclusion of any other express or implied conditions including any terms or conditions which you may purport to apply under any purchase order, confirmation of order or similar document. Acceptance by us of any order is Conditional on you accepting that the contract will be governed solely by these Terms. In particular, it is agreed that any Purchase Order or similar document from you relating to our quotation is intended to accept these Terms and the Quotation, but is otherwise for your own administrative purposes only.

2.2 These Terms and the Quotation embody the entire understanding of the Parties and supersede any prior promises, representations, undertakings and understandings between the Parties and may only be modified by a variation in writing signed on behalf of us by one of Our Company Directors and no other action on the part of us (whether delivery of the goods and/or services or otherwise) shall be construed as an acceptance of any other condition.

2.3 You may have other rights granted by law including statutory rights and these Terms do not affect these.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, order confirmation or other document or information issued by us shall be subject to correction without any liability on the part of us.

2.5 Communication by telephone, verbal instruction, fax or email is legally binding providing that it is in conformance with these Terms.



3. Secrets and Intellectual Property Rights

3.1 The Parties will keep any confidential information disclosed by the other secret and will not use or take advantage of it without the other's agreement.

3.2 Intellectual Property Rights in any documents, correspondence, software or goods originating from us are and remain our property.

4. Your Obligations

4.1 You warrant that:

4.1.1 You are solely responsible for satisfying yourself as to the suitability of the goods and/or services for any particular purpose and you rely solely on your own skill and judgment and not our skill and judgment in determining such suitability.

4.1.2 The individual who is placing the order on behalf of you is authorised by your Company or Organisation to do so.

4.1.3 All Customer Material, instruction or advice submitted by you or by any third party on behalf of you in relation to the goods and/or services at any time is accurate and suitable for use;

4.1.4 You shall at your own expense:

4.1.4.1 give us any necessary Customer Material within a sufficient time to enable us to perform the Contract in accordance with these Terms and the Order Confirmation; and

4.1.4.2 retain duplicate copies of all Customer Material and insure against its accidental loss or damage;

4.1.5 ensure that the Customer Material will not be defamatory or illegal; and

4.1.6 the Customer Material will not infringe the intellectual property rights of any third party and that you have obtained all necessary consents to enable the Customer Material to be used as contemplated in the order placed.

4.2 You shall indemnify us against any loss, costs (including legal fees and VAT thereon), damages, claims, charges and expenses incurred by us as a result of:

4.2.1 any breach by you of the warranties set out in these Terms;

4.2.2 the inaccuracy of the Customer Material, instructions or advice;



4.2.3 failure to supply the same within a sufficient time to enable us to perform the contract to produce the goods and/or services in accordance with its terms;

4.2.4 any claim by a third party against us for an infringement of any intellectual property rights of any other person or organisation which results from our use of your specification or the Customer Material.

5. Prices

5.1 Unless stated otherwise in the Quotation, all our prices are ex works, exclusive of VAT and similar taxes or government levies and our charges for packaging, transport and insurance which you shall be additionally liable to pay to us.

5.2 Additional costs due because orders exported from the United Kingdom are subject to import duty or license in your own country or the country of delivery are your responsibility.

5.3 Delivery charges are deemed to be acceptable by the action of you placing an order.

5.4 Invoices paid by debit or credit card will incur a 5% processing fee which you agree is acceptable.

5.5 You shall pay us the charges stated in our quotation and any other charges which are agreed between us and you for the provision of the goods and/or services, or other reasonable charges which, at our sole discretion are required, including but without limitation as a result of:-

5.5.1 urgent projects necessitating the postponement of other work and performance of overtime work;

5.5.2 origination of artwork to be produced by us;

5.5.3 significant increase in the costs of labour, materials, exchange rates, supply, transport, or other costs of design and/or manufacture in the time period between the order being accepted and manufacture commencing;

5.5.4 any change in delivery dates requested by you;

5.5.5 any change in designs, quantities or specifications for the goods and/or services which is requested by you;

5.5.6 any delay caused by any instructions from you or your failure to give us adequate information or instructions;



5.5.7 unexpected or unforeseen complications arising from the specification of the goods;

5.5.8 the inaccuracy of any Customer Material including where the Customer Material is not of sufficient quality to enable us to produce the Goods in accordance with the Quotation; or

5.5.9 any other cause attributable to you.

6. Ordering

6.1 Any quotation or estimate given by us is given subject to these Terms and does not constitute an offer to supply you and merely serves as an invitation for you to place an order.

6.2 Quotations and specifications for the goods and/or services are provided by us in good faith based on the information provided by you to us.

6.3 No order submitted by you shall be deemed to be accepted by us until we accept your order by communicating to you an order confirmation accepting your order ("Order Confirmation") or we commence the manufacture of your goods or we place an order with any of our suppliers for materials or tooling specifically related to your order or we commence the provision of the service, whatever is the earlier. For the avoidance of doubt the commencement of preparatory work by us shall not be construed as the Contract being made or an order being accepted.

6.4 Subject to any specification issued by you and referred to in the Order Confirmation or Quotation and accepted by us, we shall be entitled to exercise control as to the method of the performance of the services or production or supply of the goods we may at our sole and absolute discretion refuse to use or reproduce any Customer Material which we deem to be offensive, inappropriate, libellous or consider may infringe the intellectual property rights or other rights of a third party.

6.5 If you discover you have made a mistake with your order you must inform us immediately. No order which has been accepted by us may be cancelled or varied in any way by you except with the agreement in writing of us and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation or variation.

6.6 If you cancel your order after it has been accepted by us, we reserve the right to deduct an administration charge of up to 35% of the total value of the



order from any refund due. This is in addition to any deductions made as a result of costs incurred by us.

7. Payment

7.1 All accounts are payable in advance and are due on the day you place the order and before the commencement of manufacture or provision of service, unless otherwise agreed by us or us offering you a credit account facility.

7.2 Unless agreed by us in writing, we may invoice you at any time after the goods are available for dispatch to you or the service has been completed.

7.3 Unless agreed by us in writing you shall pay all of our invoices without any reduction, deduction or set-off in pounds sterling(GBP).

7.4 In so far as payment of our invoices is concerned, time is of the essence.

7.5 You must not make payment in cash or in any other way to a delivery driver or any other third party outside the normal banking system who is not one of our Employees and you accept that we will not accept that any such payments discharge your liabilities to pay us in this manner.

7.6 If you have a credit account with us payment is due 30 days after the date of invoice and we may charge you interest for late payment calculated daily at 4% above Bank of England base rate both before and after judgment in accordance with the Late Payment of Commercial Debts Act (Interest) Act 1998.

7.7 Where any sum owed by you to us under this or any other contract is overdue or a winding-up petition is issued against you or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him or if at any time your credit standing has in our opinion been impaired for any other reason :

7.8 We may suspend any work and/or withhold any deliveries of goods and/or services due to be made under this Contract until arrangements as to payment or credit have been established which are satisfactory to us.

7.9 We without prejudice to other remedies shall in respect of all unpaid debts due from you have a general lien on all goods and property in our possession (whether worked upon or not) and shall be entitled on the expiration of fourteen days notice to you to dispose of such goods or property in such manner and at such price as we think fit and to apply the proceeds towards such debts.

7.10 You will indemnify us against all loss, damage, costs and expenses (including legal expenses on the indemnity basis) incurred by us in connection with your non payment of any sum due.



7.11 You will pay us by way of liquefied damages our internal costs incurred in connection with recovering any unpaid and overdue debt at the rate of £40 per hour for Directors and £20 per hour for other staff or part hour thereof plus all reasonable costs incurred by us charged to you at cost which both you and us agree is a fair and reasonable pre-estimate of the likely loss we would suffer in recovering overdue monies owed to us.

7.12 If the recovery of sums outstanding from you is passed to a solicitor or debt collection agency, you shall pay our costs in instructing the solicitor or debt collection agency and all other ancillary costs.

8. Quantity

8.1 Whilst we will endeavour to deliver the correct quantity, ordered contracts are conditional upon margins of 5 percent for work involving one process and 10 percent for work involving more than one process being allowed for over's or shortage.

8.2 We will be entitled to invoice you for the quantity of goods dispatched.

9. Dispatch and Delivery

9.1 Any dates quoted for delivery of the goods and/or services are approximate only and shall be subject to you and/or any relevant third parties acting on behalf of you performing all necessary acts and/or supplying all necessary Customer Material and facilities in due time to enable the order to be executed and the goods and/or services delivered.

9.2 We shall not be liable for any delay in delivery of the goods and/or services however caused and time for delivery shall not be of the essence of the Contract unless previously agreed by us in writing with us using the exact phrase "time is of the essence" in order documentation supplied to you prior to the order being placed.

9.3 The goods and/or services may be delivered by us in advance of the quoted delivery date.

9.4 We reserve the right to make part deliveries by delivering the goods and/or services in more than one delivery.

9.5 Without prejudice to the generality of the foregoing, the delivery date for the goods and/or services may be varied with the consent of both you and us.

9.6 If you choose not to accept any offer we may make to you to arrange for the delivery of the goods and/or services to you then unless otherwise agreed by us in writing you will arrange for the goods and/or services to be collected within



three days of us giving notice to you that the same are ready for collection and you accept that we will make an additional charge to you for longer term storage at a rate of 1% of the value of the order for every full day we store the goods and/or services for you up to a maximum of 100% of the value of the goods.

9.7 You acknowledge that it is your responsibility to check all deliveries before signing for them, and that we are entitled to treat your signature (or that of your agent) as conclusive proof that all such goods as are signed for have been delivered.

9.8 You shall be deemed to have accepted the goods upon delivery.

9.9 Where goods are exported from the United Kingdom then INCOTERMS (current edition) shall apply to the Contract where specified in our quotation or other order documentation.

10. Risk

10.1 Risk in any goods shall pass to you upon dispatch from us. For the avoidance of doubt, Risk in any goods during carriage including damage or a partial or full loss of goods in transit is yours and we advise you to insure against this Risk.

11. Title

11.1 Title to any goods comprised in each consignment shall not pass to you until you have paid us in full. However, notwithstanding dispatch and the passing of risk in the goods, title and property in the goods including full legal and beneficial ownership shall not pass to you until we have received in cash or cleared funds payment in full for the goods delivered to you.

11.2 Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this agreement and all other contracts between us and you under which the goods were delivered.

11.3 Until title passes you shall be entitled to use the goods in the normal course of your business but hold the goods as bailee for us and shall store or mark them so that they can be identified as our property and insure the goods to their replacement value naming us as the loss payee. We shall be entitled at any time before title passes to repossess all or part of the goods and to terminate the Customer's right to use or otherwise deal with the goods and for the purpose of determining what goods are held by the Customer and inspecting them to enter any premises in which the goods or any part therefore are installed, stored, or kept, or are reasonably believed to be so. Until title passes the entire proceeds of sale of the goods shall be held in trust for us and shall not be mingled with other monies or paid into any overdrawn bank account and shall be at all times



identifiable as our money. We shall be entitled to maintain an action for the price of the goods notwithstanding that title in it has not passed to you.

11.4 Where you make any prepayment, advance payment or part payment to us in advance of delivery then this payment is non refundable.

11.5 Title to all artwork, printing plates, die cutters, tooling and other origination work and materials that we use to complete your order remain our property after dispatch.

12. Our Warranties and Liability

12.1 Any advice, representation or recommendation given by us or our employees or agents to you or your employees or agents as to the specification, application or use of the goods which is not confirmed in writing for and on behalf of us by one of our Company Directors is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice, representation or recommendation which is not so confirmed by one of our Company Directors. In entering into the Contract you acknowledge that you are not relying on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

12.2 In relation to the production of the goods by us, you hereby agree and acknowledge that:

12.2.1 all goods we supply are of satisfactory quality.

12.2.2 all drawings, weights, dimensions, descriptions and illustrations contained in any sales literature, artwork approval or quotation are approximate only

12.2.3 the finished goods are a mechanical representation of the original or intended design and will not be an exact match of the relevant Customer Material;

12.2.4 We do not guarantee to match any artwork or design (which for the avoidance of doubt forms part of the Customer Material) whether supplied as an electronic file in any form or by reproducing finished goods supplied by you to us from any source; and

12.2.5 any colours and designs visualised on a computer screen may vary slightly according to the hardware and software used to design, modify or display the design, and accordingly, the goods supplied by us are mechanical representations of such visualisation.

12.2.6 We manufacture goods using flexographic, hotfoil, thermal, inkjet and digital printing techniques and we are not a lithographic printer and



consequently will not be able to supply work to the quality possible from an offset or lithographic printer.

12.2.7 You have gone to reasonable lengths to satisfy yourselves that you do not require lithographic quality printing of your goods.

12.2.8 You are satisfied with the quality of the proposed printing method used in the manufacture of the goods e.g. by inspecting samples of goods we have produced for other customers that we will supply you free of charge on request prior to placing your order.

12.2.9 We cannot attempt to colour match goods with other printed material in your possession to your satisfaction unless we are notified in advance of artwork approval and manufacture of a colour match expectation, and a hard copy of the printed image to which we are requested to match the goods is supplied in advance of artwork approval and manufacture of a colour match expectation.

12.3 We warrant that the goods will correspond with their specification at the time of dispatch and for a period of 12 months from dispatch subject to the following conditions:

12.3.1 We shall be under no liability to you for any loss, damage, costs, expenses or other claims:-

12.3.1.1 in respect of any defect in the goods arising from in any way any instructions, advice, Customer Material (including but without limitation the quality, type and other details) or other information supplied by you or by any third party on behalf of you which is incomplete, inaccurate, illegible, out of date, out of sequence or in the wrong form, or arising from their non-arrival or any other fault of you;

12.3.1.2 in respect of any defect arising from wilful damage, negligence, failure to follow our instructions (whether oral or in writing), misuse of the goods (including use at abnormally high or low temperatures, excessive exposure to daylight, application to surfaces that are not smooth, clean and dry) or alteration of the goods without our approval;

12.3.1.3 if the total price for the goods has not been paid by the due date for payment;

12.3.1.4 for materials not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us.

12.3.2 A claim by you which is based on any defect in the quality or condition of the goods or their failure to correspond with specification shall (whether or not delivery is refused by you) be notified to us within 3 days from the date of



delivery or where the defect or failure was not apparent on reasonable inspection within 3 months from the date of delivery. If you do not notify us accordingly, you shall not be entitled to reject the goods and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the goods had been delivered and performed in accordance with the Contract.

12.4 Where a valid claim in respect of any of the goods which is based on a defect in the quality or condition of the goods or their failure to meet specification is notified to us in accordance with the time limits specified in these Terms, we may at our sole discretion:

12.4.1 replace and/or modify the goods free of charge; or

12.4.2 refund you the price of the goods (or a proportionate part of the price); or

12.4.3 allow you a rebate on the amount invoiced equal to the price of the goods (or a proportionate part of the price)

12.4.4 in which case we shall have no further liability to you.

12.5 Except in respect of death or personal injury caused by our negligence, or liability for defective products and/or services under the Consumer Protection Act 1987, we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by our negligence, our employees or agents or otherwise) which arise out of or in connection with the supply of the goods and/or services (including any delay in supplying or any failure to supply the goods and/or services in accordance with the Contract or at all) or their use by you.

12.6 In any event, our liability for any breach or the aggregate liability for any series of breaches under or in connection with the contract (save in respect of death, personal injury or fraudulent misrepresentation) shall not exceed the value of the contract or the amount recovered by us from our insurers in connection with the particular breach concerned, whatever is the higher.

12.7 Subject to these Terms and the Unfair Contract Terms Act 1977 all other warranties, conditions or terms whether made expressly or implied by common law or statute relating to use, quality and/or fitness for purpose are excluded to the fullest extent legally permissible including any liability or remedy for innocent or negligent misrepresentation.



13. Termination and Consequences

13.1 Either party may end a contract by immediate Written Notice if the other is in serious breach of contract and has failed to rectify the breach within 30 days of receiving Written Notice from the other party to do so.

13.2 Upon termination for whatever reason, you shall pay us for all services provided and goods manufactured for you on a quantum meruit basis.

14. Force Majeure

14.1 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the goods and/or services, if the delay or failure was due to any cause beyond our reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond our reasonable control: an Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock outs or other industrial actions or trade disputes (whether involving our employees or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery or a failure of our suppliers or sub-contractors.

15. Law

15.1 The construction, validity, meaning and effect of any contract between you and us shall be governed by the laws of England

15.2 Both Parties agree to have any disputes resolved in an English Court with appropriate jurisdiction.

15.3 The headings of these Terms are inserted for convenience of reference only and are not intended to be part of or to affect their meaning or interpretation.

15.4 We shall be entitled to assign or sub-contract to any third party our rights and/or obligations (as the case may be) arising from any Contract. You may not assign your rights under the Contract except with our prior written consent. The Contracts (Rights of Third Parties) Act 1999 shall not apply in relation to the Contract.

15.5 A Written Notice required or permitted to be given by either party to the other under these Terms shall be in writing and sent by Royal Mail Special Delivery or other similar recorded delivery service addressed to that other party at its registered office or principal place of business or such other address as



may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed to be served 2 days following the date of posting.

15.6 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in these Terms) are not exclusive of any rights or remedies provided by law.

15.7 If any provision of these Terms is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of all the other provisions of the Contract and the remainder of the provision in question shall not be affected.