

## Terms and Conditions of Sale of Northern Flags Limited

We are Northern Flags Limited trading as Faber Exposize UK and Northern Flags, a company registered in England and Wales. Our company registration number is 01969361 and our registered office is at Unit 1 Matrix Court, Middleton Grove, Leeds, West Yorkshire, LS11 5WB ("**Northern Flags**"). Detailed below are the terms and conditions (the "**Conditions**") by which we operate, these are designed to ensure you, being the person or firm who purchases goods from Northern Flags (the "**Customer**") fully understand the nature of your contract with us when you place an order. Please read through them, it is important that you understand fully how we operate and also what happens in the rare occasion that things may go wrong! If you have any questions then give us a call on 0113 205 5180 or drop us an email at info@northernflags.com and we will clarify for you.

### 1. Basis of Contract

1.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2 Orders must be placed through the online order portal or in writing by email to the sales team of Northern Flags.

1.3 Any written quotations provided by Northern Flags are valid for 7 days from its date of issue unless otherwise stated on the quotation.

1.4 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer must ensure that the terms of the Order submitted by it are complete and accurate. The Contract shall come into existence at the point that Northern Flags sends an acknowledgement to the Customer, accepting the Order and detailing anticipated production and delivery times. It is the Customer's responsibility to ensure that the delivery address and forecast delivery date meets their requirements.

1.5 Any samples, drawings, descriptive matter or advertising produced by Northern Flags and any descriptions or illustrations contained in Northern Flags' catalogues, brochures or on Northern Flags' website are produced for the sole purpose of giving an approximate idea of the Goods described in them (and any Intellectual Property Rights in the items listed above shall remain vested in Northern Flags). They shall not form part of the Contract nor have any contractual force and this is not sale by sample.

1.6 As part of the order process, artwork for any print must be supplied to the specification required for the Goods, in the case of hard substrates this must detail cutting and finishing unless this is a standard production item. Artwork must be provided in Adobe illustrator 6 or above, all text must be outlined, coated pantone references must be provided, scale 1:10. Images and heavily tinted artwork must be a minimum 400dpi and Photoshop files should be provided as Tiffs or high res JPG files. All required fonts must be outlined and provided within the artwork. An artwork check service is recommended at a charge of £30 per proof, this will automatically be included on the quote and can be removed at the Customer's prior written request, if the Customer supplies print ready artwork meeting all requirements outlined. This check service is recommended as it ensures that there has been no corruption in supplied artwork and that the finished product matches the Customer's expectation. Northern Flags only guarantees print output against a signed proof. Any changes made through the artworking proof process may incur additional costs.

1.7 No order may be cancelled by the Customer, once accepted by Northern Flags without Northern Flags written agreement. If Northern Flags agrees to cancel an Order such cancellation may be dependent on the Customer paying a proportion of the costs of the Order to cover any loss of business, stock, production costs incurred as a result of the cancellation.

### 2. Goods

2.1 The quantity and description of the Goods will be as set out on Northern Flags' website, in Northern Flags' marketing materials and/or proposals to the Customer from time to time.

2.2 Unless the Customer stipulates otherwise in writing before production of any Goods is started, Northern Flags reserves the right to use any over runs in production and images of items produced by Northern Flags as part of their own marketing. Northern Flags will add production labels and/or imprints featuring their logo and contact details to the Goods unless the Customer clearly removes permission during the proof approval process.

2.3 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Northern Flags against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Northern Flags in connection with any claim made against Northern Flags for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Northern Flags' use of the Specification. This clause 2 shall survive termination of the Contract.

2.4 Northern Flags reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements or if any such amendment would not materially affect the quality or performance of the Goods.

2.5 Northern Flags offer a number of different types of print dependent on the volume and requirements of the Order. Northern Flags shall endeavour to deliver a colour match as close as possible to the Customer's Specification but it is not guaranteed due to the colour process in digital print. In large volume screen production, the production process means that quantities can be + or – 5% and any variance is chargeable to the Customer at the originally quoted unit cost.

2.6 In flag production, the digital ink penetration of the fabric can vary dependent on colour and sublimation method and the artwork. This means that show through may not reach 100% as per screen production. Northern Flags endeavours to deliver a minimum of 75% show through in vibrancy and strength in digital production. In the majority of cases it is far higher than this but cannot be guaranteed. Where the Customer orders a double sided flag it should be noted that different interliners offer different blocking qualities, these do not guarantee a full blackout so some image interference can occur. Flags are a fabric product.

2.7 Northern Flags utilise the latest industrial grade fabrics to maximise product life but recommend that all flags are taken down in winds of Beaufort 4 or more.

2.8 Many items Northern Flags produce are hand crafted and Northern Flags reserves the right to deliver items that may be + or – 10% against the anticipated dimensions of the items. This tolerance is considered contractually acceptable under these Conditions.

2.9 Northern Flags reserves the right to substitute alternative fabrics and substrates during the production process where they provide an equivalent quality and durability. This flexibility allows Northern Flags to maintain delivery schedules and costings if stocks are unavailable. Northern Flags is part of a larger print group. The group endeavours to offer the same substrates at all facilities but there may be slight differences in substrates where Orders are produced from multiple factories at the same time.

### **3. Delivery**

3.1 Northern Flags shall use its reasonable endeavours to ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant reference numbers and the type of quality of the Goods.

3.2 Northern Flags shall deliver the Goods to the location provided by the Customer in the Order.

3.3 Any dates quoted for delivery are approximate only, and time of delivery of the Goods by Northern Flags is not of the essence.

3.4 Northern Flags shall not be liable for any delay in delivery of the Goods that is caused by:

3.4.1 a Force Majeure Event;

3.4.2 the Customer's failure to provide Northern Flags with adequate delivery instructions (including the Customer's address and business hours) or any other instructions that are relevant to the supply of the Goods; or

3.4.3 any other act or omission of the Customer, including the Customer not being available to sign for and/or accept delivery of the Goods in accordance with clause 3.6.

3.5 Where the Customer wishes to delay the delivery, Northern Flags may make appropriate additional charges for storage and logistics. Delivery is normally quoted to one address; additional charges will be payable if the Customer requires multiple deliveries. The Customer is responsible for ensuring that their selected delivery

location is open to accept the delivery and that appropriate lifting equipment is on hand where necessary to unload the delivery vehicle

3.6 As items may be dispatched from different locations Goods may arrive in instalments. The Customer will check all packaging on receipt to ensure items have not been damaged in transit and fully audit Goods prior to accepting the delivery. Delivery of the Goods shall be completed upon signature by the Customer or a representative of the Customer acknowledging receipt of the Goods at the delivery location specified in the Order. Consignment notes must say 'Contents condition unexamined' Any damage to packaging must be logged with the courier at time of delivery.

#### **4. Price and Payment**

4.1 The price of the Goods shall be as set out in the Order, subject to amendment by Northern Flags as a result of changing manufacturer and/or supplier costs. Northern Flags reserves the right to alter the price of the Goods, in which case it shall notify the Customer of the amended price at the point the Order is made or prior to despatch.

4.2 The prices of the Goods does not include delivery, design, artwork management, duties, licencing fees, express production times, surcharges or packaging unless specified within the quotation or within the online order process. These are additional costs payable by the Customer.

4.3 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from Northern Flags, pay to Northern Flags such additional amounts in respect of VAT as are chargeable on the supply of the Goods, including in respect of postage and packaging. Where the Goods are exported on behalf of the Customer any duties levied will be payable by the Customer.

4.4 All Orders will require prepayment before production can commence unless the Customer has a current, approved credit account with Northern Flags.

4.5 Where an Order is on account, the Customer shall ensure payment is made in accordance with the credit terms agreed by Northern Flags.

4.6 Unless otherwise agreed, the Customer shall pay each invoice issued to it by Northern Flags within 30 days of receipt, in full and in cleared funds in pounds sterling to the bank account nominated by Northern Flags from time to time. Time of payment is of the essence.

4.7 The Customer shall pay all amounts due in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Northern Flags in order to justify withholding payment of any such amount in whole or in part. Northern Flags may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Northern Flags to the Customer.

4.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Northern Flags on the due date the Customer shall pay interest on the overdue amount at the rate of 2 % per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

#### **5. Quality**

5.1 Northern Flag warrants that on delivery, the Goods shall:

5.1.1 conform in all material respect with their description; and

5.1.2 be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.4, if:

5.2.1 the Customer gives notice in writing to Northern Flags within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and

5.2.2 Northern Flags is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by Northern Flags) returns such Goods (being all the Goods unless otherwise agreed with Northern Flags) to Northern Flags' place of business at the Customer's cost and in original packaging.

5.3 Northern Flags shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.4 Northern Flags shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.4.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.4.2 the defect arises because the Customer failed to follow Northern Flags' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.4.3 the Customer alters or repairs such Goods without the written consent of Northern Flags;

5.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

5.4.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or

5.4.6 Northern Flags has not received payment of all sums due in full (in cash or cleared funds) for the Goods in question in accordance with clause 4.5.

5.5 Except as provided in this clause 5.2, Northern Flags shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.7 These Conditions shall apply to any repaired or replacement Goods supplied by Northern Flags.

## **6. Return of Goods**

6.1 Due to the custom nature of the Goods, returns are not accepted except due to defect. Where Goods are not defective and Northern Flags agrees to a return then all costs related to carriage will be met by the Customer and Northern Flags reserves the right to charge a 25% restocking fee to cover the costs of checking and repackaging the Goods.

6.2 Subject to clause 5.1 Northern Flags provides no further warranties or guarantees or makes any representations about the merchantability or fitness for any particular purpose whether implied, oral or writing of the Goods. Where the Customer is not confident or sure on the correct use or operation of the Goods, it is their responsibility to seek the effective training support. Northern Flags offers a number of training and operational leaflets on request. These are for guidance only and the user is responsible for judging the conditions in which they are utilised.

## **7. Title and Risk**

7.1 The risk of damage to or loss of the Goods shall pass to the Customer on completion of delivery.

7.2 Ownership of the Goods remains with Northern Flags until full payment of all sums due has been received.

7.3 Until title to the Goods has passed to the Customer, the Customer shall maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery. Northern Flags reserves the right to enter the premises of the Customer, without advance notice, where payment has not been made within agreed terms, to recover the Goods. The Customer will be liable for the balance of any order not recovered, any custom production that cannot be resold and any costs incurred in reclaiming the Goods.

7.4 By placing an order or making a quotation request with Northern Flags, the Customer consents to their data being stored by Northern Flags to allow them to communicate information about products and offers and to effectively communicate with them about transactions with Northern Flags. The data will not be passed to any external company (except credit insurance and reference companies) without agreement of the Customer.

## **8. Termination**

8.1 Northern Flags may terminate this Contract or cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Northern Flags without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due if:

8.1.1 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a period of 10 (ten) Business Days after receipt of notice in writing requiring it to do so; or

8.1.2 the Customer stops trading or is in a position whereby it cannot pay its debts and/or an Insolvency Situation arises or the equivalent of an Insolvency Situation occurs to the Customer under the jurisdiction to which the Customer is subject or Northern Flags reasonable believes that an Insolvency Situation is about to occur; or

8.1.3 a Force Majeure Event continues for a period of 1 month, preventing delivery of the Goods within the originally anticipated delivery date.

8.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## **9. Limitation of liability**

9.1 Nothing in these Conditions shall limit or exclude Northern Flags' liability for:

9.1.1 death or personal injury caused by its negligence;

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 any other matter in respect of which it would be unlawful for Northern Flags to exclude or restrict liability.

9.2 Subject to clause 9.1:

9.2.1 Northern Flags shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, special or consequential loss (including at all times, without limitation, economic loss, loss of business, depletion of goodwill or similar) howsoever caused arising under or in connection with the Contract; and

9.2.2 Northern Flags' total liability to the 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 the price paid by the Customer for the Goods in the Order under which the liability has arisen.

9.3 Northern Flags hereby excludes to the fullest extent permitted in law, all conditions and warranties, whether express (other than as set out in these Conditions) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

9.4 The Customer acknowledges that the above provisions of this clause 9 reasonable and reflected in the price which would be higher without those provisions, and the Customer will accept such risk accordingly.

## **10. Intellectual Property Rights**

10.1 No right or licence is granted to the Customer in respect of the Intellectual Property Rights of Northern Flags, except the right to use the Goods in the Customer's ordinary course of business.

## **11. Force majeure**

11.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, extremes of weather, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## **12. Variation and Waiver**

12.1 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Northern Flags.

12.2 No failure to exercise or delay in exercising any right or remedy provided under the Contract or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

12.3 No single or partial exercise of any right or remedy under the Contract shall prevent or restrict the further exercise of that or any other right or remedy.

## **13. Notices**

13.1 Any notices must be in writing and may be delivered by hand, first class post, Special Delivery post, fax or email, addressed to the recipient at its registered office or to any other address, fax number or email address as notified in writing to the sender by the other party.

13.2 Any notice will be deemed to have been duly served if delivered personally, on delivery if sent by post, on the second Business Day after it was posted or if sent by facsimile process, when correctly despatched provided that, if in any case notice would be deemed to be given outside of 9am to 5.30pm on a Business Day, such notice shall instead be deemed to have been given at the start of the next Business Day.

## **14. Entire Agreement**

14.1 The Contract constitutes the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract. Each party acknowledges that it has not relied upon any warranty, representation, statement or understanding other than those expressly set out in the Contract. Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

## **15. Rights of Third Parties**

15.1 No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract.

## **16. Assignment**

16.1 Northern Flags may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Northern Flags.

## 17. Confidentiality

17.1 The Customer shall keep confidential any Confidential Information that it may acquire and shall not use the Confidential Information for any purpose other than to perform its obligations under the Contract and will ensure that its officers and employees comply with the provisions of this clause 17.

## 18. Severance

18.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected and the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 19. Governing Law and Jurisdiction

19.1 The Contract shall be governed and construed in accordance with English Law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

## 20. Definitions

20.1 In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

**Confidential Information:** information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of Northern Flags for the time being confidential to Northern Flags and trade secrets including, without limitation, technical data and know-how relating to the business of Northern Flags or any of its suppliers, clients, customers, agents, distributors, shareholders or management, whether or not such information (if in anything other than oral form) is marked confidential;

**Contract:** the contract between Northern Flags and the Customer for the sale and purchase of the Goods in accordance with these Conditions;

**Force Majeure Event:** has the meaning given in clause 11.1;

**Goods:** the goods (or any part of them) set out in the Order;

**Insolvency Situation:** means a party:

(a) enters liquidation;

(b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; or

(c) proposes to make arrangements with its creditors;

**Intellectual Property Rights** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and

**Order:** the Customer's order for the Goods, whether made by email, telephone, post, fax or any other method.

## **20.2 Construction**

20.2.1 In these Conditions, the following rules apply:

20.2.1.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

20.2.1.2 a reference to a party includes its personal representatives, successors or permitted assigns;

20.2.1.3 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

20.2.1.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

20.2.1.5 a reference to writing or written includes faxes but not emails.