Last Updated – 23/07/2019

 **TERMS & CONDITIONS**

1. These terms and conditions apply to all orders and supersede all previously agreed terms and conditions. Signature of acknowledgement of order by you constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding and purported terms put forward by you.

2. PAYMENT TERMS

2.1 Payment shall be made in full within 30 days of invoice date, notwithstanding that the property in the goods may have passed to the purchaser, unless special settlement terms have been agreed by us in writing. By submitting a purchase order to Just Pads, you are indicating your acceptance of Just Pads terms and conditions.

2.2 Any agreed discounts or retrospective payment agreements are offered on the strict understanding that accounts are paid by the due date. We reserve the right to cancel any such discounts to accounts which become overdue.

3. PASSING OF TITLE AND RISK

3.1 The purchaser shall be responsible for the goods being suitable in every way for the purpose for which they are intended to be used and no warranty, condition or representation is given by the sellers as to the fitness of any goods for any purpose.

3.2 All goods delivered or not, remain our property until payment is received in full.

3.3 Until such time as payment in full is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event on non-payment by you for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored and repossess and remove the same. You hereby grant us irrevocable license to enter your premises for the said purposes.

3.4 The risk in the goods shall pass to you on delivery.

4. QUOTATIONS AND CONTRACTS

4.1 Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or government regulations requiring us to increase prices by way of direct taxation, import duties, custom and excise duties or otherwise. The prices are based on today’s current costs of production and in the event of increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you.

4.2 To ensure accuracy all orders must be confirmed by fax or post or email. Telephone orders cannot be processed until written confirmation has been received. All changes to purchase orders must be confirmed in writing and are subject to all costs incurred until the date of our acknowledgement or change.

5. PRICES & QUOTATIONS

5.1 All prices are ex-warehouse and exclude VAT at the current rate.

5.2 A quotation shall only constitute an invitation to treat. All orders are subject to acceptance by the seller, the purchasers’ acceptance of delivery of said acknowledgement of orders shall be deemed to include acceptance of these general conditions.

6. DELIVERY

6.1 Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

6.2 Special rush deliveries can usually be arranged but will usually be subject to additional charges (e.g. express print charges and express delivery charges) which will be charged to you at current commercial rates.

7. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 10% plus or minus of the quantity of goods ordered and you will be charged at the contract rate for the final quantity delivered.

8. CLAIMS

8.1 Claims arising from damages, delay or partial loss in transit must be made in writing to us, to reach us within 5 days of delivery.

8.2 All claims regarding the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 days of receipt of goods or such goods shall be deemed to comply as to quality with the terms of the contract.

8.3 You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at the time of delivery.

8.4 Claims in respect of non-delivery must be made in writing and are to reach us within 4 days from the date of delivery.

9. LIABILITY

9.1 Save in so far as defects in the goods cause death, injury or damage to personal or commercial property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

9.2 We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 8.

9.3 Nothing in these terms and conditions shall affect the right of a consumer.

10. CANCELLATION CHARGES

Stock is released upon receipt of your PO and prior to artwork approval. Restocking/carriage charges will therefore apply if any cancellation follows. If you wish to approve your artwork first, please state this on your PO. Prompt approval may be required to avoid delays to your delivery date. A charge will be made on all cancelled orders, together with the charge for all work carried out up to the date of receipt of written cancellation.

11. OVERDUE ACCOUNTS

11.1 No goods will be delivered on accounts which remain unpaid 14 days after payment is due. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

11.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

12. ARTWORK AND PRINTING

12.1 On placing an order, please supply the necessary pantone colours for artwork. We will match your pantone colours as close as possible however a 100% colour match cannot be guaranteed, and the shade of the print colour may differ slightly when printed onto different surfaces. Due to the nature of metals and alloys, when engraving we cannot guarantee the colour of the engrave surface even on the same item within the same order.

12.2 The published print areas and item sizes are approximate and should be regarded as a guideline only.

13. BATTERIES

Unless indicated, batteries are not included.

14. SMALL ORDERS

 If you would like to place an order below our minimum quantity, there is a £35.00 surcharge.

15. PRODUCTS

The seller cannot guarantee that the goods will be the same as previously supplied. Samples are available on request to check for size, materials etc. We reserve the right to alter any details or design of products illustrated without notice and while every effort is made to describe goods accurately in the catalogue, website and price list no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss. The colour of products featured in our catalogue or website may differ from the actual product; we recommend that you always request a sample of the product before ordering to verify the true colour. If the purchaser places an order without inspecting the colour of a product sample the purchaser forfeits any right to reject the order on the basis of the colour difference. Product colours may alter from each production run, please inform us if you require your order to be sourced from a single production run.

16. FORCE MAJEURE

We will not be held responsible for the failure or delay in the carrying out of our obligations under the contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

17. LAW

This contract shall be governed by and construed in accordance with English law and the courts of England shall have jurisdiction to hear all disputes arising in connection with it.