



HOGARTH BLAKE LTD
GENERAL TERMS & CONDITIONS OF SALE

Hogarth Blake Ltd - General Terms & Conditions of Sale

PLEASE READ THIS DOCUMENT CAREFULLY - IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS. ANY PERSON(S) OR ORGANISATIONS FOUND TO BE IN BREACH OF THE TERMS AND CONDITIONS FOUND WITHIN THIS DOCUMENT WILL BE VIOLATING APPLICABLE LOCAL & INTERNATIONAL LAWS AND MAY BE SUBJECT TO UNLIMITED LITIGATION WITHOUT NOTICE FROM HOGARTH BLAKE LTD, PARTNERS & AFFILIATES.

General

1. This Terms of Sale Agreement (this "Agreement") constitutes a binding legal contract between YOU ("the client", "the BUYER", "your" etc.) and HOGARTH BLAKE LTD. ("The Seller", "The Company", "Us", "We", "Our" etc., and / or the owner and operator of the "<http://www.hh-bb.com>" website ("Site", "Website", "Administrator" etc.) with regards to goods and / or services ("the Item", "the Product", "the Good") sold on the website or beyond.
2. Company will not be bound by any terms of BUYER's order that are inconsistent with the terms herein. Acceptance by BUYER of these terms may be made either (a) by written acceptance, or (b) by receipt by BUYER of delivery of any products described on the face of this Form ("Products").
3. The Agreement shall not be modified except in writing, signed by the parties hereto. No waiver by Seller of any default or provision hereof shall be deemed a waiver of any subsequent default or provision.
4. By ordering any Product or Service via us, you signify your acceptance of these terms, as it may be amended or supplemented at any time. These Terms of Sale are subject to change without prior written notice at any time, in Company's sole discretion, and such changes shall apply to any purchases made after such changes are posted to the Site.
5. Therefore, you should review these Terms of Sale prior to each purchase so you will understand the terms applicable to such transaction. If you do not agree to these Terms of Sale in full, do not make any purchases from us.
6. By purchasing goods, you are indicating that you have read and fully understand this agreement and agree to be bound by the terms and conditions as detailed below by HOGARTH BLAKE LTD.
7. If you do not agree with these terms and conditions then you must not purchase or use any related Goods or Services. If you are already using them, then you must stop immediately.

Product(s) characteristics

1. HOGARTH BLAKE LTD makes every effort to honour this Product with regards to its advertised physical aspects such as dimensions, colour, finish and delivery. However, under no circumstances do we guarantee uniformity on every unit and slight variations may occur.
2. HOGARTH BLAKE LTD makes every effort to ensure that the facts and details within this Product are accurate, however we do not warrant that the descriptions or other content on the Product are accurate, complete, reliable, current or error-free. We will not be responsible for any misinformation, damages or losses resulting from your use or the inability to use Products or resulting from any incorrect facts within.
3. This Item is not to be re-sold, re-distributed, re-marketed or otherwise subcontracted without an official written license from HOGARTH BLAKE LTD., authorised by its directors and / or management personnel.
4. Should an official license be granted, this Product is to be sold as is; other terms and conditions will apply to the licensee.
5. This Product is intended for general educational research purposes only. HOGARTH BLAKE LTD does not recommend using it for any other purpose. It is not a substitute for medical advice, psychiatric advice, emotional support or similar.
6. You must not use this Product for criminal purposes or for anything offensive, obscene, defamatory, libelous, pirated, racist or anything that breaks copyright or trademark law.
7. This Product must not be used for any Goods or Services involved with pornography or adult materials.
8. We will not be responsible for any losses resulting from your use or the inability to use this Product or resulting from unauthorized access to, or alteration of this Product in circumstances beyond our control.
9. We will not be responsible for your loss of profits, wasted expenditure, corruption or destruction of data or any other loss however caused from purchasing and / or using this Product.
10. We make no promise that our website and / or services will be uninterrupted or entirely error free. Because of the nature of the Internet, the fulfillment Service is provided on an "as is" and "as available" basis. We are not

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responsible to you if we are unable to provide our Internet Services for any reason beyond our control e.g. power failures, ISP errors, acts of terrorism.

11. Reference to any Products, Services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.
12. This Item is not to be re-sold, re-distributed, re-marketed or otherwise subcontracted without an official written license from HOGARTH BLAKE LTD, authorised by its directors or management personnel. Should an official license be granted, this Product is to be sold as is; other terms and conditions will apply to the licensee.
13. We have made every effort to display the Items featured on this Site as accurately as possible. Please note, however, that the colours we use, as well as the display and colour capabilities of your particular computer monitor, will greatly affect the colours actually seen on the screen. The Site cannot be responsible for the limitations of your monitor's display of any colour or detail. For optimal viewing, we recommend setting your monitor to 1024 x 768.

Payments

1. We accept several methods of payment including all major debit and credit cards & Paypal. All monies must clear in the designated account(s) before the delivery process begins, unless otherwise approved by our directors and / or management.
2. We reserve the right to refuse or cancel any purchase at any time in our sole discretion.
3. By submitting an order through us, you authorize the Company, or its designated payment processor, to charge the account you specify for the purchase amount. All payments are to be made in Pounds Sterling (GBP) (£). If you choose to pay in another currency, you are wholly responsible for any currency exchange rates, fluctuations and / or transfers.
4. Prices and orders do not include Federal, State or local excise, sales, use or other taxes now or hereinafter enacted, which are applicable to the Products sold hereunder or this transaction (excluding only taxes based on Seller's income), which tax or taxes will be added by Seller to the sales price when Seller has the legal obligation to collect the same and will be invoiced to and paid by BUYER, unless BUYER provides Seller with a proper tax exemption certificate. In the event Seller is required to pay any such tax, fee or charge at the time of sale or thereafter, the BUYER shall reimburse Seller therefore.
5. Prices quoted are for the Products and services described on the face hereof only and do not include technical data, proprietary rights of any kind, patent rights, qualification, environmental or other than Seller's standard tests unless expressly agreed to in writing by Seller.
6. Any order for a standard Product with a published price accepted by Seller and terminated by BUYER prior to shipment, shall be subject to a termination charge of not less than ten percent (10%) of the order value to cover costs of processing and order handlings. Termination thereof within thirty (30) days before shipment shall be subject to a written acceptance by Seller and termination charge of not less than twenty-five percent (25%) of the order value, thereafter no such order may be terminated except by mutual agreement in writing. No order for nonstandard products or products without a published price may be terminated by BUYER except by mutual agreement in writing. Terminations by mutual agreement are subject to the following conditions:
 - BUYER will pay, at applicable contract prices, for all Products that are completely manufactured and allocable to BUYER at the time of Seller's receipt of notice of termination;
 - BUYER will pay all costs, direct and indirect, which have been incurred by Seller with regard to Products which have not been completely manufactured at the time of Seller's receipt of notice of termination, plus a pro rata portion of the normal profit on the contract;
 - BUYER will pay a termination charge on all other Products affected by the termination. Seller's normal accounting practices shall be used to determine costs and other charges. To reduce termination charges, Seller will divert completed parts, material or work-in-progress from terminated contracts to other customers whenever, in the Seller's sole discretion, it is practicable to do so
 - In the event of a termination, BUYER will have no rights in partially completed goods.

Shipping & Delivery

1. Although the vast majority of our orders are completed within 3-5 working days, please allow up to twenty-one (21) days for delivery; sometimes longer for very large orders or international orders.
2. The price of all Products unless otherwise specifically stated on the face hereof is F.O.B. carrier, at the place of manufacture or warehouse location, which is the address set forth on the face hereof, exclusive of insurance

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cost. The cost of packaging for normal domestic shipment is included in the invoiced price. Where special domestic or export packaging is specified, involving greater expense, a charge will be made to cover such extra expense.

3. Any tangible property purchased through us will be shipped only to the given destination designated by you.
4. We promise to ship Goods in a manner which protects them from predictable damage in postage. However, we do not accept responsibility for any delays, strikes or any other form of inability to deliver said Goods by any Postal Service, courier or transporter that lie out beyond our control.
5. Company will attempt to meet shipment schedules. However, any shipment quotation or forecast on an order acknowledgment is only an estimate of the time required to make shipment and Seller will not assume liability, consequential or otherwise, because of any delay or failure to deliver all or any part of any order for any reason, including its active or passive negligence. Seller reserves the right to allocate inventories and current production in any way it deems desirable.
6. Title to such Products passes from Company to you immediately upon shipment. With respect to Services you purchase through the Site, you acknowledge and agree that upon making such Goods and Services available to you (or to their intended authorized recipients), Company will have fully satisfied its obligation to deliver or otherwise provide such Services, regardless of any failure or inability to use such Services.
7. BUYER shall have the right to inspect the goods upon tender of delivery. Failure of the BUYER to inspect the goods and give written notice to the Seller of any alleged defect or nonconformity within thirty (30) days after tender of delivery shall constitute an irrevocable acceptance by BUYER of the goods delivered to him. Notwithstanding the foregoing, use of any such goods by BUYER, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute acceptance of the goods by BUYER.

Thirty (30) - day money back guarantee

1. HOGARTH BLAKE LTD offers you an unconditional thirty (30) day money back guarantee on this Product from the date of receipt. Any refund claims must be made within the thirty (30) days after receipt of Product. Any refund claims made thirty (30) days after the date of receipt are void and will not be considered by HOGARTH BLAKE LTD.
2. Products may not be returned to us without first obtaining our consent. The request for return and credit must be filed with Seller and shall include purchase order number, approximate date shipped and any and all other identifying numbers (such as invoice number, date of invoice, P.O. numbers, etc.). Each request for return of Products for credit should state the type and quantity of goods, the part numbers and the reasons for the return. If return authorization is granted, Products shall be returned in a clean, well packaged condition. No credit allowance on defectives will be made and no replacement for defectives will be shipped in any event, unless the alleged defectives are, among other things, established to Seller's satisfaction after suitable testing and inspection by Seller.
3. Our internal inspection process requires that we aim to decide on refund requests within seven (7) working days of them being received. In the case of a refund being approved by HOGARTH BLAKE personnel, we aim to begin the refund process within another seven (7) working days. However due to banking and accounting schedules and procedures the entire process may take longer.
4. You are wholly responsible for shipping the Goods back to us, along with any additional paraphernalia and paperwork to this address: HOGARTH BLAKE LTD, PO BOX 57833, LONDON, SE23 1YU, UNITED KINGDOM
5. We shall not take into account any postage costs incurred by you when receiving Goods from you during fulfillment of a refund. Only the monies paid to us in the original transaction will be returned.
6. To begin a refund request e-mail us: hogarthblake@gmail.com, approximate date shipped and all other identifying numbers (such as invoice number, date of invoice, P.O. numbers, etc.).
7. No explanation for your refund is required if requested within the aforementioned thirty (30) day period.
8. However, for internal quality control procedures, we may ask you to fill out a questionnaire with regards to your refund. You are under no obligation to complete this questionnaire.

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your purchase or use of any Product or Services, or any violation of this Agreement or of any law or the rights of any third party.

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Copyright notice

1. All copyright rights in the text, images, photographs, graphics, user interface, and other content provided on the Service and in the Product, and the selection, coordination, and arrangement of such content, including "TIMELINE™" logo, "Adinkra" logo, "Hogarth Blake", "Hogarth Blake" logo, "Griot" logo, "G-Vision™" logo are owned by HOGARTH BLAKE LTD & associates, as applicable among us, or their third-party licensors, to the full extent provided under all national and international copyright laws.
2. Under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Service for any purposes.
3. Nothing stated or implied on the Service confers on you any license or right under any copyright of HOGARTH BLAKE LTD, or any third party.
4. The Service, the Product and the information contained in reference herein are for informational purposes only. Any reproduction, copying, or redistribution for commercial purposes of any materials or design elements of the Service is strictly prohibited, without the prior written consent of HOGARTH BLAKE LTD. Systematic retrieval of data or other content from this Service to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from HOGARTH BLAKE LTD is prohibited.
5. All rights in the Product names, Company names, trade names, logos, Product packaging and designs of HOGARTH BLAKE LTD or third-party Products or Services, whether or not appearing in large print or with the trademark symbol, belong exclusively to HOGARTH BLAKE LTD, as applicable, or their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws, as applicable. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited and nothing stated or implied on this Service confers on you any license or right under any patent, copyright or trademark of HOGARTH BLAKE LTD or any third party.

Errors & Omissions

Stenographic and clerical errors are subject to correction at any time and without warning.

Other

These Terms of Sale, including the Terms of Use, constitute the entire agreement between you and Company regarding purchases you make through HOGARTH BLAKE LTD, superseding any prior agreements between you and Company relating to such purchases. The failure of Company to exercise or enforce any right or provision of these Terms of Sale shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Sale shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions.

This document was updated June 23rd 2008

The hyperlink for this document can be found below:

<http://www.hh-bb.com/uk/terms-of-sale.pdf>

Website:

<http://www.hh-bb.com/>

E-mail us:

hogarthblake@gmail.com

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