



KOMO MEDIA

122 St Andrews Road

Glasgow, G41 1PF

Company Registration No. Sc497629

About us

1.1 Komo Media Ltd (company number SC497629) (“us”, “our”, “we”, Komo Media”) is a company registered in Scotland and our registered office is at 1 Eagle Street, Craighall Business Park, Glasgow, Scotland, G4 9XA, and trading address from 122 St Andrews Road, Glasgow, G41 1PF. We operate the website komomedia.com (Website).

1.2 To contact us telephone our customer service team at 01413438080 or email sales@komomedia.com. How to give us formal notice of any matter under the Contract is set out in clause 14.2.

Our Contract with you

1.3 These terms and conditions (Terms) apply to the order by you and supply of goods by us to you (Contract). No other terms are implied by trade, custom, practice or course of dealing. If an individual is placing an order on your behalf, you confirm that individual has the necessary authority to bind you to any order and Contract.

1.4 The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. No other terms and conditions (including, without limitation, any standard terms and conditions printed on the reverse of your purchase orders, quotations, invoices, booking forms or acknowledgements) shall form part of or be incorporated within any Contract.

1.5 Please read these Terms in full before you submit any order for Goods. Your attention is particularly drawn to clause 11.

1.6 These Terms and the Contract are made only in the English language.

1.7 You should print a copy of these Terms or save them to your computer for future reference.

2. Placing an order and its acceptance

2.1 Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (Goods) subject to these Terms.

2.2 Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.



KOMO MEDIA

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Company Registration No. Sc497629

2.3 After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted.

2.4 Our acceptance of your order takes place when we send the email to you to accept it, at which point the Contract between you and us will come into existence.

2.5 If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

3. Our Goods

3.1 The images of the Goods on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Goods. The colour of your Goods may vary slightly from those images.

3.2 The packaging of your Goods may vary from that shown on images on our site.

3.3 We reserve the right to amend the specification or description of the Goods if required by any applicable statutory or regulatory requirement.

3.4 Whilst we make every effort to produce Goods that match any specification or description set out in your order in all material respects, you accept that all sizes, capacities, dimensions and measurements referenced therein have a 2% tolerance.

3.5 The quality and/or resolution of any images, pictures, branding or other artwork displayed on the Goods shall vary and is entirely dependent upon the quality and/or resolution of Materials (as defined in clause 4.1 below) provided.

4. Content Rules

4.1 Any of artwork, content or other materials which you provide to us in connection with the printing and/or production of the Goods ("Materials") must not:

- (a) Be defamatory of any person.
- (b) Be obscene, offensive, hateful or inflammatory.
- (c) Bully, insult, intimidate or humiliate.
- (d) Promote sexually explicit material.
- (e) Include child sexual abuse material.



KOMO MEDIA

122 St Andrews Road

Glasgow, G41 1PF

Company Registration No. Sc497629

- (f) Promote violence.
- (g) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (h) Infringe any copyright, database right or trademark of any other person.
- (i) Be misleading or likely to deceive any person.
- (j) Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (k) Promote any illegal content or activity.
- (l) Be in contempt of court.
- (m) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (n) Be likely to harass, upset, embarrass, alarm or annoy any other person.
- (o) Impersonate any person or misrepresent your identity or affiliation with any person.
- (p) Give the impression that the Materials emanates from a third party, if this is not the case.
- (q) Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- (r) Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

4.2 Any Materials you provide in connection the Goods must:

- (a) Be accurate (where it states facts);
- (b) Comply with the law applicable in Scotland, England and Wales and in any country from which the Goods are distributed.

4.3 We may at our sole discretion and without prejudice to any other rights we may decline to print any Goods which we reasonably believe is in breach of our content rules set out in this clause 4 below or is otherwise objectionable to us.



KOMO MEDIA

122 St Andrews Road

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Company Registration No. Sc497629

5. Your Obligations

5.1 You shall:

- (a) co-operate with the Komo Media in all matters relating to the production of the Goods; and
- (b) provide to the Komo Media in a timely manner all documents, information, items and materials in any form reasonably requested by Komo Media in connection with the production of the Goods and ensure that they are accurate and complete.

5.2 If Komo Media's performance of its obligations under a Contract is prevented or delayed by acts or omissions of you, your agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Komo Media shall be allowed an extension of time to perform its obligations equal to the delay caused by you.

6. Delivery, title and risk

6.1 The available delivery option and methods of carriage of the Goods are chosen by us and will be displayed on the Website or trade service directly. If you require a different form of delivery, please contact customer service on 01413438080. Unfortunately, we do not deliver to addresses outside the UK.

6.2 We will contact you with an estimated delivery date. Whilst we will make reasonable efforts to comply with the estimated delivery date, any such dates are estimates only and Komo Media shall not be in breach of any Contract for not meeting our estimated delivery dates. In the event of a significant delay in delivery, your sole remedy shall be limited as set out in clause 6.3 below.

6.3 If there is a significant delay in delivery or we otherwise fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of Goods.

6.4 Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 13 (Events outside our control) for our responsibilities when this happens.

6.5 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time irrespective of whether you (or someone on your behalf) is present to accept delivery of the Goods.

6.6 You own the Goods once we have received payment in full, including all applicable delivery charges.



KOMO MEDIA

122 St Andrews Road

Glasgow, G41 1PF

Company Registration No. Sc497629

6.7 All Goods are carefully inspected and packed before delivery. We will not be liable for damage, loss or delay to the Goods during transit however caused and all claims by you regarding such damage, loss or delay should be made immediately to the carriers concerned.

6.8 Notwithstanding any other provision and without prejudice to our other rights, we reserve the right to suspend further deliveries of the Goods without notice or liability to you if you are in breach of your obligations under these Terms until any such breach is remedied by you.

7. Collections

7.1 We only permit collections of the Goods with prior notice and in mutual agreement with us.

7.2 Any agreed collections of the Goods will not take place before 8pm on the agreed collection date.

7.3 Please note that as part of the measures implemented to mitigate the impact of COVID-19, we have temporarily suspended all collections. We will review this policy regularly and update these terms if this changes.

8. Price of goods and delivery charges

8.1 The prices of the Goods will be as quoted on the Website at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 8.5 for what happens if we discover an error in the price of Goods you ordered.

8.2 We may from time to time offer price discounts or offers to you. Any price discounts or offers and any requirements or limitations thereof will be as described on the Website or Email. You may be required to include a discount code or take certain steps in order to benefit from the price discount or offer. It is solely your responsibility to take these steps.

8.3 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.

8.4 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.

8.5 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process before you confirm your order. To check relevant delivery charges, please refer to the deliveries section in our Frequently Asked Questions Please contact via email to sales@komomedia.com



KOMO MEDIA

122 St Andrews Road

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Company Registration No. Sc497629

8.6 We sell a large number of Goods through our Website and our production unit at Komo Media. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

(a) where the Goods' correct price is less than the price stated on our Website, we will charge the lower amount when dispatching the Goods to you; and

(b) if the Goods' correct price is higher than the price stated on our Website or Quotations, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

9. How to pay

9.1 You can only pay for Goods using a debit card or credit card. We accept most major debit and credit cards. For more information, please refer to the payment section in our FAQs.

9.2 Payment for the Goods and all applicable delivery charges is in advance.

9.3 Payment for the Goods shall be made at the time you make your order.

9.4 We will not dispatch your Goods unless payment has been made and securely received by in full.

10. Our warranty for the goods

10.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

10.2 We provide a warranty that on delivery, the Goods shall:

(a) subject to clause 3, conform in all material respects with their description; and

(b) be free from material defects in design, material and workmanship.



KOMO MEDIA

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Company Registration No. Sc497629

10.3 Subject to clause 10.4, if:

- (a) you give us notice in writing within a 3 days of delivery that some or all of the Goods do not comply with the warranty set out in clause 10.2;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us at your cost, we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

10.4 We will not be liable for breach of the warranty set out in clause 10.2 if:

- (a) you make any further use of the Goods after giving notice to us under clause 10.3;
- (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (c) the defect arises as a result of poor quality or low resolution Materials provided;
- (d) you alter or repair the Goods without our written consent;
- (e) the defect arises as a result of fair wear and tear, lack of care, wilful damage, negligence, abnormal storage or working conditions, incorrect use or any circumstances beyond our control; or
- (f) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

10.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 10.2 to the extent set out in this clause 10.

10.6 The terms implied by law, including sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

10.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

11. Our liability: your attention is particularly drawn to this clause.

11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) any other liability that cannot be limited or excluded by law.



KOMO MEDIA

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Company Registration No. Sc497629

11.3 Subject to clause 11.2, we will under no circumstances be liable to you for:

- (a) any loss of earnings, profits, sales, business, or revenue;
- (b) loss of business opportunity; or
- (c) loss of anticipated savings; or
- (d) loss of goodwill; or
- (e) any indirect or consequential loss.

11.4 Subject to clause 11.2, our total liability to you for all losses arising under or in connection with each Contract will in no circumstances be the price of the Goods paid by you under the same Contract.

11.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

12. Our Intellectual Property Rights in the Website

12.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

12.2 You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

12.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

12.4 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

12.5 If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.



KOMO MEDIA

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Company Registration No. Sc497629

13. Events outside our control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).

13.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

13.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you can either cancel the entire order and return any relevant Goods already received to us in exchange for a refund or you can keep any relevant Goods already received provided that you have paid for them and we will refund the price you have paid for any parts of the order you have not received.

14. Communications between us

14.1 When we refer to "in writing" in these Terms, this includes email.

14.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

14.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

14.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.



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Company Registration No. Sc497629

15. General

15.1 Assignment and transfer.

(a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this Website if this happens.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

15.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

15.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

15.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

15.6 Governing law and jurisdiction. This Contract is governed by Scottish law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the Scottish courts.