

Digital Ceramic Systems (also trading as Tiled Space™) Terms and Conditions

Before you place your order, please read this section fully.

a) General Terms & Conditions

1. Contracts shall be construed according to and be governed by English Law. The purchaser shall submit to the jurisdiction of the English Courts but this shall not prevent us from taking legal proceedings against the purchaser in a Court outside England should we decide to do so.
2. All quotations for goods remain open for 60 days from date of issue but no contract shall come into existence until a purchaser's order is confirmed by us in writing. The price of any such goods (unless otherwise specifically stated) is ex-works and is subject to increase if we incur any additional costs subsequent to the date of quotation. Packing and carriage will be charged extra unless otherwise agreed.
3. We will be entitled to add to the contract price any value added tax which is chargeable in respect of the goods and/or services supplied and to recover the same from the purchaser.
4. No order or contract may be cancelled by the purchaser except with our consent. If costs have been incurred these will be charged to the purchaser.
5. Delivery and completion dates are given by us in good faith, but they are not contractual obligations and it is an express condition that we shall not be liable to the purchaser for any delay, no matter how arising, nor from any contingent or consequential loss or damage suffered by the purchaser arising from such delay. Any failure by us to adhere to specified delivery or completion dates shall not provide the purchaser with grounds for cancelling the contract. Our work is bespoke and issues beyond our control can arise. We will endeavour to keep customers fully informed of any such issue.
6. Any alleged shortages or damage to goods on arrival (other than damage sustained in the unloading operation) must be notified to us in writing within seven working days after delivery otherwise we shall be under no liability in respect thereof and in other cases our liability (if any) is limited to replacing the damaged goods and does not extend to any consequential or other losses suffered by the purchaser. We take pride in our packaging and our products are subject to inspection.
7. The quantity of any consignment of goods as recorded by the company on despatch from the place of business shall be conclusive evidence of the quantity received by the buyer on delivery unless the buyer can provide conclusive evidence proving the contrary. b) The company shall not be liable for any non-delivery of goods (even if caused by the company's negligence) unless the buyer gives written notice to the company of the non-delivery within 7 days of the date when the goods would in the ordinary course of events been received. c) Any liability for non-delivery of the goods shall be limited to replacing within a reasonable time or issuing a credit note at the pro rata contract rate of any such goods.
8. In the event of the goods supplied proving defective and the purchaser notifying us to this effect within 7 days after delivery or collection (as the case may be). We will replace such goods free of charge to the purchaser or, at our option, refund the full purchase price thereof but this shall be the limit of our liability. In particular, we will not be responsible for any personal injuries, third party claims, loss of profit or other financial loss, expenditure incurred on the goods supplied or any consequential loss or damage, direct or indirect, of whatsoever nature arising from any defective goods. Subject as aforesaid, all express or implied conditions, warranties and descriptions statutory or otherwise, as to the state, quality or fitness the goods for any purpose are hereby expressly excluded. However nothing in these conditions shall exclude or restrict our legal liability for death or personal injury resulting from our negligence nor shall anything in these conditions affect the statutory rights of a

purchaser who is “dealing as a consumer” as defined by section 12(1) of the Unfair Contract Terms Act 1977, which are set out in Section 6(2) of that act. Furthermore nothing in these conditions shall exclude or restrict our legal liability for death, personal injury or certain specific types of property loss or damage under the Consumer Protection Act, 1987.

9. Under no circumstances shall we be liable to the purchaser for loss of profit or other financial loss, damage to property, expenditure incurred on the goods supplied or any consequential or special loss or damage sustained by the purchaser as a result of any breach by us of any of the provisions of this contract.
10. Terms of payment are as agreed within our acknowledgement of order which is deemed to be the contract. Each delivery in part execution of the Contract shall deem to be a complete performance by us of the Contract in relation to the goods comprised in the delivery and each such delivery shall be invoiced, payment therefore falling due as the aforesaid. If our payment terms are not complied with in full, we may suspend the performance of any contractual obligation due from us to the purchaser. In certain circumstances, we may ask for a non-refundable deposit before starting a project. In these circumstances the balance of the invoice will be due immediately prior to despatch.
11. If the customer fails to make payment when due, the amount unpaid may, in our sole discretion, incur interest at the rate of 8% per annum above the base rate of the Bank of England PLC from time to time from the due date of the actual payment (both before and after judgement) .
12. The full contract price shall be paid to us by the purchaser notwithstanding that the purchaser may have a claim against us. In these circumstances, the purchaser shall not be entitled to off-set any such claim in whole or part against any money due to us from the purchaser unless otherwise agreed in writing with the company.
13. If a purchaser, having undertaken to collect the goods, fails to do so within 14 days of notification that the goods are ready for collection, there shall be added to the contract price a reasonable charge for the storage of such goods to be fixed by us in each case payable from the expiration of such period of 14 days until the date upon which the goods are collected or upon which instructions to dispatch the goods are received and during such period the goods will be at the purchasers risk and should be insured by the purchaser. Invoices for storage charges will be raised monthly in arrears.
14. We reserve the right to re-sell goods remaining in our possession for more than two months after the agreed date of dispatch or collection without prejudice to any other rights we may have against the purchaser.
15. Under no circumstances shall we be liable for any failure to carry out our obligations under this Contract if such failure arises wholly or partly as a result of an act of God, war, fire, storm, flood, strike lock-out, force majeure or other cause beyond our control, or if any of the foregoing involves us in substantially increased production or material costs.
16. If the purchaser shall enter into a Deed of Arrangement or an individual Voluntary Arrangement with or compound with his Creditors or if a Bankruptcy Order is made against the purchaser or if the purchaser is a Company and an order for winding up is made or a resolution for winding up is passed or if a Receiver Manager, Administrator or Liquidator is appointed, we may stop any goods in transit to the purchaser and suspend any further deliveries and may determine any contract then subsisting for the sale of goods to the purchaser without prejudice to any right or claim then vested in ourselves against the purchaser whether in respect of costs incurred by us relating to partly manufactured goods or otherwise.
17. Notwithstanding the delivery of the goods to the customer and the passing of risk in the goods, the property in the goods shall not pass to the customer and we shall remain the legal and equitable owner until we have received in cash or cleared funds, payment in full of the price of the goods and all other goods agreed to be sold by us to the customer for which payment is then due. If after delivery of the goods but before payment, the purchaser has a Bankruptcy order made against him, or being a Company, goes into liquidation other than for the purpose of amalgamation or reconstruction, or has a Receiver Manager, Administrator appointed or fails to pay the contract price in full after the same shall have fallen due, we may give written notice to the purchaser or to his Trustee in Bankruptcy, Receiver, Manager, Administrator or Liquidator (as the case may be) terminating the purchaser right to possession whereupon we may take possession of the goods without notice and for this purpose the purchaser hereby irrevocably authorises us to enter the premises where the goods are to dismantle and remove them at the purchasers expense. If the purchaser converts the goods into some other materials, mixes such goods with other objects, fabricates the goods in some way or deals with them so their separate identity is lost, we shall acquire title



to any resultant article as security for the payment of the full amount due to us from the purchaser whether under this contract or otherwise. Until the date of full payment as aforesaid, the purchaser shall hold the goods/resultant articles as our agent and bailee on trust for us in the capacity of a fiduciary owner and shall store the goods/resultant articles in such a way as to clearly show our ownership thereof. Until the property in the goods/resultant articles passes to the purchaser, the purchaser shall only be entitled to sell and deliver the goods/resultant articles to one of his customers with our written consent and, in this event, the purchaser shall account to us without deduction for the proceeds of all such sales and shall, if we so require, assign us to all claims which he has against his buyers resulting from these sales. Notwithstanding the above provisions, unless otherwise specifically agreed by us in writing to the contrary, the risk in the goods shall pass to the purchaser: (a) Where the purchaser or his representative collects the goods from our works, as soon as the goods leave our works, or (b) Where the goods are to be delivered by us to the purchaser upon such delivery being made.

18. All contracts will be subject to these conditions and all terms and conditions appearing in the Purchaser's order shall have no effect. Any variation of the terms and conditions of this contract will become binding on us only if confirmed in writing both by us and the purchaser.
19. No forbearance, indulgence or waiver by us or granted to the purchaser whether in respect of these Conditions or otherwise in any way affect or prejudice our rights against the purchaser or be taken as a waiver of any other of these Conditions apart from the particular Conditions so waived (if any).
20. Any notice given under this Contract must be in writing and sent by Recorded Delivery mail to the place of Business or (if none) to the place of residence of the person to whom it is addressed and shall be deemed to have been received on the second working day following the date of posting.

b) PRODUCTION DISCLAIMER

1. Artwork and Production Standards

We offer a professional two level ceramic decal printing service:

- a. Where art work is supplied on-line or via email with no colour standard, only basic colour corrections are made. We will provide a best instant match from the incoming data within the limits of 4 colour ceramic printing.
- b. For repeat orders or larger projects, approved standards (at an agreed price) should be established. We can create a proof and set tolerances for subsequent print runs. Ceramic printing has a tolerance +/- 5% and therefore standards need to be agreed. It is helpful if customers provide a "match to" print with the initial enquiry where possible.

2. Decoration

With reference to finished goods (Tiles, Murals, Ware), our ceramic products are made from naturally occurring materials and in addition are hand decorated and therefore subject to minor variations.

3. Tiles/Ceramic Ware

Whilst we prefer to supply ceramic ware, we endeavour to support customers using their own tiles or ware, but reserve the right to test samples of these products prior to proceeding with the order. Normally a quick firing trial will identify problem tiles. Wax coated tiles are unsuitable for decoration or firing and tiles need to be supplied free from any contaminant. Our quality process checks supplied goods prior to proceeding in case of breakages, discrepancies or irregularities. Quantities supplied should be greater than number ordered. Often, our sourced ceramic ware can have minor variations within industry norms.

4. Samples

- a. It is our policy to recommend that customers have a sample prior to production to check design layout, artwork, colours etc. If customers choose not to purchase a sample then we will ask for confirmation in writing. Once approved, the sample remains the standard for manufacturing within our general terms of sale.
- b. A Decal/Transfer sample is £15.80 inc VAT plus delivery and can be ordered online as a proof sheet.
- c. Tile, Mural or Ceramic Ware samples costs £30.00 plus VAT plus delivery charge for each new piece of artwork.

