

TERMS AND CONDITIONS

1. GENERAL

(A) All quotations are given and all orders are accepted on these terms, which supersede any other terms appearing elsewhere, and shall override and exclude any terms stipulated or incorporated or referred to by the Buyer, whether in the order or in any negotiations, or any course of dealing established between the Seller and the Buyer. All orders hereafter made by the Buyer shall be deemed to be made subject to these terms.

(B) Subject to Clause 2 below, no contract for the sale of goods specified overleaf (“the goods”) shall be concluded until the seller has issued an “Acknowledgement of order” form.

(C) The Buyer acknowledges that there are no representations outside these terms which have induced him to enter into the contract (which expression shall include any contract of which these terms form part) and these terms and those on the face hereof shall constitute the entire understanding between the parties for the sale of the Goods.

(D) No modification of the terms shall be effective unless made by an express written agreement between the parties. The signing by the Seller of any Buyer’s documentation shall not imply any modification of the terms.

2. QUOTATIONS

Quotations are subject to withdrawal at any time before receipt of any unqualified order from the Buyer and shall be deemed to be withdrawn unless so accepted within 30 days from their date.

3. THE PRICE

(A) The Seller reserves the right to increase the price of the Goods before delivery by an amount equivalent to any increase which may have arisen in the cost to the Seller of manufacturing or acquiring or delivering the Goods to that ruling at the date of despatch.

(B) All prices are quoted inclusive of carriage unless otherwise stated on quotation or acknowledgement. Where the Seller has undertaken to provide or arrange carriage from its works to any place of delivery such carriage shall be charged in addition to the price unless otherwise expressly agreed by the Seller in writing.

4. CANCELLATION & VARIATION

The Buyer may not cancel or vary the contract without consent of the Seller, which if given shall be deemed to be an express condition that the Buyer shall indemnify the Seller against all loss, damage, claims or actions arising out of such cancellation or variation unless otherwise agreed in writing.

5. PAYMENT

(A) Unless otherwise agreed the Goods are sold subject to payment in cash payable not more than 30 days after delivery. If payment becomes overdue the Seller shall be entitled to refuse to give up possession of any other part of the Goods except against payment.

(B) Where the Goods are to be supplied or payment therefore is to be made by instalments the failure of the Buyer to pay any instalment in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach of contract.

(C) Interest on all sums due shall run at the rate of 5% per annum over the Base Rate of Lloyds Bank PLC until payment is received after as well as before any judgement therefore.

(D) Payment shall be made in sterling at the office of the Seller.

6. DELIVERY

(A) All delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. Should the Seller be prevented from or hindered in delivering the Goods or any part thereof by reason of war, riot, explosion, fire, flood, strike, lock-out, shortage of materials or labour or any cause beyond the Seller's control, the time for delivery shall be extended until the operation of the cause preventing or hindering delivery has ceased.

(B) Should the Seller be prevented from delivering part of the Goods by reason of any of the causes specified in the preceding sub-clause, the Seller shall deliver and the Buyer shall take and pay for such part of the Goods as the Seller shall be able to deliver in accordance with the contract.

(C) The Seller shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed and the Seller will attempt in so far as is possible to deliver to the Buyer the exact quantities of the Goods so specified, and the purchase price shall be varied proportionately.

(D) If delivery of any item comprised in the Goods has not been made within 3 months of the estimated delivery date (extended as provided in (A) above), then notwithstanding Clause 4 above, the Buyer shall be entitled to cancel its order in respect of that item, but the Seller shall in no circumstances be liable to compensate the Buyer in damages or otherwise for late delivery or non delivery of the Goods or any of them for whatever reason or for any loss consequential or otherwise arising there from.

(E) Delivery shall be deemed take place when the Goods are despatched from the Seller's works.

(F) The Seller shall not be liable for any loss of any kind to the Buyer arising from the damage to the Goods occurring after the risk has been passed to the Buyer however caused, nor shall any liability of the Buyer to the Seller be diminished or extinguished by reason of such loss.

(G) The Seller may at its option cancel or suspend (or suspend and later cancel) all further deliveries under the contract in the event of default by the Buyer in making payment due hereunder or under any other Contract between Seller and the Buyer, or in the event that the Buyer, being a natural person, shall die or become bankrupt, or, being a company shall enter into liquidation or have a receiver appointed or its undertaking property or assets or any part thereof or shall enter or offer to enter into any agreement or composition with his or its creditors, or in the event that anything similar or analogous to any of the foregoing shall occur under the laws of any jurisdiction in which the Buyer is incorporated, resident or carries on business.

7. PASSING OF RISK AND PROPERTY

(A) Risk of loss or damage to the Goods shall pass to the Buyer at the time of delivery but the property in the Goods shall not pass to the Buyer until the whole price has been paid, and until payment the Buyer shall hold the Goods as bailee for the Seller and the following provisions of this Clause (8) shall apply.

(B) The whole of the price shall not be treated as paid until any cheque, bill of exchange or other instrument of payment given by the Buyer has been met on presentation or otherwise honoured in accordance with its terms. The Seller may sue for the whole of the price at any time after it has become payable.

(C) Payments shall be applied to invoices in the order in which they were issued and to Goods in the order in which they are listed in invoices.

(D) In the event of any sale or other disposition of the Goods by the Buyer, the Buyer shall, subject to Clause (F) below, hold on trust for the Seller:-

(a) if the Goods have not been mixed with or incorporated into other goods or processed, the whole of the proceeds of sale; or

(b) if the Goods have been mixed with or incorporated into other goods or processed, a just proportion of the proceeds of sale

(E) The trust declared in sub-clause (D) above shall be void if and to the extent that a trust in like terms arises by operation of law in favour of the Seller.

(F) The buyer shall not:-

(i) pledge the Goods or documents to the title thereto, or allow any lien to arise thereon;

(ii) process the Goods other than in ordinary course of the Buyer's business;

(iii) deal with or dispose of the Goods or documents of the title thereto or any interest therein other than by a sale to an independent purchaser buying for the full value in the ordinary course of the Buyer's business;

(iv) hold itself out as the Seller's agent in respect of the Goods

(G) If the Buyer defaults in the punctual payment of any sum owing to the Seller then the Seller shall be entitled to the immediate return of all Goods sold by the Seller to the Buyer, and the Buyer hereby authorises the Seller to recover the goods or documents and to enter any premises of the Buyer for that purpose. Demand for or recovery of the Goods or documents by the Seller shall not of itself discharge either the Buyer's liability to pay the whole of the price and take delivery of the Goods or the Seller's rights to sue for the whole of the price.

8. DESIGN AND SUITABILITY OF GOODS

(A) Whether the Seller provides design services or not the Buyer bears responsibility for ensuring that the Goods are correctly designed in all aspects and will be suitable for their purpose and safe and without risk to health.

(B) Where the Seller provides design services it will provide a copy of the design and all relevant specifications to the Buyer who must instruct a competent person to consider the design and approve or suggest amendments to it. Production will not commence until full written approval of the design has been issued by the Buyer. If the Buyer instructs the Seller to proceed with production before issuing full written approval, then the Buyer shall bear costs expenses loss and damage associated therewith.

(C) The Buyer shall inspect and test (if untested by the Seller) the Goods immediately on delivery thereof and shall within fourteen days from such delivery give notice to the Seller of any matter or thing by reason whereof the Buyer may allege that the Goods are not in accordance with the Contract or are defective in material or workmanship. If the Buyer shall fail to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the contract and the Buyer shall be deemed to have accepted the Goods accordingly. In the event that the Buyer establishes to the Seller's reasonable satisfaction that the Goods are not in accordance with the contract the Buyer's sole remedy in respect of such a non-accordance shall be limited as the Seller may elect to the replacement of the Goods or refund of the purchase price against return of the reworking against the return of the Goods.

(D) The Seller will make good, at the Seller's option by repair or by replacement, defects in such part or parts of the Goods have been delivered and arise solely from faulty materials or workmanship; Provided always that defective parts are within seven working days returned by the Buyer carriage paid and correctly packed to the Seller's works and become the property of the seller if replaced. All Goods must be stored in suitable conditions and used in the order in which they were delivered.

(E) The Seller will use all reasonable endeavours to procure for the Buyer the benefit of such warranties and other rights as are conferred on the Seller in relation to defects in such part or parts of the Goods as are not of the Seller's manufacture by the terms of the Seller's agreement with the suppliers of the Goods.

(F) These terms set out the Seller's entire liability in respect of the Goods, and the seller's liability under these terms shall be in lieu and to the exclusion of all other warranties, condition terms and liabilities express or implied statutory or otherwise in respect of the quality or the fitness for any particular purpose of Goods or otherwise howsoever except any implied by law or statute and which by law or statute cannot be excluded. Save as provided in these terms and except as aforesaid the Seller shall not be under any liability, whether in contract, tort, or otherwise in respects of defects in the Goods or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or from any work done in connection therewith.

9. SELLER'S PROPERTY AND PROPERTY SUPPLIED

(A) All the property supplied to the Seller by the Buyer, including property of the Buyer shall be held at the risk of the Buyer.

(B) Whilst every care will be taken by the Seller to secure the best results where materials or equipment has been supplied by the Buyer, the Seller accepts no liability or responsibility for such materials or equipment.

(C) The Seller reserves the right to make an additional charge if an Artwork, Photographic Work or Tools supplied require rectification before they can be used.

(D) The buyer undertakes to ensure when supplying materials that sufficient quantities shall be supplied to cover spoilage.

10. LIMITATION OF LIABILITY

The Seller's liability (if any) whether in contract tort or otherwise in respect of any defect in the Goods, or for any breach of the Agreement or duty owed to the Buyer in connection herewith, shall be further limited in aggregate to the price of the Goods In question.

11. SELLER'S LIEN

In addition to any right of lien to which it may be by law entitled the Seller shall be entitled to a general lien on all Goods of the Buyer in the Seller's possession (although such goods or some of them may have been paid for) for all sums, whether liquidated or quantified or not, due from the Buyer to the Seller. The Seller shall not be liable for loss of or damage to the Buyer's property in the Seller's possession either as a result of the exercise by the Seller of its lien or otherwise.

12. INDEMNITY

The Buyer shall indemnify the Seller in respect of all damage injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection therewith arising from the condition or use of the Goods in the event and to the extent that the damage injury or loss shall have been occasioned partly or wholly by the carelessness of the Buyer or his servants or agents or by any breach by the Buyer of its obligations to the Seller hereunder.

13. PATENTS, TRADE MARKS Etc

(A) The goods are sold subject to the rights of any person, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods in any part of the world; and the Buyer will in this respect accept such title to the Goods as the Seller may have.

(B) Where the Goods have been manufactured or constructed according to design or configurations or by processes specified or supplied by the Buyer, the Buyer represents and warrants to the Seller that the Goods as so designed or configured and/or the processes so used do not infringe the rights of any person, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever to restrict the sale or use of the Goods or the use of such processes in any part of the world. The Buyer shall indemnify the Seller against all actions, suits, claims, demands, losses, charges costs and expenses which the Seller may suffer or incur in connection with any claim by any third party alleging facts which if established would indicate a breach of the representation and warranties contained in this condition 13 (B).

14. PROPER LAW

The contract shall be governed by and interpreted in accordance with English Law, and the Buyer submits to the jurisdiction of the High Court of Justice but the Seller may enforce the contract in any court of competent jurisdiction.

15. ASSIGNMENT

The Buyer shall not assign any benefit under the contract without the consent in writing of the Seller, which may if given be on such terms as to guarantee or indemnity or otherwise as the Seller thinks fit.

16. NOTICES

Any notices given under and pursuant to the contract may be sent by hand or post or by registered post or by recorded delivery service or transmitted email or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the face hereof or such other address as the party may by notice to the other have substituted therefore shall be deemed validly and effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.