

CRYSTAL PRESS LTD  
TERMS AND CONDITIONS OF SALE

## SELLERS CONDITIONS OF SALE APPLY

These terms and conditions of sale shall apply to and govern, any contract between the Seller and the Buyer to the exclusion of any conditions contained on or in any order form, letter, receipt acknowledgment, or the Terms and Conditions shall be effective unless expressly agreed by the Seller in writing.

## PRICES

All price quotations are calculated from the costs applicable at the date of such quotation. If there is any increase in such costs between the date of quotation and dispatch the Seller may increase the quoted price accordingly. On printed orders the price confirmed excludes artwork etc which may be charged separately.

## QUOTATIONS

Quotations indicate the price at which the Seller would be willing to supply goods if a written order is placed within 30 days. Otherwise they are not offers to supply goods and any order placed on the basis of a quotation must be accepted by the Seller for a contract to arise. Clerical errors are subject to correction.

## PURCHASE ORDERS / INVOICES

The purchase orders placed on the Crystal Press Ltd are divisible. Each delivery made thereunder:

- (i) shall be deemed to arise from a separate contract, and
- (ii) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any other contract.

## DELIVERY

Unless otherwise agreed in writing the Buyer shall be bound to accept goods ordered by him on being notified by the seller that they are ready for delivery.

If the buyer fails to take delivery at the time required by the Contract the Seller shall be entitled without prejudice to any rights it may have to treat the Contract as at an end and to resell the goods, or to invoice the goods whereupon payment in full shall become due and in either case charge at rates giving an economic return for the handling and storage of goods from the invoice date to the eventual date of delivery to the Buyer or disposal elsewhere as the case may be and the Buyer shall be liable to pay any premium in respect of the insurance of such goods from the date on which he is notified that the goods are ready for delivery. If goods are contracted to be delivered by installments, late delivery of one installment shall not entitle the Buyer to reject any other installment under the contract.

(i) Any date of delivery given by the Seller to the Buyer shall be an estimate only and while the seller will endeavour to comply with any such date it shall not be responsible for late delivery.

(ii) Without prejudice to the generality of the foregoing the Seller shall not be liable for late delivery of failure to deliver through any cause which is beyond the control of the Seller.

## RETENTION OF TITLE

- a) Goods delivered to the Buyer shall remain the property of the Seller until all sums due to the Seller from the Buyer in respect of goods or otherwise are paid to the Seller. In the event of any default by the Buyer in payment of any such sum the Seller shall be entitled to retain possession of the goods.
  - b) Where payment is affected by cheque the Seller shall not have received payment until that cheque has been honoured and the amount credited to the Seller's bank account.
  - c) Until sums due from the Buyer to the Seller have been paid or until resale in accordance with sub-paragraph d) of this clause the customer will keep and mark the goods in such a way as to show they are property of the Seller and shall hold the same as bailee of the Buyer.
  - d) The Buyer shall be entitled as agent of the Seller before the property and the goods have passed (but subject to any lien or right of retention on the part of the Seller).
    - (i) To resell the goods or any part thereof but shall pay to the Seller the proceeds of the sale or such part thereof as maybe necessary to pay all sums due to the Seller from the Seller and until such payment should hold proceeds from the sale on trust for the Seller.
    - (ii) To use the goods in the ordinary course of his business.
- Any agreement incorporating these Conditions shall be governed by English Law.

## LAW

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## RISK

All Goods are at the Buyers risk from the time of delivery or collection by the Buyer or his agent, or delivery to the place stipulated in the contract.

## PAYMENT

All sums due to the Seller shall be paid by the last day of the month after the month of delivery. In fault the Seller may:

- a) Suspend delivery under all or any contracts with the Buyer.
- b) Charge interest at the rate of 5% over Lloyds Bank Minimum lending rate from the day following that on which payment was due.

## TERMINATION

The Seller shall have the right immediately to terminate the contract at any time upon occurrence of any of the following events.

- a) If the Buyer commits any act of bankruptcy or compounds or makes arrangement with his creditors or executes a bill of sale on his goods or any of them or if any executions or distress is levied upon the goods of the Buyer.
- b) If the Buyer being a company is wound up either compulsory or voluntarily or a receiver of its assets is appointed.
- c) If the Buyer commits any breach of contract.

Upon any such termination the Seller shall have the right to be paid the price of goods manufactured or sold prior to the date of termination and the Buyer shall take over and pay for at the current price such materials as have been allocated by the seller to the contract.

## CONSEQUENTIAL LOSS

Without prejudice to the generality of the foregoing provisions the Seller shall not in any event be liable to the Buyer for any indirect or consequential loss or damage.

## FORCE MAJEURE

The Seller shall not be liable for failing to perform the contract whether wholly or partly by any circumstance or circumstances outside the Sellers control.

## FITNESS FOR PURPOSE

Where the goods are required for a purpose other than the normal or usual purpose for which such goods are commonly supplied then no condition or warranty of fitness for the purpose of the goods shall be implied unless the Buyer has made know to the Seller in writing the exact purpose for which the goods are intended to be used, on or before the making of the contract.

## SIZE OF MATERIALS

Unless specifically warranted (in writing) as accurate sizes all sizes referred to on price lists, estimates or brochures are approximate only.

## AVAILABILITY OF GOODS

Any quotation given by the Seller shall not constitute an offer for sale or a representation that those goods are available for sale.

## QUANTITY

The seller cannot guarantee exact quantities in respect of any goods supplied and shall be deemed to have fulfilled its obligations under the contract by delivery or manufacture of a quantity plus or minus 10% of the quantity specified in the contract and the buyer shall pay the contract rate for the actual quantity delivered.

## PRINT ORIGINATION WORK

All material produce in origination work remains the property of the Seller unless paid for by the Buyer.

## PROOF READING

No responsibility shall be accepted by the Seller for any errors in proof submitted to and approved by the Buyer.

## INK COLOURS

Whilst the Seller will take all reasonable steps to try to match colour this cannot be guaranteed and the contract shall be deemed to have been per-formed by delivery of goods of the general shade and density of colour stipulated.

COMPANY REGISTRATION NUMBER: 7493454