

# SAXOPRINT Limited Website Terms and Conditions of Supply

## 1. SCOPE OF THE TERMS AND CONDITIONS

- 1.1. This page (together with the documents expressly referred to on it) tells you (Customer) information about us (SAXOPRINT) and the legal terms and conditions (Terms) on which SAXOPRINT supplies any of the products (Products) listed on the website <https://www.saxoprint.co.uk> (Website).
- 1.2. These Terms will apply to any contracts between SAXOPRINT and Customer for the sale of Products concluded via the Website (Contract) to the exclusion of any other terms that Customer seeks to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing (except where SAXOPRINT has given its prior written consent). For the avoidance of doubt, any replies by SAXOPRINT that reference out to any of Customer's correspondence which itself makes reference to the Customer's purchasing terms and conditions shall not have the effect of incorporating such purchasing terms and conditions.
- 1.3. To the extent there is any inconsistency between the provisions of these Terms and the provisions of any other documents issued by SAXOPRINT which are contained on the Website or otherwise made available to Customer, the provisions of these Terms shall prevail.
- 1.4. Customer should read these Terms carefully and make sure it understands them before ordering any Products from the Website. Please note that before placing an order, Customer will be asked to agree to these Terms. Customer should print a copy of these Terms for future reference.
- 1.5. SAXOPRINT may amend these Terms from time to time. Every time Customer wishes to order Products, it should check these Terms to ensure it understands the terms which will apply at that time.

## 2. INFORMATION ABOUT SAXOPRINT

- 2.1. SAXOPRINT operate the Website. SAXOPRINT Limited is a company registered in England and Wales under company number 06325849 with its registered office at 1 Bedford Row, London, WC1R 4BZ. SAXOPRINT's main trading address is Unit 4, Spartan Close, Titan Business Centre, Tachbrook Park, Warwick, CV34 6RR, United Kingdom. SAXOPRINT's VAT number is GB930648423.
- 2.2. To contact SAXOPRINT, please refer to the Contact page <https://www.saxoprint.co.uk>.

## 3. HOW THE CONTRACT IS FORMED BETWEEN SAXOPRINT AND CUSTOMER

- 3.1. SAXOPRINT's order process is set out on the Website and the Customer shall submit an order using the method set out on the Website.
- 3.2. For the steps Customer needs to take to place an order through the Website, Customer should refer to the Service & Contact page (<https://www.saxoprint.co.uk/service-help/overview>).
- 3.3. Customers will be required to register to use the Website before placing any orders. Customer is advised to read SAXOPRINT's Privacy Policy <https://www.saxoprint.co.uk/data-protection> prior to such registration.
- 3.4. SAXOPRINT's order process allows Customer to check and amend any errors before submitting an order. Customers should take the time to read and check all orders at each stage of the order process.
- 3.5. After Customer places an order, Customer will receive an order confirmation from SAXOPRINT with a summary of the order (Order Confirmation). However, this does not mean that the order has been accepted. SAXOPRINT's acceptance of the order will take place as described in condition 3.6.
- 3.6. The Contract between Customer and SAXOPRINT shall only be concluded after the Artwork (defined in condition 5.1 below) has been transmitted by Customer and SAXOPRINT has sent a separate order confirmation via e-mail (Acceptance of Order). SAXOPRINT will send the Acceptance of Order via e-mail within five days after receiving the Artwork, on which date the Contract between Customer and SAXOPRINT will be concluded.
- 3.7. The Customer confirms that the transmitted Artwork does not contain any personal data as defined by Article 4 section 1 of the GDPR. Should the Customer come to the conclusion that the conclusion of an order processing contract according to Article 28 section 3 of the General Data Protection Regulation (GDPR) is necessary, the Customer contacts SAXOPRINT in advance of the conclusion of the contract in order to conclude such a contract.
- 3.8. The application of the UN Sales Convention on the International Sale of Goods (CISG) shall not apply to the Contract.

## 4. STATUS OF CUSTOMER

- 4.1. For the purposes of these Terms, Customer shall be deemed to be purchasing as a business if it enters into the Contract, or holds itself out as entering into the Contract, in the course of a business and/or it is purchasing Products which are not of a type ordinarily supplied for private use or consumption.
- 4.2. If Customer is purchasing as a consumer:
  - 4.2.1. Customer may only purchase Products from the Website if Customer is at least 18 years old; and
  - 4.2.2. Customer has legal rights in relation to any Products that are faulty or not as described. Customer can obtain advice about their legal rights from the Citizens' Advice Bureau or Trading Standards. Nothing in these Terms will affect these legal rights.
- 4.3. If Customer is purchasing as a business:
  - 4.3.1. Customer confirms it has the authority to bind any business on whose behalf it uses the Website to purchase Products; and
  - 4.3.2. Customer acknowledges and agrees that these Terms and any document expressly referred to in them constitute the entire agreement between SAXOPRINT and Customer. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SAXOPRINT which is not set out in these Terms or any document expressly referred to in them.

## 5. CONTENT OF THE ORDER AND PROOFREQUIREMENTS

- 5.1. SAXOPRINT completes all orders solely on the basis of print data and information (Artwork) submitted by Customer. Customer must ensure it has read and understood its responsibilities contained in these Terms and which are set out in more detail on the Artwork guide <https://www.saxoprint.co.uk/service-help/artwork-instructions/attach-artwork> (Format Requirements).
- 5.2. Customer must check the Artwork carefully against the Format Requirements before submitting to SAXOPRINT. Except as otherwise set out in this condition 5, SAXOPRINT will not review any Artwork for compliance with the Format Requirements or otherwise for any typographical errors.
- 5.3. When SAXOPRINT has received the Artwork from Customer, SAXOPRINT will perform a 'Standard Artwork Check' on every order submitted by Customer. The extent to which SAXOPRINT checks the Artwork is detailed on the FAQ page (<https://www.saxoprint.co.uk/faq>).
- 5.4. Where Customer has elected for SAXOPRINT to perform a 'Superior Artwork Check' and/or a 'Proof' on the Products, SAXOPRINT shall charge a fee for such service. The extent of the check to be performed on the Artwork, and the relevant fee for such services, is set out on the FAQ page (<https://www.saxoprint.co.uk/faq>).
- 5.5. Where SAXOPRINT has produced a Proof for Customer pursuant to performing a Superior Artwork Check or Proof on the Artwork, Customer acknowledges and accepts that such Proof is merely illustrative of the final Product to be produced by SAXOPRINT and SAXOPRINT shall have no liability to Customer for slight variations in the final Product from the Proof supplied and any non-compliance with the Format Requirements
- 5.6. If, when SAXOPRINT performs either the Standard Artwork Check or Superior Artwork Check, SAXOPRINT discovers that the Artwork supplied by Customer is defective or does not comply with the Format Requirements, SAXOPRINT will notify Customer and request Customer either provides corrected Artwork or permits SAXOPRINT to edit the Artwork to the extent necessary to comply with the Format Requirements before SAXOPRINT completes the order.
- 5.7. In the event that Customer notifies SAXOPRINT that it wishes to proceed with the order without correcting any defects in the Artwork or amending such Artwork so it complies with the Format Requirements, Customer does so at its own risk and SAXOPRINT shall have no liability in this respect.
- 5.8. If additional costs arise due to the inaccuracy of the Artwork, these will be borne by the Customer.
- 5.9. Where Customer has not submitted Artwork in CMYK mode in accordance with the Format Requirements, SAXOPRINT shall be entitled to convert the Artwork to ensure it complies with the Format Requirements. In these circumstances, the liability for any resulting colour deviations lies solely with the Customer. By transmitting the Artwork in any other mode than the specified CMYK mode, the Customer acknowledges and agrees that the conversion is carried out at Customer's own risk and SAXOPRINT shall not be liable for any alterations and/or changes to the Artwork arising from the conversion.
- 5.10. The Customer is advised that a creep effect may occur when folding brochures with a large number of pages because the middle sides are pushed outwards by the binding. To correct this effect, the outer sides must be trimmed down to achieve a uniform edge, meaning the middle pages will be shorted. To ensure elements close to the page edge such as page numbers, lines or other layout features are not cut off or end up too close to the edge of the page, SAXOPRINT carries out a minimal anamorphic (unproportional) scaling for the transmitted data in order to visually obtain an optimum print result for the contents. The Customer explicitly declares agreement with the adaptation of the print data and contents by SAXOPRINT with regard to scaling and cropping. Reference is made to the exclusion of liability for faulty print data as defined by the above regulations in Section 5.
- 5.11. For the avoidance of doubt, SAXOPRINT will not accept any responsibility or liability for any colour variations, irregularities or other defects whatsoever of the Products ordered by Customer which are caused as a result of Artwork not complying with the Format Requirements, including (but not limited to) graphics and images, colours and colour mode, cut, fonts and lines.
- 5.12. SAXOPRINT reserves the right to refuse any orders and/or terminate any Contracts where the transmitted Artwork contains representations and/or glorification of violence; discriminatory, insulting or libelous statements and/or representations with respect to race, sex, religion, sexual orientation or age; pornography as well as other illegal, unconstitutional or in particular criminal relevant contents or contents violating the rights of third parties.
- 5.13. After the Contract is formed, Customer shall only be entitled to make changes to the order in writing with the prior written agreement of SAXOPRINT provided Customer remains liable for any additional costs incurred by SAXOPRINT in making such changes.
- 5.14. SAXOPRINT has committed itself to remaining neutral. Print orders with sponsoring are therefore not possible for the following topics: political, religious/ideological, racist, gender biased, pro violence or similar topics. SAXOPRINT reserves the right to change such print orders accordingly or to refuse or cancel them in accordance with Section 5.11.

## 6. RIGHTS OF REVOCATION AND EXCLUSIONS TO REVOCATION IN CONSUMER CONTRACTS

- 6.1. Right of revocation for delivery of multiple goods not manufactured according to customer specifications and delivered in multiple consignments

### Revocation policy

You have the right to revoke this contract within 14 days without giving reasons.

The revocation period shall be 14 days from the day on which you or a third party nominated by you who is not the carrier took possession of the last goods.

To exercise your right of revocation, you must inform us

SAXOPRINT Limited  
Unit 4, Spartan Close, Titan Business Centre, Tachbrook Park, Warwick, CV34 6RR, United Kingdom  
Telephone: 020 3608 0777  
e-mail: [service@saxoprint.co.uk](mailto:service@saxoprint.co.uk)

by means of a clear statement (e.g. a letter sent by post, fax or email etc.) regarding your decision to revoke this contract. You may use [the Sample Revocation Form attached](#), but this is not mandatory.

To observe the revocation period, it shall be sufficient for you to send the notification of the exercising of the right of revocation before the expiry of the revocation period.

#### **Consequences of revocation**

If you revoke this contract, we shall refund you all payments that we have received from you, including delivery costs (with the exception of the additional costs arising from the fact that you chose a type of delivery other than the reasonable standard delivery offered by us), immediately and no later than within 14 days of the date on which we received the notice of revocation of this contract. For this refund we will use the same payment method that you used for the transaction unless explicitly agreed otherwise with you. Under no circumstances will you be charged any bank charges for this repayment. We may withhold the repayment until we have received the goods back or until you have provided proof that you have sent the goods back, whichever is the earlier.

You must send back or transfer the goods immediately and, in all cases, no later than 14 days from the date on which you notify us of the revocation of this contract to SAXOPRINT Limited, Unit 4, Spartan Close, Titan Business Centre, Tachbrook Park, Warwick, CV34 6RR, United Kingdom. This deadline shall be considered met if you send the goods before the expiry of the period of 14 days. You shall bear the costs of returning the goods. You shall pay for any diminished value of the goods only if this diminished value is attributable to your handling of the goods in any way other than what is necessary to ascertain the quality, nature and functioning of these.

#### **Special note**

Your right of revocation shall expire prematurely if at your express request we start the execution of the contract before the expiry of the revocation period.

#### **End of revocation policy**

6.2. This right of revocation shall not apply for the delivery of goods that have been produced according to customer specifications.

The right of revocation shall not exist for distance sales contracts

- for the supply of goods which are not prefabricated and the production of which is determined by an individual choice or decision of the consumer or which are clearly tailored to the personal needs of the consumer.

If the printed materials are produced via the SAXOPRINT website according to customer specifications, no legal right of revocation shall exist. No contractual right of revocation is granted.

### **7. COMMUNICATION**

- 7.1. Applicable laws require that some of the information or communications SAXOPRINT send to Customer should be in permanent form and for this purpose, SAXOPRINT shall confirm such information to Customer by email, which Customer accepts is a permanent form of communication.
- 7.2. When registering to use the Website, Customer shall provide an e-mail address for communications between SAXOPRINT and Customer. Customer shall ensure such email address is valid and functioning. In particular, Customer shall ensure that the settings of the spam filter on its e-mail account allows the receipt by Customer of e-mails sent by SAXOPRINT.
- 7.3. In the case of Customers purchasing as a business:
- 7.3.1. Customer acknowledges and agrees that this e-mail address shall be stored by SAXOPRINT and used in respect of any future orders received from the Customer until revoked or modified by the Customer in writing.
- 7.3.2. any notice or communication sent by SAXOPRINT to Customer, or by Customer to SAXOPRINT will be deemed received and properly served (i) immediately when posted on the Website (ii) in the case of e-mails, 24 hours after an e-mail is sent, or (iii) in the case of letter, three days after the date of posting.

### **8. PRICE OF THE PRODUCTS AND DELIVERY CHARGES**

- 8.1. The price of the Products will be as quoted on the Website.
- 8.2. SAXOPRINT takes all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the Website. However, if SAXOPRINT discovers an error in the price of Products(s) ordered by Customer, condition 8.5 will apply.
- 8.3. Prices for the Products may change from time to time, but changes will not affect any order which SAXOPRINT has confirmed with an Order Confirmation or Acceptance of Order.
- 8.4. The price of the Products includes packaging and delivery charges.
- 8.5. The Website contains a large number of Products. It is always possible that, despite SAXOPRINT's best efforts, some of the Products on the Website may be incorrectly priced. If SAXOPRINT discover an error in the price of the Products Customer has ordered, SAXOPRINT will inform Customer of this error and SAXOPRINT will give Customer the option of continuing to purchase the Product at the correct price or cancelling the order. SAXOPRINT will not process Customer's order until it has received Customer's instructions. If SAXOPRINT is unable to contact Customer using the contact details Customer provided during the order process, SAXOPRINT will treat the order as cancelled and notify Customer in writing. If the pricing error is obvious and unmistakable and could have reasonably been recognised by Customer as a mispricing, SAXOPRINT do not have to provide the Products to Customer at the incorrect (lower) price.
- 8.6. The Customer will be charged additionally for any subsequent changes requested by the Customer, including if this request results in machine downtime or additional production costs in the event of a complete or partial cancellation (except if the cancellation is pursuant to the consumer's rights under condition 6). Additional charges are also payable if Customer requests repeated samples due to a slight deviation from the template.
- 8.7. Any Superior Artwork Check or Proof that is ordered by Customer shall be subject to an additional fee in accordance with condition 5.4 of these Terms.
- 8.8. If Customer obtains a quotation for Products from SAXOPRINT either by e-mail or through the Website, this does not constitute an offer by SAXOPRINT and shall only be valid for a period of 14 days from its date of issue. All quotations are subject to the condition that the order details underlying the quotation at the time of issue remain unchanged, and Artwork to be received from Customer is received within one week of Customer placing the order.

### **9. VAT**

- 9.1. The price of the Products automatically includes VAT (if any, which shall be at the sole discretion of SAXOPRINT) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of the order and the date of delivery, SAXOPRINT will adjust the VAT payable by Customer, unless Customer has already paid for the Products in full before the change in VAT takes effect.
- 9.2. If Customer believes that the Product it has purchased should be zero rated for VAT purposes, Customer shall notify SAXOPRINT in writing immediately following receipt of the Order Confirmation and confirm the reasons for this. SAXOPRINT will investigate such claim and if it considers (acting reasonably) that such Product should be zero rated for VAT purposes, SAXOPRINT shall reimburse Customer

for any overpayment made in respect of VAT.

- 9.3. Customers who are registered for VAT purposes must provide to SAXOPRINT a valid VAT registration number at the time of placing an order. SAXOPRINT is entitled to retain such information and apply this VAT registration number to any subsequent orders until SAXOPRINT is notified by Customer in writing that the VAT registration number is no longer valid.
- 9.4. If the foreign VAT registration number (VAT-ID) of the Customer cannot be verified with the Federal Central Tax Office, the order will be invoiced with VAT in the case of a cross-border delivery which is liable to tax on sales. The Customer bears the risk of non-validation of the foreign VAT-ID, if this is due to circumstances for which SAXOPRINT is not responsible.
- 9.5. If the Customer has an order delivered to a country in which the Customer is not registered for tax purposes and consequently has no valid VAT ID for the country of destination, SAXOPRINT will issue an invoice showing the sales tax of the country of destination.

## 10. PAYMENT

- 10.1. Customer may pay for Products at the time of placing the order using a debit card or credit card, PAYPAL or Sofort Banking, or pay by bank transfer after placing an order. Customers should note that where payment is made by bank transfer after placing an order, SAXOPRINT shall not start production of the Products until payment has been received in full. If objectively justified, in particular in case of problems in the evaluation of the creditworthiness of the Customer, SAXOPRINT is entitled to withhold the goods until SAXOPRINT has received a confirmation of the proper initiation of the payment process.
- 10.2. No other payment methods or terms shall apply unless expressly agreed with SAXOPRINT in writing.
- 10.3. SAXOPRINT shall issue a separate invoice for each Product ordered by Customer.
- 10.4. If Customer does not make any payment due to SAXOPRINT by the due date for payment, SAXOPRINT may charge interest to Customer in the following amounts:
  - 10.4.1. if Customer is purchasing as a consumer, interest may be charged on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time; or
  - 10.4.2. if Customer is purchasing as a business, interest may be charged on the overdue amount at the rate of 9% above the base lending rate of the Bank of England from time to time.
- 10.5. Interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. Customer must pay SAXOPRINT interest together with any overdue amount.
- 10.6. In the event that Customer makes a payment in error, it is the responsibility of Customer to notify SAXOPRINT and request SAXOPRINT to reimburse such sum. Subject to confirmation by SAXOPRINT that it has received such overpayment, SAXOPRINT shall reimburse the sum to Customer. Where the repayment of any such sum by SAXOPRINT is subject to an additional charge, SAXOPRINT shall be entitled to deduct the amount of any charge from the sum to be reimbursed.
- 10.7. Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding.

## 11. CREDIT ASSESSMENT

SAXOPRINT regularly checks the creditworthiness of existing customers when concluding contracts and in certain cases in which there is a justified interest.

We therefore reserve the right to transmit personal data for checking the creditworthiness of the customer to the below-mentioned credit agencies in order to obtain and process information for credit assessment and, depending on the result, to enable invoice payment method in particular.

Association of the Creditreform e. V.  
Hammfelddamm 13  
41460 Neuss, Germany

Creditreform Boniversum GmbH  
Hammfelddamm 13  
41460 Neuss, Germany

You will also find further information at <https://www.saxoprint.co.uk/data-protection>.

## 12. DELIVERY

- 12.1. Delivery times can be selected in the configuration page of the website and are individually calculated by SAXOPRINT. Delivery is free domicile and exclusively in the United Kingdom except the Channel Islands, Gibraltar, Northern Ireland and the British Overseas Territories.
- 12.2. SAXOPRINT will endeavour to deliver the Products as soon as possible after Customer's order has been accepted and SAXOPRINT has completed the production of the Products.
- 12.3. SAXOPRINT will advise the Customer of the estimated date of delivery of the Products, however Customer accepts that time is not of the essence in relation to any estimated dates given by SAXOPRINT.
- 12.4. For the avoidance of doubt, SAXOPRINT shall not commence production on the Products until it has received payment in full for the Products and it is in receipt of the final Artwork following the completion of any Standard Artwork Check, Superior Artwork Check or Proof. Payment and artwork must be submitted by 5:00 pm (2:00 pm for Overnight products) for that day to count as a workday. The delivery time is calculated starting with the acceptance of payment and artwork.
- 12.5. Delivery will be completed when SAXOPRINT delivers the Products to the address given by Customer during the order process. If Customer is purchasing as a business, delivery will be completed when SAXOPRINT delivers the Products to Customer's nominated carrier.
- 12.6. If Customer is not available at the delivery address, SAXOPRINT will leave a note that the Products have been returned to SAXOPRINT's premises and Customer must contact SAXOPRINT to rearrange delivery. In circumstances where SAXOPRINT has re-arranged delivery and Customer is not available at the delivery address on the agreed date and time to take delivery of the Products, SAXOPRINT shall be entitled (at its discretion) to charge Customer for any additional costs reasonably incurred by SAXOPRINT in attempting to re-deliver the Products.
- 12.7. The Products will be at the risk of the Customer from completion of delivery in accordance with condition 12.5. Customer shall only own the Products once SAXOPRINT has received payment in full for the Products.
- 12.8. Delivery of the Products shall be performed during normal business hours, being Monday to Friday 8am to 7pm.
- 12.9. The delivery of prospectuses takes place on disposable pallets; shipment tracking is not possible in this case.

- 12.10. SAXOPRINT may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract and SAXOPRINT shall pay the additional shipping charges relating to any subsequent instalments. Any delay in delivery or defect in an instalment shall not entitle Customer to cancel any other instalment.
- 12.11. Customer acknowledges and agrees (except in the case of a consumer) that it shall dispose of all transportation packaging unless otherwise agreed between the parties in writing. In any event, Customer shall not be entitled to return the transportation packaging except if the packaging is returned immediately after delivery of the Products and if the packaging is clean, free of debris and sorted according to the type of packaging.
- 12.12. Where Customer is purchasing as a business, Customer shall not be entitled to reject the Products if SAXOPRINT delivers up to and including 10% more or less than the quantity of Products ordered, but a pro rata adjustment shall be made to the order invoice on receipt of notice from Customer that the wrong quantity of Products was delivered. For deliveries from special paper orders less than 1,000 kg, the percentage increases to 20%, and for deliveries from special paper orders over 1,000 kg, the percentage is 15%.
- 12.13. For the avoidance of doubt, SAXOPRINT shall not be liable for any delay in delivery of the Products that is caused by an Event Outside the Control of SAXOPRINT or Customer's failure to provide SAXOPRINT with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

### **13. EVENT OUTSIDE THE CONTROL OF SAXOPRINT**

- 13.1. SAXOPRINT shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract that is caused by an Event Outside the Control of SAXOPRINT. An Event Outside the Control of SAXOPRINT is defined below in condition 13.2.
- 13.2. An Event Outside the Control of SAXOPRINT means any act or event beyond SAXOPRINT's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 13.3. If an Event Outside the Control of SAXOPRINT takes place that affects the performance of SAXOPRINT's obligations under a Contract:
- 13.3.1. SAXOPRINT will notify Customer as soon as reasonably possible; and
- 13.3.2. SAXOPRINT's obligations under a Contract will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside the Control of SAXOPRINT.
- 13.4. If the Event Outside the Control of SAXOPRINT extends beyond four weeks, Customer shall be entitled to cancel the Contract by providing written notice to SAXOPRINT. If the Customer opts to cancel, SAXOPRINT will refund the price the Customer has paid, less the charges reasonably and actually incurred by SAXOPRINT in providing the Products up to the date of the occurrence of the Event Outside the Control.

### **14. WARRANTY**

- 14.1. Where Customer's Products arrive in a damaged or defective condition, or Customer claims the Products are not as described, Customer must notify SAXOPRINT immediately and, in any event, no later than 7 days following delivery of the Products. Subject to Customer giving SAXOPRINT a reasonable opportunity of examining such Products and Customer (if asked to do so by SAXOPRINT) returning such Products to SAXOPRINT at SAXOPRINT's cost, subject to condition 14.2, SAXOPRINT will provide a full refund of the price paid by Customer including return postage and packing.
- 14.2. If Customer returns any Products to SAXOPRINT and SAXOPRINT can prove they were not damaged or defective when Customer received them, or are as described, SAXOPRINT may send them back to Customer, claiming the cost of return postage and no refund shall be due to Customer.
- 14.3. For the avoidance of doubt, SAXOPRINT shall not be liable to accept any returned Products from Customer in circumstances where the Product is based on Artwork produced by Customer which fails to comply with the Format Requirements stipulated by SAXOPRINT or where the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions.
- 14.4. The details communicated are not guaranteed characteristics but describe or characterise a specific service. Insofar as the Product can still be used for its contractually intended purpose, commercial deviations are permissible. Particularly in the case of coloured reproductions in all production processes including within products in the same order and within the same print run, small colour deviations are not defects. This also applies to colour deviations on any order previously printed with SAXOPRINT. The same applies to comparisons between other documents (e.g., digital proofs, colour proofs) and the final product. A certain orientation of the paper cannot be guaranteed. Due to production or machinery, unavoidable minor differences in cutting and folding tolerances may occur which do not entitle the customer a reprint or compensation. Material changes caused by age or environmental influences do not constitute a defect.
- 14.5. The specifications of the printing process are not binding. A certain printing process is not guaranteed and is therefore no reason for a complaint.
- 14.6. Any deliveries that are over or short (up to 10%) of the ordered amount cannot be objected due to the insignificance of the deviation. This also applies if the service option to send the order to multiple addresses is selected. The amount sent will be charged. For deliveries of customised paper products of less than 1,000 kg, the percentage increases to 20%, in all other cases, the percentage increases to 15%. Deliveries to consumers are excepted hereof.

### **15. LIABILITY**

SAXOPRINT's liability if Customer is purchasing as a consumer

- 15.1. If SAXOPRINT fails to comply with these Terms, SAXOPRINT is responsible for any loss or damage suffered by Customer that is a foreseeable result of SAXOPRINT's breach of the Terms or SAXOPRINT's negligence. Loss or damage will be foreseeable if they are an obvious consequence of SAXOPRINT's breach or if they were contemplated by Customer and SAXOPRINT at the time the Contract was entered into.
- 15.2. SAXOPRINT does not in any way exclude or limit its liability for:
- 15.2.1. death or personal injury caused by our negligence;
- 15.2.2. fraud or fraudulent misrepresentation;
- 15.2.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 15.2.4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 15.2.5. defective products under the Consumer Protection Act 1987.

SAXOPRINT's liability if Customer is purchasing as a business

- 15.3. Nothing in these Terms limit or exclude SAXOPRINT's liability for:
- 15.3.1. death or personal injury caused by our negligence;
  - 15.3.2. fraud or fraudulent misrepresentation;
  - 15.3.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 15.3.4. defective products under the Consumer Protection Act 1987.
- 15.4. Subject to condition 15.3, SAXOPRINT will under no circumstances whatever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 15.4.1. any loss of profits, sales, business, or revenue;
  - 15.4.2. loss or corruption of data, information or software;
  - 15.4.3. loss of business opportunity;
  - 15.4.4. loss of anticipated savings;
  - 15.4.5. loss of goodwill;
  - 15.4.6. loss of agreements or contracts; or
  - 15.4.7. any indirect or consequential loss.
- 15.5. Subject to condition 15.3 and condition 15.4, SAXOPRINT's total liability to any business Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products.
- 15.6. Unless the Customer notifies SAXOPRINT in writing that he intends to make a claim in respect of an event, SAXOPRINT shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 15.7. Except as expressly stated in these Terms, SAXOPRINT does not give any representation, warranty or undertaking in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, SAXOPRINT will not be responsible for ensuring that the Products are suitable for Customer's purposes.

## 16. COMMUNICATIONS BETWEEN SAXOPRINT AND CUSTOMER

- 16.1. When these Terms refer to "in writing", this will include e-mail.
- 16.2. If Customer is purchasing as a consumer:
- 16.2.1. To cancel a Contract in accordance with Customer's legal right to do so as set out in condition 6, Customer must contact SAXOPRINT in accordance with condition 6.3.
  - 16.2.2. If Customer wishes to contact SAXOPRINT in writing for any other reason, Customer can send this to SAXOPRINT by e-mail or by pre-paid post to [SAXOPRINT Limited] at [service@saxoprint.co.uk](mailto:service@saxoprint.co.uk) or SAXOPRINT Limited, Unit 4, Spartan Close, Titan Business Centre, Tachbrook Park, Warwick, CV34 6RR, United Kingdom. Customer can always contact SAXOPRINT using the Customer Services telephone line.
  - 16.2.3. If SAXOPRINT have to contact Customer or give Customer notice in writing, SAXOPRINT will do so by e-mail or by pre-paid post to the address Customer provided in the order.
- 16.3. If Customer is purchasing as a business, any notice given by Customer to SAXOPRINT, or by SAXOPRINT to Customer, 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, 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. The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

## 17. TERMINATION

- 17.1. Without limiting any of SAXOPRINT'S rights, SAXOPRINT may terminate the Contract with immediate effect by giving written to the Customer which is purchasing a business, if the Customer:
- 17.1.1. commits a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of Customer being notified in writing to do so;
  - 17.1.2. fails to pay any amount due under the Contract on the due date for payment;
  - 17.1.3. takes any step or action in connection with the Customer entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of the Customer's assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 17.1.4. suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 17.1.5. financial position deteriorates to such an extent that in SAXOPRINT'S opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 17.2. In the case of contract cancellation due to failure of the Customer to cooperate with SAXOPRINT, in particular due to non-sending of error-free artwork files after standard or superior data check and setting of a deadline or lack of print permission, SAXOPRINT is entitled to demand all costs incurred up to the cancellation from the Customer, in particular for the possibly commissioned extra service "superior data check" as well as for requested proofs. In addition, SAXOPRINT reserves the right to demand a compensation payment from the Customer. The Customer is permitted to prove that in the concrete case of SAXOPRINT, expenses or damages have not arisen or not to this extent. SAXOPRINT also remains permitted to prove in individual cases that a higher compensation is appropriate.
- 17.3. The Customer is entitled to cancel an order free of charge. This is possible as long as the production process has not yet been started on the part of SAXOPRINT (free cancellation period). The Customer can inform themselves about the status of the order and the possibility of cancelling the order free of charge at any time in their customer account. Costs for the possibly commissioned extra service "superior data check" as well as for requested proofs must also be reimbursed by the customer to the amount incurred.
- 17.4. SAXOPRINT is entitled to demand a compensation payment from the Customer if the Customer cancels the order after expiration of the free cancellation period. As soon as production starts (at the latest with the status "in process") the production process is irreversible, thus the service provided by SAXOPRINT is to be compensated to the amount of 97% of the order sum, plus any services already provided such as "superior data check" and/or proofs. The Customer is allowed to prove that in concrete cases, expenses or damages to SAXOPRINT have not arisen or not to this extent. Also SAXOPRINT remains permitted in individual cases to prove that a higher compensation is appropriate.

## 18. PERSONAL DATA

- 18.1. SAXOPRINT processes personal data in accordance with its Privacy Policy (<https://www.saxoprint.co.uk/data-protection>).
- 18.2. SAXOPRINT will use the personal information provided by Customer to:
- 18.2.1. supply the Products;
  - 18.2.2. inform about similar Products that we provide, but you may stop receiving these at any time by contacting us;
  - 18.2.3. process the payment for such Products.
- 18.3. Save as set out in condition 18.4 and 12, SAXOPRINT does not pass any personal data to any other third party.
- 18.4. SAXOPRINT uses a trusted third party to store the personal data it collects. Further details about this processing are set out in the Privacy Policy (<https://www.saxoprint.co.uk/data-protection>).

## 19. DATA PROTECTION OFFICER

If you have any questions or suggestions regarding the Privacy Policy, please contact SAXOPRINT's appointed Data Protection Officer.

e-mail: [privacy@saxoprint.com](mailto:privacy@saxoprint.com)  
Postal Address:  
SAXOPRINT GmbH  
c.o. Privacy Policy Supervisor Thomas Iberl  
Enderstrasse 92c  
01277 Dresden, Germany

## 20. ARCHIVING

SAXOPRINT shall not archive Products belonging to Customer (including in particular data and media) without prior written agreement and upon such payment terms as SAXOPRINT shall in its sole discretion determine. Customer shall be responsible for insuring such archived Products.

## 21. TRADEMARKS/COPYRIGHT

- 21.1. The customer guarantees SAXOPRINT not to place any orders which violate the applicable law of the United Kingdom or ethical values. In particular, the Customer guarantees that the Artwork provided by the Customer:
- does not infringe the rights of third parties (e.g. personal rights, copyrights, other property rights);
  - is not pornographic, immoral, offensive or in any other way offensive, see condition 5.11;
  - does not pursue any anti-constitutional, incitement to hatred or extremist aims.
- 21.2. The customer shall be fully and solely liable if the performance of its order violates the rights of third parties. Customer will indemnify SAXOPRINT against all claims of third parties, penalties, fines as well as costs incurred as a result of a breach of this condition 21.

## 22. INSTRUCTIONS FOR THE SALE OF FOOD

Food is subject to various legal regulations. The customer is responsible to comply with all legal regulations and will not hold SAXOPRINT liable for any claims regarding possible infringements.

## 23. OBLIGATORY NOTIFICATION OF THE BATTERY LAW

Old batteries should not be disposed of in the normal household rubbish. You can return used batteries without additional costs added to the shipping costs. As a Consumer, you are obligated to return old batteries. Batteries containing pollutants are labelled with a symbol of a crossed-out rubbish bin and the chemical symbol of the hazardous metal which classifies the battery as a pollutant (Cd, Hg, or Pb). "Cd" stands for cadmium. "Hg" means mercury. "Pb" stands for lead.

## 24. OTHER IMPORTANT TERMS

- 24.1. SAXOPRINT may transfer its rights and obligations under a Contract to another organisation, but this will not affect Customer's rights or SAXOPRINT's obligations under these Terms.
- 24.2. Customer may only transfer its rights or obligations under these Terms to another person if SAXOPRINT agree in writing. However, if Customer is a consumer and has purchased a Product as a gift, Customer may transfer the benefit of the warranty to the recipient of the gift without needing to ask SAXOPRINT's consent.
- 24.3. The Contract is between SAXOPRINT and Customer. No other person shall have any rights to enforce any of its terms. If Customer is a consumer, the recipient of any gift of a Product will have the benefit of SAXOPRINT's warranty, but SAXOPRINT and Customer will not need their consent to cancel or make any changes to these Terms.
- 24.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 24.5. If SAXOPRINT (i) fails to insist that Customer perform any of its obligations under these Terms, (ii) does not enforce its rights against Customer, or (iii) delays in enforcing its rights against Customer, that will not mean that SAXOPRINT has waived its rights against Customer or that Customer does not have to comply with those obligations. If SAXOPRINT does waive a default by Customer, SAXOPRINT will only do so in writing, and this will not mean that SAXOPRINT will automatically waive any later default by Customer.
- 24.6. If Customer is purchasing as a consumer, these Terms are governed by English law. This means a Contract for the purchase of Products through the Website and any dispute or claim arising out of or in connection with it will be governed by English law. Customer and SAXOPRINT both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if Customer is a resident of Scotland, Customer may also bring proceedings in Scotland.
- 24.7. If Customer is purchasing as a business, these Terms and the Contract between SAXOPRINT and Customer are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. Customer and SAXOPRINT both agree to the exclusive jurisdiction of the courts of England and Wales.

**Date of documentation: May 2021**

Customer can always check these terms on <https://www.saxoprint.co.uk/general-terms-and-conditions>, also save them as a PDF and view the file permanently offline or print it at any time.