

FENN GRAPHICS LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

1. All orders accepted by and Goods supplied through or provided by the Company are subject to the following express terms and conditions. Any order placed by a Customer shall constitute an offer to contract upon these express terms and conditions and no addition thereto or variation thereof whether contained in the Customer's order or otherwise shall apply unless expressly agreed in writing by the Company's authorised representative. No order shall be binding upon the Company unless accepted in writing by the Company.

2. **Definitions**

"Company" shall mean Fenn Graphics Limited (registered in England under number 3021875) and its sub-contractors.

"Conditions" means the Standard Terms and Conditions of Sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer.

"Customer" shall mean the person, firm or company who accepts a quotation of the Company for the sale of the Goods and or whose order has been accepted by the Company.

"Contract" shall mean the contract of for the sale and purchase of Goods and the supply of Services between the Company and the Customer.

"Goods" shall mean the goods referred to in an order placed by the Customer and materials supplied by the Company under the Contract.

"Services" shall mean the design and printing of graphics and other advertising materials together with, where specified, application and installation of the Goods, provided by the Company under the Contract.

"Writing" includes telex, electronic mail, cable, facsimile transmission and comparable means of communication.

"Parties" means the Company and the Customer under the Contract.

3. **Basis of Sale**

3.1 The Company shall sell / provide and the Customer shall purchase the Goods and/or Services in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case, to these conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

3.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company.

3.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

4. **Proofs**

4.1 All artwork, text, style and graphics produced by the Company on behalf of the Customer shall be submitted to Customer for approval. The Company shall accept no liability for errors not corrected by the Customer. Any amendments to be made after the Customer has approved artwork shall be subject to additional cost.

4.2 Where artwork, text, style or graphics have been supplied to the Company by the Customer or by a third party on the

Customer's behalf, the Customer shall indemnify and keep indemnified the Company against all costs and claims arising out of libellous matter or any infringement of copyright, patent, design or any other proprietary right contained in such artwork text, style or graphic.

- 4.3 Where an order is placed using material on a computer readable disk or other media for digital printing the Customer shall supply a colour layout of the desired end print and in the absence of a visual proof the Company accepts no responsibility for any material variation in the interpretation of the Customer's requirements. Time expended in alterations required to be made by the Company due to incorrect information supplied by the Customer shall be subject to additional charge.
- 4.4 Unless specified by the Customer the Company in its absolute discretion shall print all works for digital printing in a resolution most appropriate for any particular application.
- 4.5.1 All materials used in the production of work of any nature shall unless it is supplied by the Customer belong to the Company
- 4.6 The Company shall use reasonable endeavours to obtain best results on materials supplied or specified by the Customer. Such materials may be rejected if they are deemed, in the Company's opinion, to be unsuitable. In such event the Company may charge any additional costs incurred.

5. Prices

- 5.1 All prices are quoted exclusive of Value Added Tax which shall be payable in accordance with current legislation.
- 5.2 All prices exclude delivery and application, which are subject to the additional charges shown in the Contract.

6. Terms of Payment

- 6.1 The Company shall be entitled to invoice the Customer for the price of the Goods/and or Services on or at any time after delivery of the Goods, or after the

Company has notified the Customer that the Goods are ready for collection, or (as the case may be), the Company has tendered delivery of the Goods or on placement of a purchase order for Services.

- 6.2 The Customer shall pay the amounts due at the time(s) stated in the Contract or, if no time is stated, within 30 days from the invoice date of the Company's invoice for the Goods or upon receipt of an invoice for Services
- 6.3 The Company reserves the right to charge interest on overdue accounts at the rate of 2% per month or part month from the date on which the account becomes due until the date of payment and the Customer shall be responsible on a full indemnity basis for all costs and fees incurred by the Company in enforcing payment of any overdue account.
- 6.4 The Company reserves the right to suspend performance of any of its obligations under any Contract while a Customers account remains overdue for payment.

7. Delivery

- 7.1 Delivery shall be made by the Company to an address supplied by the Customer on an official purchase order document, unless otherwise expressly agreed in writing.
- 7.2 Any dates quoted for delivery of the Goods or performance of the Services are approximate only and the Company shall not be liable for any delay howsoever caused. Time for delivery and or performance of the services shall not be of the essence of the Contract unless previously agreed by the Company in Writing. The Goods may be delivered and the Service performed by the Company in compliance with the quoted delivery/performance date upon giving reasonable notice to the Customer.
- 7.3 If the Company fails to deliver the Goods and or provide the Service (or any instalment) for any reason other than for any cause beyond the Company's reasonable control and the Company is accordingly liable to the Customer, the

Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar Goods and or Service to replace those not delivered or performed over the price of the Goods/Service.

7.4 If the Customer fails to take delivery of the Goods and/or Services or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may :-

7.4.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage ; or

7.4.2 sell the Goods at the best price readily available and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

7.5 The Company shall endeavour to deliver the quantities ordered but reserves the right to deliver upto 5% more or 5% less than the quantity ordered with an appropriate adjustment in the price being made and the quantity so delivered shall be deemed to be the quantity ordered.

8. **Passing of Risk and Property**

8.1 Risk of damage to or loss of the Goods shall pass to the Customer upon delivery.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for the price of the Goods and all other goods agreed

to be sold by the Company to the Customer for which payment is then due.

8.2.1 Until payment has been made in full the Customer will ensure the Goods are clearly marked as the property of the Company in accordance with these instructions and will store the Goods in such a way as to be readily identifiable from other goods.

8.2.2 Where payment for the Goods has not been made by the due date the Company shall (without prejudice to any other remedy) be entitled to take possession of the Goods and shall be entitled to enter the Customer's premises during normal business hours for such purpose.

9. **Warranty and Limit of Liability**

9.1 The Company warrants to the Customer that the Goods:

9.1.1 will be of satisfactory quality

9.1.2 will correspond with the specification to the extent that current printing and digital techniques permit. The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee), if the total price for the Goods and or Services has not been paid by the due date for payment

9.1.3 The above warranty does not extend to artwork, text style or graphics or materials supplied to the Company by the Customer or by a third party on the Customer's behalf..

9.2 **Customer Inspection Period.**

The Customer should inspect the Goods and Services provided by the Company on receipt. The Customer should report by telephone (and confirm in writing) any defects to the Company within 7 days of receipt. The Company may replace the Goods at its sole discretion. Customers reporting defects beyond the first 7 days shall not receive a replacement product.

9.3 **Liabilities**

In no event shall the Company's liability under the Contract exceed the price payable by the Customer to the Company for the Goods and Services supplied.

9.4 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations due to any cause beyond the Company's control.

10. **Breach and Insolvency**

10.1 Either party shall have the right to terminate the Contract if the other party is in material breach of Contract and does not rectify such breach within 14 days after receiving written notice from the injured party requiring it to do so. Termination shall not affect any other rights of the injured party.

10.2 If the Customer commits an act of bankruptcy or goes or is put into liquidation (other than solely for amalgamation or reconstruction) or if a receiver or administrator is appointed over any part of the Customer's assets or if the Customer suffers the seizure of any property for non-payment of any debt, or the Customer suspends or delays work for a period of 14 days then the Company may immediately terminate the Contract without notice and payments for Goods or Services already rendered or supplied shall immediately become due.

11. **Force Majeure**

Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances beyond the party's control.

12. **Entire Agreement**

The parties agree that these terms and conditions (together with any other written terms and conditions expressly referred to and incorporated into the Contract)

represent the entire agreement between the parties relating to the sale and purchase of the Goods and or supply of Services and that no other statements or representations made by or on behalf of either party have been relied upon by the other in agreeing to enter into the Contract.

13. **Law**

If any provision of the Contract is held by any competent authority invalid or unenforceable in whole or in part the validity of the provisions of the other provisions of the Contract and the remainder of the provision in question shall not be affected. Unless otherwise agreed in writing, the Contract shall be construed and interpreted in accordance with the laws of England.