

Terms and Conditions of Acceptance of a Print or Design Order

The Price

Estimates are based on current costs of production and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any reasonable rise or fall in such costs.

Preliminary Work

All work carried out, whether experimentally or otherwise, at customer's request shall be charged.

Art work

A charge may be made to cover any additional work involved where artwork/copy supplied is not clear and legible or electronic files supplied are damaged or otherwise unsuitable.

Proofs

Proofs of all work may be submitted for customer's approval by PDF (Portable Document Format) on email or at request one laser copy, after the agreed limit further proofs will be chargeable. Naughty Mutt Ltd shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Naughty Mutt Ltd's judgement, changes therefrom made by the customer shall be charged extra.

If we have not been given printing approval after 14 days a 5% charge of the total value of the original order will be made plus a £10.00 administration fee.

It is very important that you check your proof carefully as once signed off full charges will apply to the total price of the job. We will not proceed with printing until we have received written confirmation via yourself to do so.

Colour matching

Naughty Mutt Ltd will not guarantee that the color of your artwork printed will match that seen on your monitor or printed via any other method.

Quantity Changes

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increases in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

Delivery

If required, in whole or in part (e.g. as samples), delivery is chargeable extra to the price.

Payment

Unless a full credit account has been setup and authorised, all work must be paid for in advance of delivery or collection.

Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Naughty Mutt Ltd and the carrier within three clear days of delivery and any claim in respect thereof must be made in writing to Naughty Mutt Ltd and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 24 hours of dispatch).

All other claims must be made in writing to Naughty Mutt Ltd within 48 hours of delivery. Naughty Mutt Ltd shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (a) it was not possible to comply with the requirements and (b) advice (where required) was given and the claim made as soon as reasonably possible.

Liability

Naughty Mutt Ltd shall not be liable for any loss to the customer arising from

- Spelling, punctuation, or grammatical errors made by the customer.
- Inferior quality or low-resolution of uploaded images.
- Design errors or color selection errors introduced by the customer in the artwork file creation process.
- Errors in user-selected options such product type, size, finishing options, or quantity.
- Incorrect file dimensions, image orientation, or file submission in accordance with specifications.
- Damage to the products arising after delivery to the customer.

- Duplicate orders by the customer.
- Incorrect file layout for folding, scoring, hole drilling, die cutting or other custom services.
- Incorrect shipping address, undeliverable packages/ delivery attempts, or other errors created by the customer.

Save in so far as defects in the goods cause death injury or damage to personal 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.

Property

Standing material owned by Naughty Mutt Ltd and used by him in the production (e.g. plates, film etc., or as electronic files created to complete the job) shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property. Unless otherwise advised by the customer, Naughty Mutt Ltd will (as a service to the customer) retain all such materials (electronic or otherwise) associated with the job for a reasonable length of time for which there is usually no charge.

Materials supplied by the customer

Naughty Mutt Ltd may reject any paper or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged. Where materials are so supplied or specified, Naughty Mutt Ltd will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. Quantities of materials supplied shall be adequate to cover normal spoilage.

Insolvency

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Naughty Mutt Ltd without prejudice to other remedies shall: a) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchases for the customer, such charge to be an immediate debt due to him, and (b) in respect of all unpaid debts due from the customer shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

Illegal Matter and Breaches of Copyright

Naughty Mutt Ltd shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. Naughty Mutt Ltd shall be indemnified by the customer in respect of any claims, cost and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim. The Client certifies that you have the right to use the image(s) in your artwork files. DO NOT send any "one-of-kind" transparencies, prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork.

Force Majeure

Naughty Mutt Ltd shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Naughty Mutt Ltd elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England