

TERMS AND CONDITIONS OF SALE

<p>1. GENERAL</p> <p>1.0 'Seller' refers to AnchorPrint Group Ltd.</p> <p>1.1 'Buyer' refers to any person, firm or Company who places an order with the Seller for the manufacture and/or supply of any goods.</p> <p>1.2 All Contracts which the Seller shall enter into are subject to these Conditions of Sale, and it is hereby expressly agreed by the Buyer that the Buyer's Contractual Conditions. If any are excluded in their entirety an no variation in these Conditions will be accepted by the Seller unless agreed to in writing by a Director of the Seller.</p> <p>2. EXTENT OF CONTRACT</p> <p>2.0 Any estimate or quotation by the Seller is only an Invitation to the Buyer to treat and no order of the Buyer placed with the Seller in pursuance of the quotation or estimate shall be binding on the Seller's unless and until acknowledged in writing by the Seller</p> <p>2.1 Unless otherwise stated on the quotation or estimate all quotations or estimates by the Seller will only be valid for 60 days from the date thereof</p> <p>2.2 The Buyer must notify the Seller in writing within 4 days of the date of the Seller's Acknowledgement of Order if such Acknowledgement does not accurately confirm the Buyer's order, failing which the Buyer shall be bound by the terms of the Acknowledgement</p> <p>2.3 Quotations or estimates are based on the Seller's current costs of production and unless otherwise agreed in writing are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.</p> <p>3. TERMS OF PAYMENT</p> <p>3.0 Payment is due within 30 days of the date of the invoice. Any payments or part thereof remaining unpaid after such period of 30 days shall in the absolute discretion of the Seller carry interest thereon at the rate of 2% per calendar month or part thereof and shall be added to the said balance due from the Buyer to the Seller.</p> <p>3.1 The Seller will charge the appropriate amount of any Value Added Tax whether or .not this is included in the quotation, estimate or invoice.</p> <p>4. PRELIMINARY WORK</p> <p>4.0 All work carried out whether experimentally or otherwise at the Buyer's request will be charged.</p> <p>5. COPIES AND ARTWORK</p> <p>5.0 Artwork – any sketches original artwork or designs prepared by the Seller shall remain the property of the Seller and any copyright therein shall remain with the Seller unless otherwise agreed in writing.</p> <p>5.1 Copy – a charge may be made to cover any additional work involved where copy is not clear and legible.</p> <p>6. PROOFS</p> <p>6.0 Proofs of all work shall be submitted for the Buyer's approval and the Seller shall incur no liability for any errors not corrected by the Buyer in proofs so submitted. Buyer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Seller's judgement, charges there from made by the Buyer shall be charged extra.</p> <p>7. VARIATION IN QUANTITY</p> <p>7.0 Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon an allowance of 10% for all work in respect of either a shortage or excess of goods and such shortage or excess will be deducted from or charged on the invoice.</p> <p>8. DELIVERY</p> <p>8.0 Arrangements to deliver on a specific date are made in good faith, but such arrangements are not guaranteed. Time for delivery of the goods shall not be of the essence of any Contract and late delivery shall not entitle the Buyer to repudiate, respond, terminate or discharge the Contract not give rise to any claim against the Seller for damage or otherwise. This condition shall operate irrespective of any contrary provision imposed or required in any order.</p> <p>9. CLAIMS</p> <p>9.0 Advice of damage, decay or partial loss of goods in transit must be given in writing to the Seller and the Carrier within 3 clear days of delivery. In the case of non-delivery</p>	<p>the Seller must be advised in writing within 28 days of despatch of the goods. Details of any claim in respect of damage, delay or partial loss of goods in transit must be made in writing to the Seller and the Carrier within 7 clear days of delivery and in the case of non-delivery within 42 days of despatch.</p> <p>9.1 All other claims must be made in writing to the Seller within 28 days of delivery.</p> <p>9.2 The Seller shall not be liable in respect of any claim unless the aforementioned requirements have been complied with, except in any particular case, where the Buyer proves to the satisfaction of the Seller that it was not possible to comply with the requirements and advice (where required) was given and the claim made as soon as reasonably practicable.</p> <p>9.3 In no circumstances will the Seller be obliged to consider any claim until the goods which are the subject of the claim an all other goods supplied by the Seller to the Buyer have been paid for in full.</p> <p>10. RISK AND TITLE TO GOODS</p> <p>10.0 The risk in any goods passes to the Buyer upon delivery but title to the goods remains vested in the Seller and shall only pass from the Seller to the Buyer. In the event of goods being sold by the Buyer in such manner as to pas to a third party a valid title to the goods whilst any sums are due as aforesaid the Seller's rights under these Conditions shall attach to the proceeds of such sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate designated account. Nothing herein shall constitute the Buyer, the Agent of the Seller for the purposes of any sub-sale.</p> <p>10.1 Where goods the title to which has not passed to the Buyer are connected to or combined with other goods the Seller shall become a joint owner of the new product in proportion to the percentage of the Seller's original goods in the new product.</p> <p>10.2 The Buyer agrees that prior to the payment of the whole price of any goods the Seller may at any time enter upon the Buyer's premises and remove the goods There from and that prior to such payment the Buyer shall keep such goods Separate and identifiable for this purpose.</p> <p>10.3 In the event of the Buyer returning goods for any reason the risk remains with the Buyer until the goods are delivered to the Seller's premises and the Buyer is Liable for the carriage costs incurred.</p> <p>11. DEFECTS AND REPLACEMENT</p> <p>11.0 The Seller will at its own cost and expense mend or replace at its discretion the Whole or any part of the goods forming the subject of the Contract which are defective in quality or fail to comply with any specifications laid down in the Contract subject however to the following conditions-</p> <p>11.1 The compliance by the Buyer with the provisions with regard to notification Contained in clause 10 thereof In all cases the Seller must be given a reasonable opportunity following notification of complaint of examining the relevant goods.</p> <p>11.2 Save as mentioned above the Seller shall be under no liability whatsoever whether contractual, tortuous or statutory for any defect of quality shortfall in quantity, breach of specification or any other matter in relation to goods supplied or for any consequential damage, injury, loss or expense including but not limited to loss of profit howsoever caused thereby incurred by the Buyer or any other person, firm or corporation and whether arising directly or indirectly from any matter complained of in relation to the goods and in the event of the Company not being able to put right the problems under the options available to it as set out above the Buyer may request a rebate in the price or where the amount of the rebate cannot be agreed may withdraw from the Contract in either event it shall have no further claim against the Company.</p> <p>11.4 Any condition warranty or statement as to the quality of the goods or their fitness for any purpose whether express or implied by statute trade custom or otherwise is deemed excluded unless expressly accepted in writing by the Company.</p> <p>11.5 Without prejudice to the foregoing in the event that the Seller is liable to the Buyer in damages the amount of damages which the Buyer is able to recover is limited to the value of the order comprising the goods which are the subject matter of the claim.</p> <p>11.6 Standing Material – metal, film, glass and other materials owned by the Seller and used by it in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain its exclusive property. Such items when supplied by the Buyer shall remain the Buyer's property.</p> <p>11.7 Type may be distributed and lithographic photogravure or</p>	<p>other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event a storage charge may be made.</p> <p>12. SET OFF</p> <p>12.0 The Buyer shall not be entitled to withhold or set off payment of any amount due to the Seller under the terms of the Contract whether in respect of any claim by the Buyer in respect of faulty of defective goods or for any other reason which id contested or liability for which is not admitted by the Seller.</p> <p>13. DELIVERY BY INSTALMENTS</p> <p>13.0 Where an order is placed whereby the goods are to be delivered by instalments over a period of time each separate delivery shall constitute a separate Contract they will be charged separately and these Conditions will apply to each delivery of goods.</p> <p>13.1 In the event of payment not being made by the Buyer in respect of any one instalment, by the due date the Seller will be entitled to cancel the balance of the Contract and or suspend delivery until payment shall have been made and or to recover and re-sell all or any part of the goods the title wherein remains vested in the Seller under these conditions and or institute proceedings to the value of the goods supplied but not paid for and or sue for damages.</p> <p>14. MATERIALS SUPPLIED BY THE BUYER</p> <p>14.0 The Seller may reject any paper, plates or other materials supplied or specified by the Buyer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Seller in ascertaining the unsuitability of the materials then the amount shall not be charged to the Buyer.</p> <p>14.1 Where materials are so supplied or specified the Seller will take every care to secure the best results but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.</p> <p>14.2 Quantities of materials supplied shall be adequate to cover normal spoilage.</p> <p>15. INSOLVENCY</p> <p>15.0 If the Buyer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or is deemed unable to pay its debts or has a Winding-Up Petition against it or being a person commits an act of Bankruptcy Petition issued against him or her the Seller without prejudice to other remedy shall-</p> <p>15.1 Have the right not to proceed further with the Contract or any other work for the Buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Buyer such charge to be an immediate debt due to him – and</p> <p>15.2 In respect of all unpaid debts due form the Buyer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit to apply the proceeds towards such debts.</p> <p>16. ILLEGAL MATTER</p> <p>16.0 The Seller shall not be required to produce any matter which in its opinion is or may be of an illegal or libellous nature.</p> <p>16.1 The Seller shall be indemnified by the Buyer in respect of any costs and expenses arising out of any libellous matter produced for the Buyer or any infringement of copyright patent design or trade mark.</p> <p>17. FORCE MAJEURE</p> <p>17.0 Every effort will be made to carry out any Contracts but the due performance is subject to cancellation by the Seller of such variation as it may find necessary as a result of its inability to secure labour material or supplies or as a result of any act of God, War, Strike, Lock-out or other labour dispute, fire, flood, drought, legislation or other cause (whether in the foregoing classes or not) beyond its control.</p> <p>18. LAW</p> <p>18.0 These conditions and all other express items of the Contract shall be governed and be construed in accordance with the Laws of England and the English Court shall have exclusive jurisdiction.</p>
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