



Terms and Conditions

Definitions

The Seller is Vidioh Ltd, whose registered office is "The New Boathouse, Mill Lane, Maidenhead, Berkshire, SL6 0AA, UK".

Applicability of terms and conditions

Each order placed with the Seller shall be governed by the present Terms and Conditions. The Seller reserves the right to modify the present Terms and Conditions at any time by publishing a new version.

Formation of contract

The contract between the Seller and the Purchaser comprises the Order Confirmation signed by the Seller (the 'Order') and these Terms & Conditions. Any other terms proposed by the Purchaser are excluded. The Seller reserves the right to refuse orders, notably in the case of unpaid invoices or insolvency.

Price & Payment

The Price and payment terms are set out in the Order Confirmation. If payment terms are not set out in the Order, 50% of the payment is due immediately upon order, and the remaining 50% on delivery of the goods. The Seller reserves the right to charge interest on any overdue payment at in accordance with the Late Payment of Commercial Debts (Interest) Act. All prices quoted are exclusive of VAT.

Variations

If the Purchaser wishes to change anything in the Order, the request must be made in writing. The Seller will inform the Purchaser whether it is willing to agree to the change and, if so, what will be the impact on the price and delivery date. The Purchaser must notify the Seller in writing within 7 days if these changes are accepted and if so, the price and delivery date will be adjusted by the Seller. The Seller will not proceed with the change until this notice is received. A request to reduce the quantity of Products ordered will not result in a price reduction unless otherwise agreed in writing by the Seller.

Returns

The Products are non-returnable, unless they are deemed defective under section "WARRANTY & LIABILITY".

Delivery

All delivery dates given by the Seller are given in good faith but dates are not guaranteed and the Seller will not be liable to the Purchaser for any delay in delivery.

Ownership & Risk

The risk of loss or damage to the Products passes to the Purchaser upon delivery. Ownership in the Products will remain with the Seller until payment in full of all amounts due from the Purchaser have been received by the Seller.

Warranty & Liability

The Seller will exercise reasonable skill and care in the manufacture or preparation of Products (where applicable) and follows a stringent quality control process with an expected defect rate is

0.5%. Any defects should be notified within one month of delivery and the defective Product returned to the Seller at the Purchaser's expense. When the Seller accepts that the defect is due to faulty workmanship or materials the Seller will have the option either to refund or replace the defective Product. The warranty given above will not apply to defects which are due to: fair wear and tear, accidental damage or failure by the Purchaser to adhere to the Seller's recommendations.

Force Majeure

The Seller will not have any liability to the Purchaser if prevented from performing the Contract on account of force majeure which includes, but is not limited to severe weather conditions, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, the Seller reserves the right to cancel or delay the Order.

Intellectual Property

All designs and intellectual property rights in Products are and will remain the sole property of the Seller. Under no circumstances will the Purchaser copy or make use of any of the Seller's designs and other intellectual property rights.

Purchaser Default

If the Purchaser (a) commits a breach of contract, or (b) fails to make a payment on the due date, or (c) becomes insolvent or has a receiver or liquidator appointed then, in any such case, the Seller shall be entitled to cancel the contract and repossess any Products for which payment has not been received in full.

Law & Disputes

The contract between Seller and Purchaser is governed by English law. Any dispute which cannot be settled amicably will be referred to mediation at the request of either party. CEDR (the Centre for Effective Dispute Resolution) will arrange the mediation. Any dispute that is not settled will be resolved in the English courts.

Video Content

The Purchaser must have the necessary rights to use, publish and share all of the images, music and data contained within the supplied video content. The Seller reserves the right to refuse to use any video content it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal.

Artwork/Video/Logo Requirements

All supplied artwork and files need to adhere to the specification and cutter guide (if provided). The artwork must include the following text and logo:

