

# Terms and Conditions

## 1. STANDARD TERMS AND CONDITIONS AND GENERAL TRADING INFORMATION

These Terms and Conditions apply to all orders and supersede all others. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

## 2. PAYMENT TERMS

### 2.1 ACCOUNT

Payment shall be made in full before receive order, unless special settlement terms have been agreed by us in writing.

### 2.2 NON ACCOUNT

Payments must be made upon order placement, order will not proceed to print unless pre payment is received

### 2.3 DISCOUNT

Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

### 2.4 VAT

Some printed items become subject to VAT, dependent on the contents of the artwork. If you place an order and such a payment applies, VAT will be added to your order. You will be contacted to pay the VAT before delivery will be undertaken.

If VAT is notified on your order after the bill has been paid, you as the customer are liable to pay the VAT in full before receiving your delivery.

## 3. OVERDUE ACCOUNTS

3.1 No goods will be delivered on accounts which remain unpaid 14 days after payment is due. We reserve the right to charge interest on overdue accounts, at the rate of 7% above the Kasikornbank Plc MLR rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

3.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

## 4. PASSING OF TITLE AND RISK

4.1 The risk in the goods shall pass to you on delivery.

4.2 All goods, delivered or not, remain our property until payment is received in full.

4.3 Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored to repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for the said purposes.

## 5. PRODUCTS

We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no responsibility will be accepted for error or mis-cription and any resulting loss.

## 6. QUOTATIONS AND CONTRACTS

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to you.

## 7. PRICES

Where applicable all prices quoted are subject to VAT at the current rate.

## 8. DELIVERY

8.1 Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

8.2 Panatda Graphic Design accepts no responsibility for deliveries being missed due to non payment. It is the customers responsibility to ensure that full payment is made before delivery can take place.

8.3 International transit times are approximate and may be subject to customs clearance. Local country restrictions apply. Panatda Graphic Design will not be held responsible for any delay of delivery of the goods with international deliveries.

8.4 Panatda Graphic Design cannot be held responsible for any customs and excise charges that may occur from the import or export of your goods.

## 9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

## 10. CLAIMS

10.1 Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days of delivery.

10.2 All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 working days of receipt of goods or such goods shall be deemed to comply as to quality and quantity within the terms of the contract.

10.3 You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

10.4 Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice.

10.5 Panatda Graphic Design requires any printing to be returned in full before agreeing to reprint. If Panatda Graphic Design deem the printing to be of sufficient quality, and within tolerance we reserve the right to return the goods and refuse a reprint or refund.

## 11. LIABILITY

11.1 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.

11.2 We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10.

11.3 We are not liable for any financial loss incurred by you, including but not limited to expenses incurred by you, interest payments & loss of earnings or similar gains you would have received on monies paid to us in lieu of any unfulfilled order.

11.4 Nothing in these terms and conditions shall affect the rights of a consumer.

## 12. REFUNDS

12.1 We Reserve the right to rectify defective work by reprinting and shall not be liable to refund.

12.2 Panatda Graphic Design will credit your account if we deem a refund should be made

12.3 If we offer to replace you must accept such an offer unless you can show clear cause for refusing to do so.

12.4 If you do opt to have work re-done by a third party without reference to us you automatically revoke your right to any remedy from us.

12.5 All defective work must be returned to us before replacement, if the subject work is not available we will assume that it has been accepted and no replacement will be provided.

12.6 Refunds will take 3 to 4 working days to complete once Panatda Graphic Design has agreed to refund. This cannot be completed any faster.

12.7 CANCELLATION CHARGES Any costs incurred for work already carried out up to the date of written cancellation will also be charged for and deducted before any refunds are made. If the order has not yet been paid for then an invoice will be raised for the amount concerned and sent to the responsible party.

## 13. SAMPLES

These will be submitted on approval and will be charged if not returned in good condition withing 14 days. Accounts at any time after payment becomes due and shall be in addition.

## 14. QUANTITY CHANGES TO ORDERS

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.

## 15. ARTWORK AND PRINTING

15.1 The entire copyright throughout the world in all printing plates, litho positives and negatives, artwork, designs, photographic transparencies, negatives or positives and any other artistic craftsmanship made by or for Panatda Graphic Design pursuant to or in implementation of any contract with the customer shall belong to Panatda Graphic Design Co., Ltd. agrees that unless the customer becomes in default of any obligation to make any payment to Panatda Graphic Design Co., Ltd. , it will not reproduce any such items for any competitor in business of the customer.

15.2 All artwork is printed using CMYK unless otherwise requested by the customer. Such a request will incur an additional fee.

15.3 All design charges must be paid upfront.

15.4 Once your design project is initiated and any preliminary artwork has been created by Panatda Graphic Design, all retainer payments made by you become non-refundable.

15.5 Once you have placed your order, you have 1 hour to make changes to the artwork you have supplied, after this time you will become liable to charges if you need to amend or supply new artwork.

15.6 We only quote for one design per kind, any additional are chargeable.

## 16. PROOFS

16.1 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 500 THB administration fee.

16.2 Please note that the colour of the printed item will be affected by the type of material chosen for the artwork to be printed on, as well as any applied Lamination or Varnish.

16.3 Please read thoroughly as all proofs, once passed, are deemed correct and ready to go to print, and the responsibility passes to the customer. You will need to view all PDF proofs at 100% to see the exact size of your product when printed. We will not be held responsible for any mistakes, viewing, spelling, punctuation, contact details or layout. We will not commence print until we have received a copy of the final proof with a written confirmation to go to print either by email, fax or post.

16.4 Proofs are NOT supplied as standard. Proofs must be requested by the person ordering at the time of ordering in writing, verbal confirmation will not be accepted.

## 17. ON HOLD

17.1 If we have not been notified after 14 days a 5% charge of the total value of the original order will be made plus a 500 THB administration fee.

17.2 We reserve the right to throw away your job after 28 days of ordering. Please note you will still be liable to pay the full charge of the total value unless the job is cancelled within the 28 days to which the cancellation charges will apply.

## 18. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

## 19. MISCELLANEOUS

The contract between ourselves the Company and the Customer shall be governed by and construed in accordance with Thai Law.

## 20. COMPLAINTS

Complaints must be made in writing within 48 hours of receiving your goods. Any complaints made after this time period are void of any right to refund or reprint.