

## **TERMS**

After acceptance of an Order, Freecardmachine.co.uk will supply the products at the price stated on the Order. Prices are valid for this Order only, and are subject to change for future Orders. Freecardmachine.co.uk will invoice when the products are shipped.

Payment terms are net cash on receipt of invoice. Prices do not include, and You shall pay Freecardmachine.co.uk for, any applicable shipping charges, and any VAT, sales, use, or similar taxes (unless Freecardmachine.co.uk is provided exemption documentation in advance). You shall pay freight and shipping charges from Freecardmachine.co.uk's facility to Your designated destination, unless otherwise specified on your order. If Freecardmachine.co.uk does not receive payment within 30 days of the invoice date, Freecardmachine.co.uk reserves the right to charge interest on late payments at two percent above the London one year LIBOR rate for sterling accruing daily both before and after judgment. All sales are final; except for warranty returns, there is no right of return.

## **BILLING**

Ship & Bill Option (mandatory for stock products). Freecardmachine.co.uk will invoice when the products are shipped. All products will be shipped at one time (in one or more shipments), without storage. Title to products and risk of loss pass to You and delivery occurs when Freecardmachine.co.uk tenders the products to a shipping agent for delivery to You or Your designee.

### **Storage Only Option (stock and custom products)**

Freecardmachine.co.uk will manufacture or procure, and will store products for You, and will invoice You when the products are placed in storage, for the price of the entire quantity of the products and for the full storage period to be paid in advance.

Freecardmachine.co.uk will ship from storage upon request. No storage period may exceed the warranty period for the products involved. Title to products and risk of loss pass to You and delivery occurs when Freecardmachine.co.uk delivers the products to the applicable storage facility.

### **Expiration of Storage Period**

If products remain in storage at the end of the period, You agree to elect either (a) shipment of those products, or (b) further storage only, for up to six additional months, to be billed in advance (You shall bear all risk of obsolescence and ageing of the products, and waive any warranty or other claims with respect thereto).

### **Warehouse Responsibility**

Under the Storage Only Option, Freecardmachine.co.uk will assume the duties of a warehouseman, and will be responsible for losses to the products caused only and solely by its negligence as a warehouseman (excluding, e.g., damage due to casualty losses), not to exceed the value of any damaged products, and subject to the damage limitations contained in this Agreement.

## **CUSTOM PRODUCT ORDERS**

The following pertain only to orders for custom products, which for the purposes of this Agreement are defined as products bearing Your requested artwork, logo or name, made pursuant to Your specifications, packed in unique quantities, dimensions, or packaging, procured specially on Your behalf from third parties, or differing in any other respect from Freecardmachine.co.uk's stock products:

- A. All custom products on which manufacturing has commenced, together with raw materials and finished goods made or procured as a result of this Order, must be purchased.
- B. Multiple Manufacturing Run (MMR) prices for custom products are firm for the first run. For subsequent runs, prices are subject to adjustment to reflect changes in raw material costs.
- C. Freecardmachine.co.uk may ship in quantities of 10% over or underrun. Shipments will be made to the whole carton nearest the quantity ordered. Billing, however, will be for the actual quantity shipped.
- D. If Freecardmachine.co.uk ships conforming products and you reject such shipment for any reason other than the failure of the products to conform to this Agreement ("wrongful rejection"), or after delivery revoke acceptance of custom products or any part of them for any reason other than the failure of the products to conform to this Agreement ("wrongful revocation"), or fail to purchase custom products for which You have caused manufacturing to be commenced and / or raw materials or finished goods to be procured, Freecardmachine.co.uk may invoice You, and may hold the products at Your risk of loss or damage to the products, and maintain an action for breach of this Agreement and recover Freecardmachine.co.uk's loss.
- E. If You terminate Your relationship with Freecardmachine.co.uk before completion and shipment of all pending Orders, You are obligated to purchase all finished custom products, all work in process, and all raw materials dedicated to such custom products.

## **WARRANTIES AND WARRANTY REMEDIES**

Freecardmachine.co.uk warrants that the consumable products it manufactures and sells will be of workmanlike quality and free from material defects, and will meet their performance specifications (as amended by printers proofs, if any) for six months after manufacture for labels and ribbons, and twelve months after manufacture for forms or other products.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, Freecardmachine.co.uk DISCLAIMS ALL WARRANTIES, TERMS AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES, TERMS OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THOSE ARISING FROM

A COURSE OF DEALING AND THOSE OF COMPATIBILITY WITH ANY PARTICULAR EQUIPMENT OR CONDITIONS.

Freecardmachine.co.uk's sole liability, and Your exclusive remedy, for breach of warranty shall be limited to repair, replacement, or refund/credit, at Freecardmachine.co.uk's discretion, for products returned during the warranty period.

This warranty shall not apply to products that have been subjected to accident, misuse, neglect, alteration, improper storage or installation, repair, or improper testing. Items repaired or replaced by Freecardmachine.co.uk shall be subject to the above warranty to the same extent as originally delivered.

If the products are purchased for re-sale, the foregoing warranties may be passed through to the end user, subject to the limitations and requirements herein. Any products bearing a third party's name or logo shall be subject solely to the warranty provided by the third party.

#### **LIMITATION OF LIABILITY**

Freecardmachine.co.uk SHALL NOT BE LIABLE TO YOU OR ANYONE CLAIMING THROUGH YOU FOR LOSS OF PROFITS, REVENUE, DATA OR TIME, OR FOR INCIDENTAL, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, STATUTE OR OTHERWISE, EVEN IF Freecardmachine.co.uk IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Freecardmachine.co.uk SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN MANUFACTURING OR SHIPMENT.

EXCEPT FOR CLAIMS FOR BODILY INJURY OR DEATH, Freecardmachine.co.uk's LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PRICE ACTUALLY PAID FOR THE PARTICULAR PRODUCTS CAUSING DAMAGE. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS IN THIS AGREEMENT, AND WILL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF AN ORDER OR OTHER AGREEMENT.

#### **REMEDIES**

**Delinquencies.** Failure to timely pay for goods permits Freecardmachine.co.uk, in addition to other available remedies at law or equity, to suspend any services or further shipments of products, and to reclaim and recover products for which payment in full has not been made.

On the occurrence of either party's bankruptcy or insolvency, all Orders automatically terminate unless the non-insolvent party elects to have any such Order continue.

**Rejections, Revocations, and Shortage Claims.** If Freecardmachine.co.uk is unable within 30 days to resell stock products that are wrongfully rejected or are wrongfully revoked, Freecardmachine.co.uk shall invoice You, and may hold the products at Your risk of loss or damage to the products and maintain an action for breach of this Agreement and recover

Freecardmachine.co.uk's loss. Any returns that Freecardmachine.co.uk elects to accept in its sole discretion are subject to a 25 percent or £10 restocking fee whichever is the greater.

Any claim for a credit or additional product due to short shipments, insufficient quantity or wrong products must be made in writing within 14 days of receipt, or is deemed waived.

## **GENERAL**

Proofs, Test Runs, Logo. Freecardmachine.co.uk may require You to approve a printing proof based on original copy supplied by You. If so, Freecardmachine.co.uk will create one proof and mail it to You. However, if You terminate this Agreement before paying for any products under it, You will pay Freecardmachine.co.uk for the reasonable costs incurred in preparing the proof. You will pay Freecardmachine.co.uk for all reasonable costs incurred in altering the proof. Changes approved by You shall supersede any performance specification to the extent of any conflict. Unless otherwise agreed, Freecardmachine.co.uk shall also charge You for test runs if the subject product meets stated specifications.

Freecardmachine.co.uk may place its logo or other identifying mark on products unless otherwise specified in the Order.

### **Termination by Freecardmachine.co.uk**

Freecardmachine.co.uk may terminate this Agreement or any transaction under it if You are subject to any affirmative act of insolvency or any petition or action under any bankruptcy, reorganisation, insolvency arrangement, liquidation or receivership or any other law or laws for the relief of, or relating to, debtors or make an assignment for the benefit of creditors or cease to do business; it may also do so upon Your repudiation or wrongful rejection, and recover Freecardmachine.co.uk's loss.

### **Special Requests**

Special requests for storage type or location, or modes of shipment or invoicing procedures (such as split shipments or billings), will be accommodated in Freecardmachine.co.uk's discretion subject to payment of all extra freight or other charges Freecardmachine.co.uk incurs, and an administrative fee.

### **Inconsistent Terms**

The foregoing are Freecardmachine.co.uk standard terms and conditions. Terms contained in Your purchase orders or other forms that inconsistent with these terms, or at that are in addition to them, shall be of no force or effect, and are hereby rejected.

### **Infringement**

Unless set forth in writing, Freecardmachine.co.uk assumes no liability to You for the infringement, actual or alleged, of any third party's patent, copyright, trade secret, or trademark. You indemnify and agree to hold Freecardmachine.co.uk harmless against claims of infringement relating to or arising out of Your product designs, copy, artwork, or intellectual property.

## **Disputes and Governing Law**

This Agreement is governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts. No action may be brought more than eighteen months after the cause of action has accrued.

## **Excused Performance**

A party shall be excused from any failure to comply with this Agreement, other than tender of payment, arising from any cause beyond its control, including without limitation such things as lack of or inability to obtain raw materials or printing proofs, strikes, fires, floods, acts of God, severe weather, carrier delay, labour disputes, riots, war, terrorism, embargo, and acts or allocations of governmental authorities whether or not valid.

## **Entire Agreement**

Amendment and Waiver. This Agreement is the entire agreement between Freecardmachine.co.uk and You with respect to the products described on the attachments to or face of this form, or on future supplements, schedules or amendments, and supersedes all prior communications, including oral and written proposals, and controls over purchase orders and acknowledgements. This Agreement cannot be amended or waived, wholly or in part, by implication or otherwise, except in writing signed by You and an authorized Freecardmachine.co.uk representative.

## **Third Party Rights**

Unless the third party is referenced by name and You and Freecardmachine.co.uk expressly agree in writing that this clause is overruled, a person who is not party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **Freecardmachine.co.uk Privacy Policy**

Freecardmachine.co.uk takes your privacy concerns very seriously and confirms to users of this site that we will not sell or rent individual user information to others and will only share information in accordance with this privacy policy.

## **Your Account**

We are committed to keeping customer information confidential and used solely for the purpose of serving you better.

Terra Management LTD are required under data protection legislation to notify you of the information contained in this privacy notice. We have a duty to keep your data secure and maintain your confidentiality and we will do so.

There is a data manager who can be contacted at [hello@freecardmachine.co.uk](mailto:hello@freecardmachine.co.uk)

We will process your data on the lawful basis that this is pursuant to the contract between you as our customer and us as your product supplier. We do not envisage that we will need to process any special category data (being data relating to race, ethnic origin, political

opinion, religious or similar beliefs, membership of trade unions, physical or mental health or condition, genetic data, biometric data, sexual life and orientation) or data relating to criminal convictions.

We will only process and use your data for the purpose of performing the contract we have entered into and not for any other purpose. Your data is held both on our computer systems. We have an obligation to keep this data accurate and we will endeavour to do so. Similarly, you are obliged to inform us of any data we hold that may no longer be accurate and we ask that you do so.

Your data will be retained once the contract between us has ended within our CRM system. We hold a very limited amount of information relating to your contact details and purchasing history which we may use for the purposes of marketing (see below

### **Your rights**

You are entitled to request copies of the data we hold about you. You are also entitled to receive confirmation from us that we are processing your data, what that data is, and to ensure that your data is correct and ask for it to be rectified if it is not. In addition, you have the right to object to our processing your data and ask that it be deleted. However, whether we agree to the deletion will depend upon the circumstances and whether we consider it necessary to retain the data for the original purpose for which it was obtained. You also have the right to ask that we transfer data to a third party.

### **Marketing**

As noted already, on the lawful basis that it is a legitimate interest of our business, we may retain your contact details indefinitely (being name, business name, address, contact number and email) for marketing purposes in order to keep you updated with information, including newsletters and details of events. This data may, in the future, be shared with a third-party marketing agent who will process the data on our behalf for these specific purposes. The data will not be shared with anyone else unless we have your specific consent to do so.

If you would like to exercise any of your rights or object to our marketing on the above basis, please email [hello@freecardmachine.co.uk](mailto:hello@freecardmachine.co.uk)

### **Protection and Security of Information**

We protect the privacy of your information using highly secure, password-protected servers. Please see our Security Policy for further information about the online and offline security measures we adopt to protect your information against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data.

### **Accuracy and Updating Information**

We endeavour to keep our information accurate and up to date. Once you have registered online with us, you can check the information we store for your account by visiting our website and logging-in. Then access the "Your Account" link at the top of the page and

"Modify Profile" to display your account information. You can amend any inaccuracies through this facility. Alternatively, you can call us or use "Contact Us" form requesting that we update, modify or delete your account information.

### **Website Tracking**

Like most websites, we use cookies and other internal tracking methods to track the way our website is used by our customers so we understand better how to make the service faster and more user friendly. The information we gather is analysed either in the aggregate or at a customer level, where we feel that the data we collect will help to enhance your purchasing experience.

### **What Are Cookies?**

Cookies assign a unique identification to your computer and store the details on your hard drive via a facility in your web browser. The cookie does not contain any personally identifying information but does permit our website to recognize you each time you return to the Freecardmachine.co.uk website. On arrival your cookie then 'handshakes' with our system, which identifies you and makes it faster for you to log in. If you do not want to use "cookies", most Internet browser programs will permit you to turn them off. Should you do this, you will still be able to access our website as normal.