

TERMS & CONDITIONS

1. Nettle resellers – Each Nettle outlet is owned and operated by Grafenia Operations Limited a company registered in England and Wales (registered number 02728004) whose registered office is at Third Avenue, The Village, Trafford Park, Manchester M17 1FG (“Grafenia Operations”) or owned by independent third parties (each the “Nettle reseller” as the context requires) and operated under license from Grafenia Plc or one of its subsidiaries (together “Grafenia”). The particulars of ownership of each Nettle outlet can be found at the premises of each license holder.*

* *Raphael Design Limited is independently owned, Registered in England No. 4662533 and operates as a Nettle Reseller under licence from Grafenia PLC.*

2. Tax – The Nettle reseller reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

3. Proofs – Proofs of all work may be submitted for customer’s approval and the Nettle reseller shall incur no liability for any errors not corrected by the customer in proofs so submitted. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to the Nettle reseller’s discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis. The forgoing provisions relating to proofs applies to all types of proof provided to enable the customer to approve the content prior to printing taking place or digital media going live, proofs may take the form of hard copy, digital files or websites and applications viewed on-line.

4. Copyright – Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by the Nettle reseller shall vest in and belong to the Nettle reseller. The Nettle reseller may use any artwork or printing produced by itself for the purposes of promoting itself and/or Grafenia. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text, fonts and/or any other reproducible materials (“Materials”) prior to instructing the Nettle reseller to reproduce the same. The customer shall indemnify and hold Grafenia and the Nettle reseller and their agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the Materials by Grafenia or the Nettle reseller infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.

5. Company imprint – Unless otherwise specifically requested in writing any work may carry the Nettle imprint which will be positioned at the Nettle reseller’s discretion.

6. Delivery and payment – Turnaround is measured in Working Days, defined as days on which the clearing banks in the City of London are open for normal business. For orders made on a Guaranteed Turnaround service (being orders guaranteed to be ready within a certain period (the “Guaranteed Period”), delivery (as more particularly described in paragraph 6(a) below) will be made no later than 10pm on the last Working Day of the Guaranteed Period. Should the Nettle reseller fail to deliver within the Guaranteed Period (see also paragraph 7 Variations in quantity), a service “credit” will be awarded up to the value of the order in question (redeemable against future orders within 6 months of issue of the Credit in question) (the “Credit”). The customer will still be obliged to pay in full for the order in respect of which delivery was late, including any of the sums charged specifically for the provision of the Guaranteed Turnaround Service (“the Premium Charges”). Where the late delivery is as the result of the action or inaction of a third party, such as a carrier, the Nettle reseller, at their absolute discretion, may elect to extend the Turnaround by one Working Day and the customer shall not be awarded a Credit during this time. These services rely on the customer not delaying the progress of the order in any way in the event of a customer delay the customer shall not be awarded a Credit and the Nettle reseller shall not be bound to deliver within the Guaranteed Period. In addition:

(a) Delivery of printed work and other tangible items by the Nettle reseller shall be deemed to take place upon collection of the work by the customer (where the customer is obliged to collect the work) or (where the Nettle reseller is obliged to deliver the work) actual delivery of the work to the customer by the Nettle reseller. Where the customer is obliged to collect the work, customer’s failure to collect the work on the day on which the Nettle reseller is contractually obliged to have it ready for collection shall be classed as a customer delay. Where the Nettle reseller is obliged to deliver the work to the customer but the customer provides the Nettle reseller with incomplete or incorrect delivery information or is not available to accept delivery, then provided that the Nettle reseller has used reasonable endeavours to deliver the work to the customer, a failed delivery shall be classed as a customer delay. Delivery of digital work is considered to occur once placed on a server for the customer’s approval and once approved the Nettle reseller shall endeavour to make the digital work live within one working day (unless requested otherwise by the customer).

(b) Unless otherwise specified the price quoted is for collection of the work from the Nettle reseller, a charge may be made to cover any extra costs involved for delivery to a different address.

(c) Should work be suspended at the request of, or delayed through any default of the customer, for a period of 30 days or more the Nettle reseller shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

(d) Risk of loss of or damage to work completed by the Nettle reseller shall pass to the customer on delivery. Notwithstanding delivery and the passing of risk in the work to the customer, ownership of and title to the work shall not pass to the customer and shall be retained by the Nettle reseller until the Nettle reseller has received payment in full in respect of the work.

(e) In the unlikely event that the Nettle reseller deems it necessary to re-print work, the Guaranteed Period shall recommence from the time of the Nettle reseller’s confirmation to the customer of its agreement to re-print the work.

7. Variations in quantity – Every endeavour will be made to deliver the correct quantity ordered. However some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations are immaterial and acceptable up to 4% and that the Nettle reseller shall have no liability in respect of such variations. For shortages greater than 4% and less than 25% the Nettle reseller’s entire liability will be to award a Credit of $x - 4\%$ pro rata to the value of the order where $x =$ the shortage e.g. a shortage of 15% will receive credit of 11% of the value of the order. The Customer’s sole remedy in respect of shortages above 25% (“Additional Shortages”) will be a re-print of the entire shortage quantity of the relevant work, to be undertaken by the Nettle reseller within a reasonable period of time. The Customer shall not be entitled to a Credit in respect of an Additional Shortage.

8. Claims – Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Nettl reseller within three clear days of delivery (or, in the case of non-delivery within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Nettl reseller within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the Nettl reseller within 28 days of delivery. The Nettl reseller shall not be liable in respect of any claim unless the aforementioned requirements have been complied with. Digital work will consist of those elements detailed on the project proposal and the Nettl reseller shall be under no obligation whatsoever to provide anything more (including any extra functionality) howsoever in respect of the digital work (including any network access) other than that detailed in the project proposal. Any claim that the elements detailed in the project proposal have not been provided must be made in writing to the printing.com reseller within 28 days of delivery. The Nettl reseller shall not be liable in respect of any claim if the claim in question is notified outside the aforementioned timescale.
9. Liability – The Nettl reseller gives no warranties or guarantees or makes any representations as to the merchantability or fitness for a particular purpose of any completed work the subject of a customer's order and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions are hereby excluded. The Nettl reseller shall not be liable for any loss arising from delay in transit not caused by the Nettl reseller. Further, the Nettl reseller shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill or loss of anticipated savings or loss of data including any stored on or accessible through any digital work. The total aggregate liability of the Nettl reseller in respect of any and all causes of action arising out of or in connection with the customer's order and the Nettl reseller's performance of services pursuant to such order (whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise) shall (subject to the provisions of paragraph 8) be limited to the sums paid to the Nettl reseller by the customer in respect of the order pursuant to which liability has arisen. Nothing in these terms and conditions shall be construed so as to limit or exclude liability which cannot, pursuant to English Law, be excluded or limited including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.
10. Customer's property – (a) The customer's property and all property supplied to the Nettl reseller by or on behalf of the customer shall while it is in the possession of the Nettl reseller be deemed to be at customer's risk. Whilst the Nettl reseller takes all reasonable care of such property in the event of its loss by the Nettl reseller it shall be deemed to have a value of £5 or less.
11. Credit terms and payment – For invoices not settled within the agreed credit terms or for payments returned unpaid (such as cheques, credit cards or similar), the Nettl reseller reserves the right to (a) charge interest on the overdue debt at the statutory rate from time to time in force and an administration fee to cover its debt recovery costs and any other costs relating to the collection of payment and (b) suspend work for the customer and remove / take down digital work completed to that point until payment has been received.
12. Insolvency – If the customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against it, the Nettl reseller without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to the Nettl reseller, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in the Nettl reseller's possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as the Nettl reseller thinks fit and to apply the proceeds towards such debts.
13. Illegal matter – (a) The Nettl reseller shall not be required to print any matter, nor enable any matter to be accessible on a Nettl application, which in its opinion is or may be of an illegal, libellous, immoral, blasphemous, morally offensive, politically extreme, obscene or fraudulent nature or an infringement of the intellectual property or other rights of any third party ("Offending Matter"). (b) The customer shall indemnify and hold Grafenia and the Nettl reseller harmless against all claims, demands, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of the work it is required to produce pursuant to a customer order being or alleged to be Offending Matter.
14. Full colour printing – All reasonable efforts shall be made to obtain the best possible colour reproduction on customer's work but variation is inherent in the print process and it is understood and accepted as reasonable that, the Nettl reseller shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by Nettl reseller or other party) or any other materials supplied by the customer and the printed article the subject of the customer's order.
15. Data Protection – By placing an order with the Nettl reseller, the customer consents to its details being passed on to Grafenia for accounting and marketing purposes. The details will be kept by Grafenia even after the customer's trading relationship with the Nettl reseller has terminated. Grafenia and the Nettl reseller may use the customer's personal data to let customers know about goods and services similar to the goods or services provided to the customer previously and any others matters that Grafenia or the Nettl reseller consider may be of interest to customers.
16. Force majeure – The Nettl reseller shall be under no liability (and shall not be obliged to refund all or part of any fees paid by the customer) if it shall be unable to perform any obligation which is owed by it to the customer for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to the Nettl reseller elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
17. Variation to Terms and Conditions – These terms and conditions may be amended from time to time by the Nettl reseller (but not for the avoidance of doubt by any customers). The latest version of these terms and conditions may be accessed via the Website.
18. Digital work including websites, website services and mobile applications –
- (a) Agreed projects will be set out in written project proposals that include (i) a payment schedule for the work and (ii) a specification, milestones and approximate delivery dates. Digital work is not provided on a Guaranteed Turnaround basis and the Nettl Reseller may adjust delivery dates for milestones and will keep the customer appraised of progress and any delays due to technical obstacles and / or resourcing limitations, any extension to delivery dates will not entitle the customer to a refund of payments already made.
- (b) Any amendments to the specification set out in project proposals could result in additional costs to the customer, the Nettl reseller will raise and discuss any additional costs and agree such terms with the customer before carrying out work on modifications to the specification.
- (c) The Nettl reseller will notify the customer when a milestone has been completed and / or raise an invoice as set out in the project proposal payment of which shall be acceptance and sign-off on work completed at that point.

(d) The Nettl Reseller will endeavour to ensure that web pages work in current and recent versions of preminent web browsers (such as Firefox, Chrome, Explorer and Safari) at the time of undertaking the project. The customer acknowledges that technology is fast moving and the Nettl Reseller cannot give absolute assurance as to how web pages will look and work on any given browser or device released from time to time.

(e) The customer acknowledges and agrees that any code, software, content, graphics, visuals and the look and feel of any website, mobile application or similar services ("the Nettl application") shall, as between the customer and the Nettl reseller, belong to either the Nettl reseller or Grafenia. Further, save as expressly granted under the contract with a Nettl reseller, the customer shall have no right or licence whatsoever in or to the Nettl application:

(f) The Nettl application may utilize a range of technologies including open source software and items supplied under license by third parties ("Third Party Content"). The customer acknowledges and agrees that the Nettl reseller's ability to make the Nettl application available may be dependent on the Nettl reseller having the benefit of licences in respect of such Third Party Content, which licences may be ended at any time and accordingly, if the Nettl reseller loses the benefit of such licences it will not be under any obligation to continue to make the Nettl application available. The customer further acknowledges and agrees that provisions of such licences may be deemed incorporated into these terms and conditions.

(g) The customer acknowledges and agrees that whilst the Nettl reseller will use its reasonable endeavours to ensure that the Nettl application is, otherwise than for maintenance (whether routine, planned or emergency) accessible at all times, it gives no warranty whatsoever that the Nettl application will be accessible either in whole or in part or otherwise "on line" for any period of time or that access will be uninterrupted or secure.

(h) The customer agrees that in respect of the Nettl application it will not:

(i) do any illegal act including without limitation, drug dealing, violation of national export restrictions, harassment, fraud, trafficking in obscene material, distributing viruses, trojan horses or any other similar harmful or deleterious programming routines;

(ii) do any act which either Grafenia or the Nettl reseller in question has reasonably requested the customer not to do;

(iii) do or attempt to do any act which violates any system or network security which, without limitation, shall include unauthorised access and/or probing or scanning of the system security and/or hacking;

(iv) involve itself in spamming, mail bombing, system flooding or anything similar;

(v) provide any false or misleading information to the Nettl reseller or over the Nettl application;

(vi) use the Nettl application for chat pages, contests or any other high volume activities without the express written permission of the Nettl reseller in question;

(i) The customer acknowledges and agrees that if the Nettl reseller in question and/or Grafenia reasonably considers that the Nettl application is being used for any purpose that Grafenia and/or the Nettl reseller in question reasonably considers to be in breach of any of the above provisions or otherwise, in the common sense of the word, improper, then it may without prior notice take down the Nettl application in question without incurring any liability whatsoever to the customer.

(j) The customer acknowledges and agrees that it is not envisaged that any Nettl application will exceed such bandwidth as Grafenia or the Nettl reseller acting reasonably considers appropriate (having regard to the fact that it is envisaged that only low volumes of traffic will be driven through the Nettl application), to the extent that such bandwidth is materially exceeded and/or is regularly exceeded Grafenia or the Nettl reseller may apply caps or throttling to bandwidth supplied or, without prior notice suspend or otherwise take down the Nettl application in question, without incurring any liability whatsoever to the customer.

(k) The customer acknowledges and agrees that the Nettl reseller in question will have no liability for any element of the Nettl application that was not created by it or on its behalf or which was supplied by the customer and further, the customer acknowledges and agrees that the Nettl reseller shall only be liable in respect of any inaccuracy of any element of the Nettl application that has been created by it or on its behalf if having been notified of such inaccuracy, which notification must be within 28 days of delivery, the Nettl reseller in question has, after having been supplied with everything it reasonably requests from the customer, failed to rectify the inaccuracy within seven days of being so notified and then the extent of the Nettl reseller's liability in respect of such liability shall be governed by these terms and conditions.

(l) As regards the provision of the Nettl application and any related services by the Nettl reseller, any words and phrases which have a customarily accepted meaning within the IT industry shall have that meaning unless stated otherwise.

19. Severability – If any provision of these terms and conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

20. Invalidity of other terms – Unless expressly agreed to in writing, no other terms (including those contained on any purchase order supplied by a customer) nor any representation will form part of any contract between the Nettl reseller in question and the customer and these terms and conditions will, in absence of any written agreement between the Nettl reseller and the customer stating otherwise, represent the entirety of the terms of such contract.

21. Notice – Any notice to be required to be served under any contract between the Nettl reseller in question and the customer shall be in writing and delivered personally or sent by first class prepaid post to, in the case of the Nettl reseller in question, the address of the outlet operated by the Nettl reseller in question and, in the case of the customer, to the address of the customer detailed in the order form. Any such notice shall be deemed properly served, in the case of personal delivery on delivery and in the case of posting two working days after the date of posting.

22. Law – These terms and conditions and all other express terms of the contract with customers shall be governed and construed in accordance with English law. English Courts shall have jurisdiction in relation to any matters arising in connection with any contract between the Nettl reseller and the customer into which these terms are incorporated.