

CONDITIONS OF SALE

1. PRICE

- (a) We reserve the right to revise quoted prices and charges in the event of any change in costs and/or prevailing conditions between the date of the quotation and receipt of the order.
- (b) If our costs increase after written acceptance of the order, we reserve the right to increase the contract price to include the increase in costs and profit proportionate thereto. Where delivery is by instalments, we shall be entitled to increase the contract price as above in respect of any undelivered product.

2. PAYMENT

- (a) Where goods are delivered in the UK payment shall be due by the 15th day of the month following date of invoice unless otherwise specified in writing by us.
- (b) Where goods are delivered outside the United Kingdom payment is by irrevocable letter of credit confirmed by a UK bank. Invoices will be rendered in sterling and payment will be made in sterling.
- (c) You shall not be entitled for any reason whatsoever to withhold or set-off payment for product delivered.
- (d) We shall be entitled to charge interest at a rate of 2% per month on all overdue payments and the price of any product of which you shall have failed to take delivery until the date it is actually delivered to you or otherwise disposed of.
- (e) Time of payment shall be of the essence of the contract.

3. DELIVERY

- (a) Any delivery date specified overleaf is a genuine forecast in the light of current conditions but shall not be legally binding to us.
- (b) Time of delivery shall not be of the essence of this contract.
- (c) The weights and/or quantities of any consignment of Product under this contract as ascertained by us upon despatch from our works shall be prima facie evidence of the weight/quantity received by you on delivery.
- (d) You shall take all deliveries on the delivery date(s) specified overleaf (or when you are notified that the product is ready for collection). If no delivery date is specified overleaf then deliveries shall be taken and the purchases under this contract completed within 8 weeks of the goods being available.
- (e) Where contracts involve more than one delivery, if default is made in payment or acceptance on due date in respect of any one delivery, we will be entitled to treat the contract as repudiated and to claim damages accordingly. Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not vitiate the contract as to the remaining deliveries.
- (f) In the event of you or your customer failing to accept any delivery tendered in accordance with this contract within 7 days of notification by us that the goods are ready for despatch you shall be liable thenceforward for all expenses incurred by us in handling and storing the goods which are ready for delivery. All such goods will be held at your risk from that date.
- (g) While we will make every effort to effect deliveries as soon as goods are ready in accordance with prearranged dates, no guarantee is to be implied as to delivery dates. In no circumstances shall we be liable for any loss of profit or third party claims or consequential or other loss of whatever nature arising from delay in delivery, however caused.

4. TOLERANCES

- (a) We shall endeavour to supply the exact quantities of products ordered but such quantities shall be subject to a tolerance either way of 10% and you shall pay for the actual quantities of products delivered.
- (b) Additionally, whilst we shall endeavour to supply the products to the exact size ordered, the accepted packaging trade tolerances shall be permissible.

5. LIMITATIONS OF LIABILITY

- (a) Where delivery is made by us to a carrier for transmission to you or your nominee, we will claim against the carrier on your behalf in respect of non-delivery or short delivery by the carrier or damage in transit provided you notify both us and the carrier in writing of any such claim within such time as will enable us to comply with the time limits currently laid down by the carrier for notifying him of the claim in question.
 - (b) We shall not be liable in respect of any defects in the product or any losses or damage resulting therefrom unless:-
 - (i) written notice of the defects shall have been given to us within 14 days of delivery of the goods to you;
 - (ii) the defective product is placed aside and made available for inspection by our representative.
 - (c) Our liability in respect of product proved by you to be defective is limited to:-
 - (i) giving you a repayment or credit of the difference between the value that it would have had had it not been so defective (provided that in any event our maximum liability in respect of any defective product shall not exceed its invoice value) or, at our option:
 - (ii) replacing the product within a reasonable time: and we shall accordingly not be liable for any loss of profit or third party claims or consequential or other loss of whatsoever nature (and whether or not involving negligence) arising from any such defects;
 - (d) Return of goods after delivery will not be accepted unless we or our representative have first had an opportunity of examining them before despatch from your delivery address.
 - (e) You will be liable to indemnify us against all expense, loss or damage suffered by us as a result of false trade descriptions or of claims for infringement of patents, trade marks, registered designs or copyrights, arising out of work done to your direct instructions.
 - (f) We shall not in any event be liable for any adverse effects resulting from the application to the product of any process, operation or treatment unless the intended application shall prior to the making of this contract have been agreed in writing by us.
- ## 6. ORIGINATION COSTS
- (a) All artwork and initials are to be provided by you, or supplied by us at cost.
 - (b) Any estimated costs of artwork and initials are subject to sight of final print design and are not legally binding to us.

7. PROPERTY, TITLE AND RISK

- (a) The risk in the product shall pass to you on delivery; thereafter we shall not be liable for the safety of the product.
- (b) However, we shall retain ownership of ALL products supplied to you until payment is received in full of all due monies outstanding.
- (c) In the event of you becoming insolvent the right to resell or process the product shall be suspended and we, or our agents, may enter upon your premises to recover any goods as yet unsold or unprocessed by you.

8. FORCE MAJEURE

- (a) If events beyond our reasonable control prevent us from delivering all or part of the product by the appropriate delivery date, such date shall without liability be postponed for a period equal to the delay caused by such events.
- (b) We shall give as much advance notice as is reasonably practicable of any such delays, but any failure to do so shall not prejudice our rights or constitute a breach of this contract.
- (c) Further, no liabilities will be accepted for any failure of performance which is due wholly or partially to restriction by Government or other competent authority, strikes, lockouts, failure in our anticipated supplies of raw materials or to any other cause whatsoever beyond our control.

9. OTHER CONDITIONS OF SALE

By ordering any goods from us you will be deemed to have accepted that these Conditions take precedence over any other Conditions contained on or in any letter, acceptance form, receipt or the like received by us in connection with the goods so ordered and that any such Conditions will not form part of the contract between us for the sale of such goods.

10. GOVERNING LAW

The interpretation and performance of these Conditions will be governed by the Law of England.