

## **Alfred Ashley Print Services Ltd – TERMS AND CONDITIONS OF SALE**

### 1. COST VARIATION

(a) The price referred to in the contract documents shall prevail unless before the date of despatch of the Goods or part thereof:

(i) In the case of Goods included in any of our current price lists there is an increase in the list price for such Goods above the list price therefore in force when the order was accepted, or

(ii) In the case of Goods not included in any of our current price lists there is an increase in the list price for comparable Goods above those in force when the order was accepted in which case the Goods or the undelivered balance therefore be invoiced and paid for at the agreed price plus the amount of the relevant increase.

Provided that sub-clauses (i) and (ii) above shall not apply where the price referred to in the contract documents is stated to be fixed.

(b) All duties and charges are for a buyer's account unless Goods are sold on the delivery terms. Any increase to us in the cost of delivery (including carriage, freight, consular certificates and all duties, charges and insurance whatsoever) over the cost thereof calculated by us at the date of the contract are for a buyer's account whether the Goods are sold on free delivery terms or not.

(c) If by reason of any war hostilities or warlike operations the cost to us of fulfilling the contract or any part thereof would exceed the cost calculated by us at the date of the contract we shall give the buyer notice thereof and the buyer shall have the option (to be exercised in writing within seven days of the receipt of the notice) of paying such excess in addition to the price payable under the contract or of canceling the contract or any unfulfilled part thereof without prejudice to the accrued rights to either party.

### 2. VAT

The printer/convertor/supplier shall be entitled to charge the amount of any VAT payable whether or not included on the estimate or invoice. All prices shown are exclusive of VAT which will be added to the rate ruling on the date of invoice.

### 3. PRELIMINARY WORK

Work produced, whether experimentally or otherwise, at customer's request will be charged for.

### 4. PROOFS

Author's corrections on or after the first proof, including alterations in style, will be charged extra. Proofs of all work may be submitted for customer's approval, and no responsibility will be accepted for any errors once approved.

### 5. DELIVERY AND PAYMENT

Deliveries made under the contract shall be deemed to have been made in respect of separate sales of each weight description, quantity or quality of goods which each such delivery may comprise. Unless otherwise specially agreed in writing. Payment for each delivery is due on the date thereof and payment on the date or upon that date(s) otherwise so agreed shall be a condition precedent to any further deliveries. The failure of a buyer

to pay our invoice in full on the due date shall entitle us to charge interest from the due date at 4% above NatWest Bank Base Rate on the amount from time to time outstanding, such interest to be compounded at quarterly intervals and to be payable both before as well as after any judgement, provided that we shall not be entitled to recover interest under an invoice where a negotiable instrument which has been tendered in payment also carries interest.

#### 6. EXPEDITED DELIVERY

Should expedited delivery be agreed and necessitate overtime or other additional cost, an additional charge will be made.

#### 7. VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered but orders are conditional upon a marginal 10% allowance on overs or shortages, the same to be charged for or deducted.

#### 8. PROPERTY OF GOODS

(a) The risk in goods shall pass immediately they are delivered into the physical custody of a buyer or his agents, or otherwise to his order. We shall retain sole and absolute property in such goods as legal and beneficial owner until a buyer has paid the full invoice price and until that time a buyer shall be in possession of the Goods as bailee for us and shall be deemed to have so acknowledged. Until the full invoice price has been paid the buyer shall store the Goods separately from other goods and in a manner which makes them readily identifiable as Goods delivered by us.

(b) A buyer's right to possession of any Goods for which the full invoice has not been paid shall cease if, being an individual, he commits an available act of bankruptcy or being a company, a receiver, manager, administrative receiver or an administrator is appointed or an application for an Order is made or a resolution is passed for the winding up of the buyer or a meeting is called to approve the appointment of a liquidator to the buyer. We shall be entitled in these events to enter any time and with or without vehicles upon any premises of a buyer at which we reasonably believe such goods to be stored and to repossess them.

(c) A buyer shall be at liberty in the ordinary course of business to process and make products from and, as our agent to sell Goods for which the full invoice price has not been paid. The proceeds of any such sale shall be our account and shall be held in trust for us until a buyer has paid the full invoice price for the Goods.

#### 9. CLAIMS

In the event of any loss or damage or delay to any Goods delivered at our risk to a buyer or to his agent or otherwise to his order notice of the same shall be given to us in writing by the Buyer forthwith upon delivery (or, in the case of the loss of any Goods, at the time when the Goods should have been delivered) and the buyer shall at the same time take all necessary steps to notify the carrier in writing of any such loss, damage or delay and shall in all cases where possible enter a note of the same upon the carriers receipt. If by reason of the failure of the buyer to give any such notice as provided above we are precluded from making a recovery from the carrier in respect of the loss or damage or delay complained of then we shall not be liable for any claim by the buyer in respect thereof

and the buyer shall be liable to pay for the Goods as though no such loss, damage or delay had occurred.

#### 10. LIABILITY

(a) We shall not be liable for any loss or damage whatsoever arising from the failure by us to perform the contract whether wholly or in part, which is caused by:

(i) default by our suppliers or:

(ii) any cause whatsoever beyond our control

(b) Our inclusive liability for failure to perform the contract, whether wholly or in part and or negligence (other than liability for negligence resulting in personal injury or death) shall be limited to:

(i) in cases in which goods are returned complete and in condition in which they were dispatched, the supply of replacement goods.

(ii) in all other cases the payment of a sum not exceeding the proportion of the net invoice price which is attributable to the goods which are the subject of the claim.

(c) In no circumstances whatsoever shall we be liable for any indirect or consequential loss of profits to the customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery.

#### 11. STANDING MATTER

Type may be distributed and lithographic, photogravure, or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

#### 12. CUSTOMER'S PROPERTY AND PROPERTY SUPPLIED

(a) Customer's property and all property to the printer/converter/supplier by or on behalf of the customer will be held at customer's risk.

(b) Every care will be taken to secure the best results where material or equipment are supplied by customers but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of such materials or equipment.

(c) Where the customer supplies materials adequate quantities shall be supplied to cover spoilage.

#### 13. GENERAL LIEN

The printer/converter/supplier shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in his hands and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as he thinks fit and to apply the proceeds towards such debts.

#### 14. ILLEGAL MATTER

(a) The printer shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature.

(b) The printer shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any illegal or libellous matter printed for the customer or any infringement or copyright, patent or design.

#### 15. SHIPMENT OF GOODS

Dates for shipment or delivery of Goods to be sold or delivered by us ("GOODS") shall not be and must not be relied on or treated by a buyer, as terms of the contract unless they are specified as such in the contract documents. Where dates of shipment or delivery are so specified we shall not be under any absolute obligation to ship or deliver by the dates specified, but our obligation shall be to ship or deliver (as the case shall be) within a reasonable time of the date specified. Any contractual obligation on our part to ship or deliver as aforesaid shall not be a condition of the contract and accordingly any breach of such obligation shall be and is to be treated as a breach of warranty only.

#### 16. PRODUCTS IMPROVEMENTS

In the interest of technical improvements Alfred Ashley Print Services Ltd. reserve the right to change the specification and prices of their products without notice.

#### 17. FORCE MAJEURE

Every effort will be made to carry out the contract by its due performance is subject to the printer/converter/supplier or to such variation as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any act of God, War, Strike, Lockout or other disputes, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the printer/converter/suppliers control.

#### 18. TERMS

Orders are accepted subject to the incorporation in the contract of these Conditions of Sale and any special conditions of sale, which shall override and exclude any terms and conditions proposed by a buyer, except insofar as acceptance of the same has been communicated by us to the buyer in writing. Terms and conditions proposed by a buyer cannot be accepted by our staff without express sanction - it is a buyer's responsibility to ensure the sanction has been given.

#### 19. Where the context admits:

- (i) the singular shall include the plural and vice versa
- (ii) the male gender shall include the female gender and vice versa
- (iii) the term "person" shall include a corporate as well as a non-corporate person

20. The validity, construction and performance of the contract shall be governed by the laws of England and both parties shall submit to the non-exclusive jurisdiction of the English Courts

21. The British Paper and Board Trade Customs 1974 shall apply to the contract except insofar as they may be inconsistent with these Conditions of Sale.

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