

CONDITIONS OF CONTRACT

Foil Ribbon & Impact Printing (Manchester) Ltd

1. Definitions

"The/the Buyer" means the client or customer as specified on the Contract.
"The/the Seller" means Foil Ribbon & Impact Printing (Manchester) Ltd

2. Exclusion of Terms and Conditions

It is an essential condition of any Contract entered into between the Buyer and the Seller, that these terms and conditions shall apply and that all other terms and conditions are excluded.

3. Preliminary Work and Proofs

All work carried out, whether experimentally or otherwise, at the Buyer's request, shall be charged for by the Seller and paid for by the Buyer. Proofs of all work may 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. All alterations or amendments must be written or clearly marked and indicated and no liability is accepted by the Seller in respect of any misinterpretation by the Seller or of any alleged breach of contract by the Seller arising out of verbal instructions. When style, type or layout colour or nature or depth of embossing impression is left to the Seller's judgement, changes there from made by the Buyer shall be charged as an extra.

4. Supply of Artwork and Job Information

All copy, artwork, cutting diagrams, and written job instructions sufficient in the Seller's opinion, must be supplied by the Buyer. It will be the Buyer's responsibility to ensure that all artwork and associated job specifications supplied to the Seller are accurate and are in accordance with the Buyer's requirements. Any film artwork supplied shall be a Letterpress "positive" in preference to a "negative". Artwork/film artwork should illustrate exact positioning of images or work to be undertaken by the Seller.

All artwork supplied in digital format must be accurate and of the correct size and dimension. The Seller accepts no liability for any inaccuracy in image or position arising from the supply of digital artwork.

5. Materials and Information Supplied by the Buyer

The material supplied to the Seller by the Buyer must be properly packed, parcelled or palletised and secured, and should contain all relevant written identification details. The Buyer recognises and accepts that the goods supplied by and/or the work carried out by the Seller are in terms of quality and suitability where information, materials and/or equipment have been supplied to the Seller by the Buyer and/or a third party of necessity dependent upon the quality and suitability of the information, materials or equipment so supplied to the Seller. The Seller reserves the right to notify the Buyer of any deficiency in any materials, information, documentation, specifications submitted or supplied by the Buyer to the Seller which, in its opinion, is impeding or might impede the Seller's achievement of the Buyer's specification. Subject to the nature of the deficiency and the action undertaken under the Seller's documented quality system, the Seller reserves the right to resist from commencing/completing an order until the situation has been rectified to the Seller's satisfaction.

The Buyer acknowledges that any materials, stock, artwork, dies, formes or other equipment supplied to the Seller will be at all times excluded from the Seller's insurance cover and remain at the Buyer's risk whilst in the Seller's premises or during carriage to or from the Buyer's premises or designated place of delivery.

The Seller accepts no liability for work undertaken in accordance with written instructions (or as a result of a failure by the Buyer to provide full instructions) which subsequently prove to be deficient or in respect of the misinterpretation of or alleged breach of contract by the Seller arising out of verbal instructions.

6. Quantity of Materials Supplied

The Seller accepts liability for the quantity of materials supplied to it by the Buyer where goods supplied are parcelled or packaged in papermarkers or original supplier's unopened wrappings, and a clear delivery note is supplied at the time of delivery and signed for by an authorised officer of the Seller. The Seller is unable to accept responsibility for alleged quantity of paper or material supplied when supplied in a palletised or part processed form. In the event of any dispute arising as to quantity the Seller's machine count will apply and bind both the Buyer and the Seller.

7. Overs and Unders

The Seller will process all material supplied and in the event of excess will make a charge for the excess over order quantity in accordance with the estimate, unless written instructions as to overs are detailed on the Buyer's purchase order.

The Seller will only be liable to the Buyer for under supply where an unreasonable level of wastage has occurred given the specification of the order and the processes involved. The Buyer shall ensure that adequate overs are provided to allow for normal machine wastage and set up.

8. Delivery and Job Completion

The Seller accepts no liability for any loss or consequential loss howsoever arising as a result of a delay in the final delivery by the Seller or a third party carrier. Job completion and delivery indications are given in good faith and are based upon current information of material, labour, die and machine availability. All prices provided exclude the cost of collection or delivery.

9. Claims in Respect of Delivery

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Seller and the carrier within three clear days of delivery (or, in the case of nondelivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Seller and the carriers within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch).

10. Claims in Respect of Workmanship

Any claim by the Buyer against the Seller as to the quality of the Seller's products and/or workmanship and/or as to the conformity of the Seller's products and/or workmanship to the specification or sample must be made in writing to the Seller within a period of 14 days from the date of supply of the alleged non-conforming product. Complaints not made in writing and not intimated timeously will not form part of any claim by any party against the Seller.

In the case of a claim arising, the Seller has the right to undertake full investigation and review of the alleged claim including the right to require resupply by the Buyer to the Seller of all original artwork, materials and documentation, prior to any reprocessing or reprint of material by the Buyer.

The Seller accepts no liability for alleged non-conforming product once subsequently reprocessed by the Buyer or any other third party.

Where material processed or worked upon by the Seller has been reprocessed, packaged or incorporated in other processes, the Seller accepts no liability for the cost of such operations and in particular accepts no liability where as a result of the carrying out of such other processes or operation the Seller's ability to establish the validity of a claim is prevented. In the event of a claim against the Seller, the Buyer, at the option of the Seller, must provide the Seller the opportunity to undertake remedial work as an alternative to reprint or if a reprint has already taken place prior to agreement by the Seller in writing the amount of any claim will be restricted to a maximum of the cost to the Seller, excluding any profit element, of the remedial work had it taken place. In any event, in respect of any claim the only costs for which the Seller is liable are restricted to the direct cost of a reprint excluding any profit element.

11. Consequential Loss

The Seller will not be liable under any circumstances for any indirect or consequential loss sustained by the Buyer or any third party whether or not such loss resulted from the negligence or breach of contract of the Seller or its employees.

12. Delictual Claim

If the Buyer transfers or supplies any materials or products connected with any contract with the Seller to any third party, the Buyer shall include in any contract with such a third party a provision excluding any entitlement that the third party might have to look to the Seller for reparation arising out of a breach of duty of care which the third party might maintain was owed by the Seller to the third party and in the event of any such third party succeeding in any delictual or other claim against the Seller, the Buyer will fully indemnify the Seller against all payments of damages, interest and expenses which the Seller may have to make.

13. Estimates

Any estimate of cost given by the Seller is subject to sight of final copy and design and/or workability of the materials supplied to the Seller and the Buyer agrees that the Seller has the right to amend its prices should it be necessary and reasonable after sight of such artwork and/or testing of the workability of such materials or indeed with reference to any discrepancy between quantities originally stipulated and that completed by the Seller. It will be the Buyer's responsibility to ensure that all necessary specifications supplied to the Seller for the purpose of estimating are accurate and are in accordance with the Buyer's requirements. The use of standard foils is assumed.

The Seller reserves the right to charge the Buyer, as an extra to the estimated price, for any additional work undertaken or loss of machine running time which may be attributed to factors outwith the control of the Seller including the workability or the general quality of the material supplied by the Buyer and for the cost of any residual extra materials purchased by the Seller in order to complete the contract or to establish the non-workability of the material supplied. This is inclusive of, but not limited to, bad print register or print movement, incompatible inks or varnish, board warp or stretch or shrinkage, off-square cutting or incorrect stepping of images.

All estimates will be made in writing and are valid for a period of 30 days from the date of the estimate. All prices exclude the addition of value added tax. The Seller reserves the right to amend any estimate to take account of innocent errors and/or omissions.

14. Dies and Cutting Formes

Dies or cutting formes held by the seller are held at the risk of the buyer and no liability is accepted for normal wear and tear or natural deterioration, and in the case of magnesium or zinc dies, or cutting formes, for damage in the process of storage. The Seller reserves the right to dispose of or destroy any die or cutting forme, no sooner than two years after the last use by the Seller. In the event of any remedial work being necessary to dies in storage or as a result of normal deterioration during processing, the Seller retains the right to make a charge for this work being undertaken and in respect of cutting formes for re-knifing. The Seller retains the right to make a charge in respect of storage of dies, cutting formes or materials.

15. Use of Laser Printers

The Seller provides no guarantee and accepts no liability whatsoever for the incompatibility of hot stamping foil on stationary, or any other material which is reprocessed or used in conjunction with laser printers or similar high temperature equipment.

16. Insolvency

If the Buyer ceases to pay his debt in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or has a Receiver appointed or being a person becomes a notour bankrupt or has a sequestration or equivalent petition (such as a bankruptcy petition) issued against it, the Seller without prejudice to other remedies shall:

- have the right not to proceed further with any contract or any other work for the Buyer and be entitled to charge for work already carried out (whether complete or not) and for materials purchased for the Buyer, such charges to be an immediate debt due to the Seller, and
- in respect of all unpaid debts due from the Buyer have a general lien on all goods and property in the Seller's possession (whether worked on or not) and shall be entitled to the expiry of 14 days notice to dispose of such goods and property in such manner and at such prices as it thinks fit and to apply the proceeds towards such debt or debts owed to the Seller.

17. Illegal Matter

The Seller shall not be required to print any matter which is or is in the opinion of the Seller or may be of an illegal or defamatory nature or an infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Buyer. The Buyer shall indemnify the Seller in respect of any claim or claims that may be made against it by any party alleging defamation or breach of any such proprietary or personal rights. The indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

18. Force Majeure

The Seller shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, riot, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation of the furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Buyer may by written notice to the Seller, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

19. Credit Account and Terms of Payment

A Buyer wishing to open a credit account should so apply before placing his order. The Seller reserves the right to make such enquiries as they see fit to establish the creditworthiness of the Buyer. Where a credit account is allowed, unless otherwise agreed in writing, payment is due within 30 days of invoice date. If a specific item or items remain unpaid by the Due Date the charges detailed in Schedule A attached to these Terms will apply, in accordance with the EC Directive no. 2000/35/EC. If it becomes necessary to employ a third party to collect the overdue account, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate and reasonable charges applied. Interest on all overdue accounts will be applied at the rate of 8% over the Bank of England Base rate commencing from the date the invoice became overdue.

20. Transfer or Title and Risk

Property and title in any products or materials sold or supplied by the Seller to the Buyer (or a third party nominated by the Buyer) shall not pass to the Buyer until the full price for such products or materials and relevant services, and all other sums due to the Company by the Buyer or any other account whatsoever, have been paid in full.

The Seller shall be entitled to repossess any products or materials the title to which has not yet been passed to the Buyer, immediately the Seller becomes entitled to terminate the Contract between it and the Buyer (whether or not such termination has yet taken place), and in that event the Buyer will permit the Seller to repossess all such products and for this purpose admit or procure the admission of the Seller and its employees and agents to all premises in which the products or materials are situated.

21. Law

The contract shall be subject to and be construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.