

TRADING TERMS AND CONDITIONS

1. INTRODUCTION

1.1 By clicking on the “ Accept” button at the bottom of these Terms and Conditions you agree to be legally bound by these Terms and Conditions. OR By opening an account with and/or trading with Langstane Press you agreed to be legally bound by these Terms and Conditions

1.2 The website and our catalogues are designed to assist you in your ordering of Langstane Press products (“the Products”). Our website and catalogues describe the Products in more detail, but manufacturers may make changes to the specification of the Products at any time.

1.3 We make no warranty, express or implied that making the Products available in any particular jurisdiction outside the UK is permitted under any law or regulation. Accordingly, if making the Products available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Products are not offered for sale to you. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to purchase the Products. To the extent permitted by applicable law, we accept no liability, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

2 BUYING PRODUCTS

2.1 All orders for Products will be deemed to be an offer by you to purchase a Product under these Terms and Conditions which govern the Contract between us (“the Contract”) to the exclusion of all other terms and conditions and all Products are offered subject to availability. Acknowledgement of receipt of order shall not constitute acceptance of an order unless acceptance is expressly stated in the acknowledgement.

2.2 No variation of these Terms and Conditions shall be binding unless agreed in writing between our authorised representatives and you. Our employees or agents are not authorised to make any representations concerning the Products unless confirmed by us in writing.

2.3 Printing or processing by us in accordance with your instructions is also governed by the Print Terms and Conditions, which are available from our premises at 1 Links Place Aberdeen AB11 5DY and will be sent to you with any quotation for such services.

2.4 Manufacturers recommended retail prices are displayed in our catalogues and on our website. Our pricing structure is as agreed with and notified to you. The price of any Product is the price in force at the date and time of your order. We may change the price of any Product before you place an order. We will inform you if a Product’s price is higher than that stated in your order and you may cancel the order and decide whether or not to order the Product at the current price. All prices are subject to the addition of Value Added Tax at the rate prevailing on the date of the invoice. The amount of any invoice becomes due at the time of presentation and is payable nett not later than the 20th day of the month following the date of the invoice.

2.5 We are entitled to refuse any order placed by you. If the Product you ordered is unavailable, we may provide to you a substitute of an equivalent quality and price without notice. (“Substitute Product”).

2.6 You undertake that all details you provide to us for the purpose of purchasing Products will be correct. We reserve the right to obtain validation of your credit, debit or purchasing card details before providing you with any Products. Time of payment shall be of the essence of the Contract.

2.7 You are responsible for complying with any legislation or regulations governing the import and export of the Products into the country of destination and/or the payment of any applicable duties.

2.8 No order, which has been accepted by us, may be cancelled by you except with our written agreement and on terms that you will indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by us as a result of the cancellation.

3 RETURNS

3.1 No goods can be accepted for return without prior agreement and proof of purchase.

3.2 Returned goods may be subject to a handling charge at your expense.

3.3 Any goods returned must be in original unmarked condition and packaging. Packaging that has been defaced, written on, damaged or marked in any way cannot be accepted for return.

3.4 Goods ordered specially on your behalf are strictly non-returnable and non-refundable.

3.5 If:

3.5.1 the Product delivered is not a Substitute Product and is not what you ordered; or

3.5.2 the Product delivered is not fit for purpose. we will, at our option, deliver to you a replacement Product or refund to you the price paid.

3.6 Any claim by you which is based on any defect in the quality or condition of the Products or their failure to correspond with specification should be notified to us within 7 working days of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and you do not notify us accordingly, you will not be entitled to reject the Products and we shall have no liability for such defect or failure, and you will be bound to pay the price as if the Products had been delivered in accordance with the Contract.

3.7 Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification is notified to us in accordance with these conditions, we shall be entitled to replace the Products (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Products (or a proportionate part of the price), but we shall have no further liability to you.

3.8 If you have any complaints, you should direct them to us by email: sales@langstane.co.uk or by post at 1 Links Place Aberdeen AB11 5DY.

4 DELIVERY

4.1 Delivery of the Products shall be made by us delivering the Products to your address for delivery in the United Kingdom. Risk of damage, breakage or loss of the Products shall pass to you on delivery.

4.2 Any dates quoted for delivery of the Products are approximate only and we shall not be liable for any delay in delivery of the Products howsoever caused.

4.3 Delivery is normally free of charge, but we reserve the right from time to time to impose delivery or insurance charges, which will be notified to you when your order is accepted.

4.4 Where the Products are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by us to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as repudiated.

4.5 If we fail to deliver the Products for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar products to replace those not delivered, over the price of the Products.

4.6 If you fail to take delivery of the Products or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without prejudice to any other right or remedy available to us, we may:

4.6.1 store the Products until actual delivery and charge you for the reasonable costs (including insurance) of storage; or

4.6.2 sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.

4.7 Any notification of shortages or damaged Products must reach us within seven days from delivery.

5 INFORMATION YOU PROVIDE

5.1 The following applies to any information you provide to us, for example during any account opening or ordering process:

5.1.1 You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through our website by us or our sub-contractors. If you obtain or choose to buy Products through our website then we may collect information about your buying behaviour and if you send us personal correspondence such as e-mails or letters then we may collect this information into a file specific to you (together, the various purposes shall be known as "the Purposes"). All such information collected by us shall be referred to in these terms and conditions as "Personal Information".

5.1.2 You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our Privacy Policy.

5.2 By accepting these Terms and Conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. You also agree that the Purposes may be amended to include other uses or disclosures of Personal Information following notification to you by means of a notice on our website, which you should check regularly. If you would like to review or modify any part of your Personal Information then you should e-mail us at sales@langstane.co.uk or write to us at 1 Links Place Aberdeen AB11 5DY.

6 WARRANTY AND LIABILITY

6.1 All descriptions, illustrations, sizes, weights and capacities within the catalogues and website are given as a guide only and Products will not necessarily conform in absolute detail.

6.2 Goods are sold subject to title not passing until full payment has been received by us.

6.3 In relation to the purchase of Products, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable.

6.4 In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website or its contents, we accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on our part or on the part of our servants, agents or any other person.

6.5 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence.

6.6 If you are ordering on-line, you are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. We do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

6.7 Subject as expressly provided in these Terms and Conditions, and except where Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, representations, endorsement, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.8 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Products, if the delay or failure was due to any cause beyond our reasonable control including (but without limitation) strikes, lockouts or other industrial actions or trade disputes.

6.9 We shall not be liable for and you shall indemnify and hold us harmless against any claim by or loss or damage to any third party or third party's property directly or indirectly occasioned by or arising from the use or possession of the Products.

6.10 Your right to set off any sums due by you on whatever basis against sums due by us is specifically excluded.

6.11 The limitations and exclusions in this Clause 6 only apply to the extent permitted by applicable law.

7 GENERAL

7.1 We may assign, novate or sub-contract any or all of our rights and obligations under these Terms and Conditions at any time.

7.2 We may alter these Terms and Conditions from time to time and make the new version available on our website and/or by other means.

7.3 These Terms and Conditions together with [the privacy policy, security policy,] any order

form and payment etc., method instructions, if any, are the whole agreement between you and us. You acknowledge that you have not entered into this Contract in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages/ rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Terms and Conditions, privacy policy, order form and payment method instructions etc.

7.4 If any provision or term of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other Terms and Conditions and shall be deemed to be deleted from them.

7.5 These Terms and Conditions, your use of our website and any Contract formed by us are governed by Scots law and you submit to the non exclusive jurisdiction of the Scottish court.

7.6 Neither of us will be held liable for any failure to perform any obligation to the other due to causes beyond your or our respective reasonable control.

7.7 Failure by either party to exercise any right or remedy under this Contract does not constitute a waiver of that right or remedy.

8 NOTICES

8.1 All notices shall be given:

8.1.1 to us by e-mail at sales@langstane.co.uk or by post at 1 Links Place Aberdeen AB11 5DY ;or

8.1.2 to you at either the e-mail or postal address you provide during any ordering process. Notices will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting. [Please click on the “Accept” button to confirm your acceptance of these Terms and Conditions or the “Decline” button to exit from the website.]

WEBSITE TERMS AND CONDITIONS

Purpose of the Site

The purpose of this site is to provide you with information on Langstane Press and our products. If you wish to order products on-line you will enter a part of the site to which our Trading Terms and Conditions also apply. The Trading Terms and Conditions govern the provision of our products and services. Neither the information nor any opinion expressed on this part of site is an offer to provide any product or service. By communicating with Langstane Press electronically or using any part of this site, you are legally bound by these Website Terms & Conditions.

Use of Site

We have made reasonable efforts to ensure the accuracy, currency, completeness and electronic integrity of this site and the information published on it. However, we cannot accept liability for any loss of any kind incurred as a result of reliance on the information provided in this site or any other website which can be accessed by a link from this site, or the functioning of this site. The contents of this site are subject to change without notice. We exclude to the fullest extent permitted by law all liability for any claims, penalties, losses, damages, costs or expenses arising from the use of, or inability to use, this site or from any unauthorised access to or alteration of the site. This site is established in the United Kingdom and is directed to United Kingdom residents only. Scottish law governs these Terms and Conditions and your use of this site. By accessing this site you agree to

submit to the exclusive jurisdiction of the Scottish Courts in relation to any claim or dispute arising out of or connected with your use of the site. This site may not be linked with another site without the express written consent of Langstane Press. Users of this site are authorised only to view and download a single copy of the material for general information purposes and are reminded that this site's contents and constituent parts are protected by copyright, trademark and other laws.

Supply of Information

E-mail is not a confidential or secure form of communication and is susceptible to delay, non-delivery and can be intercepted by third parties. Any information sent by e-mail is done so at your own risk. Any information e-mailed to us may be emailed on to the appropriate Langstane Press department. For details on how information supplied when ordering products on line is protected please read our Security Policy.

Data Protection

You understand and agree that the information you supply online will become part of the database held by Langstane Press as a Data Controller in accordance with the Data Protection Act 1998 ("DPA"). The information supplied by you will be used for research and marketing purposes and may be updated by you at any time by contacting Langstane Press at 1 Links Place Aberdeen AB11 5DY. Information about you will not be supplied to anyone unless we believe it is lawful to do so under the DPA. For more information on how we use your information, please read our Privacy Policy. You have the right under the DPA to request a copy of the personal data, which Langstane Press holds about you on its records. The fee for this service is £10.00. For further information please contact Langstane Press at 1 Links Place Aberdeen AB11 5DY.

Langstane Press Ltd is a company registered in Scotland. Registration number SC62202.
Registered Office: 1 Links Place, Aberdeen AB11 5DY.

VAT no. GB 296 55 25 18.

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PRINT CONDITIONS

These Print Conditions supplement and apply in addition to our Trading Terms and Conditions.

1 COST VARIATIONS

Quotations are based on the current costs of production and are subject to amendment by us, on or at any time after acceptance to meet any rise or fall in such costs.

2 PRELIMINARY WORK

Work carried out, whether experimentally or otherwise, at your request will be charged to your account.

3 PROOFS

Any corrections requested by you including alterations in style, and the cost of additional proofs necessitated by such corrections, will be charged at the prevailing rates.

4 VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional on margins of plus or minus 10 per cent, for overs or shortage, the same to be charged to or deducted from your account.

5 STANDING MATTER

5.1 Metal, film, glass, digitised matter and other materials used by us in the production of type, plates, moulds, stereotypes, film-setting, negatives, positives and the like shall remain our exclusive property.

5.2 Type may be distributed and lithographic, photogravure, or other work effaced immediately after the order is executed unless written arrangements are made to the contrary and in such a case you may be charged for storage costs.

6 CUSTOMER'S PROPERTY

Your property and all property supplied to us by you or on your behalf will be held, worked on, and carried at your risk.

7 MATERIALS SUPPLIED BY YOU

7.1 We may reject any paper, plates or other materials supplied or specified by you which appear to us to be unsuitable. Additional cost incurred, if materials are found to be unsuitable during production, may be charged to your account.

7.2 Where materials are so supplied or specified, responsibility for defective work will not be accepted by us unless this is due to our failure to use reasonable skill and care.

7.3 Quantities of materials supplied shall be adequate to cover normal spoilage.

8 GENERAL LIEN

Without prejudice to other remedies, we shall have a general lien on all your goods and property in our possession (whether worked or not), in respect of all unpaid debts due from you and shall be entitled on the expiry of 14 day's notice to dispose of such goods or property as we think fit and to apply any proceeds towards such debts.

9 ILLEGAL MATTER

9.1 We shall not be required to print any matter, which in our opinion is or may be of an illegal or defamatory nature.

9.2 You hereby indemnify us in respect of any claims, costs and expenses arising out of any defamatory matter printed for you or any infringement of any third party's intellectual property rights.

10 PERIODICAL PUBLICATIONS

A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows:

Nature of Publication

Weekly Fortnightly Monthly

weeks Two Monthly Quarterly Length of Notice (given at any time)

13

26 weeks

Nevertheless, we may terminate any such contract forthwith should any sum due by you to us remain unpaid.