

Terms and Conditions - effective 6th July 2020 updated 1st December 2020

Condition of supply

The supply of goods and services by Harlequin Printer Supplies and any other name variation thereof (the seller) will be subject to and conditional upon acceptance of the following terms and conditions. Any change which the buyer would like to make to these conditions must be specifically agreed in writing by the seller. The prevailing law governing the supply of goods and services is that of England and Wales.

- 1. Passing of property** - The risk in the goods supplied shall pass to the buyer on delivery into the buyer's possession or to the carrier or place of delivery nominated by the buyer and the seller shall be under no liability whatsoever for any loss or damage occurring thereafter. Consequential loss is specifically identified as something for which the seller can never be liable.
- 2. Damage / loss of goods in transit** - Damage to or loss of goods in transit must be reported to the seller, in writing within five working days from specified delivery date. If a clear proof of delivery is provided by the carrier that goods were received correctly and in good condition, no responsibility for the replacement of those goods will be accepted by the seller.
- 3. Title** - The title of the goods remains with the seller until payment has been made in full in respect of goods supplied.
- 4. Pricing** - All prices quoted by the seller are subject to alteration without notice unless otherwise expressly agreed in writing by the seller.
- 5. Value Added Tax** - All prices quoted by Harlequin Printer Supplies will detail VAT separately. VAT at the prevailing rate will be clearly stated on the invoice. Clients leasing a printer from Harlequin Printer Supplies will be charged VAT on the monthly fee. Clients being charged for a printer loan will be charged VAT on the cost per copy. The tax status of the buyer shall be a matter between the buyer and the appropriate tax authority.
- 6. Specification** - The seller will not accept any liability for the failure of a product if the product has been adapted to the buyer's own specification. Goods that have been adapted or maltreated will not be returnable for credit without the specific prior written agreement of the seller. Please also see Harlequin Printer Supplies guarantee, copy on website or on request.
- 7. Alternative Products** - Harlequin Printer Supplies purchase products from a number of reputable suppliers and reserve the right to select the product from any one of these suppliers subject to satisfaction that the product is fit for purpose and of a requisite quality.
- 8. Delivery** - The seller accepts no liability for any loss, damage or expense arising from late delivery of goods by the seller or its agent/carrier due to any cause whatsoever. Delivery times are estimates, not guarantees and should not be relied upon however the seller will do what it can to ensure that the agent/carrier meets delivery targets.
- 9. Payment** - i. Goods purchased via the Harlequin Printer Supplies web shop will be paid for in full at checkout. ii. Goods supplied against invoice must be paid for within 30 days on the date of the invoice, unless otherwise specified or agreed upon in writing. Payment must be made by BACS transfer. Failure on the part of the buyer to pay the seller's invoices in the time stated may result in the seller taking appropriate action to recover the debt, or suspension of the buyer's authority to purchase goods or services from the seller, or a claim from the seller being pursued to recover such interest on the outstanding debt as may be appropriate, or any or all of the aforementioned courses of action as the seller feels appropriate. iii. Harlequin Printer Supplies Predictable Payment Plan clients will pay a fixed monthly sum as agreed and specified in the Lease Quotation and any subsequent documentation. These payments will be made on the same date of each calendar month by Go Cardless Direct Debit. If a client wishes to cancel the agreement, then it must be done so in writing giving 30 days notice. At that time, an assessment will be made as to the value of goods supplied by the seller and payments received. If there is a shortfall then the buyer will be required to make a payment making good. These T's and C's form only part of a lease agreement and should be read in conjunction with the Printer Schedule Agreement.
- 10. Printers** - Where a client has purchased a printer, the same terms and conditions outlined above will apply. If a client is loaned a printer, the printer remains the property of Harlequin Printer Supplies unless otherwise specified in writing by the seller. If Harlequin Printer Supplies provide a printer through the Harlequin Predictable Payment Plan, the printer remains the property of Harlequin Printer Supplies until the end of the agreed term. At the end of the term the agreement may be rolled on for a further 12 months with mutual consent, a new agreement with a new printer may be entered into or the client or Harlequin Printer Supplies may terminate said agreement.
- 11. Harlequin Printer Supplies Printer Schedule Agreement** - in conjunction with these Terms and conditions will form the contract where a client takes a printer through a Predictable Payment Plan. The client agrees to take all reasonable steps to ensure the printer does not suffer damage. In the event of printer failure, Harlequin will loan the client a base model printer whilst the printer is being repaired. It is incumbent on the seller to make the repair as quickly as possible. If the failure of the printer is deemed by an independent engineer, to be caused by maltreatment whilst in possession of the client (for example but not limited to human error such as accidental damage, abuse or attempted disassembly of the printer or consumables, or if the cartridge causing the failure was not supplied by Harlequin) the cost of the printer and the engineers report will be met for by the client. Please read the Harlequin Printer Supplies Guarantee - Printer Protection Warranty - in conjunction with these Terms and Conditions.
- 12. Consequential loss** - Harlequin Printer Supplies shall not be liable for any indirect, special or consequential loss, costs, expenses or other claims for compensation whatsoever which arise out of or in connection with the supply of the goods or their use by the client.