

Terms and Conditions of Sale

1. Definitions

- 1.1 'Buyer' means the person who buys or agrees to buy the Goods from the Seller
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered.
- 1.4 'Goods' means the printed matter and related print services which the Buyer agrees to buy from the Seller.
- 1.5 'Price' means the price for the Goods excluding loading, carriage, unloading, packing, insurance and VAT.
- 1.6 'Seller' means Richprint, a trading division of Batmart International Limited, of Unit 8, Sketchley Meadows, Sketchley Lane Industrial Estate, Hinckley, Leicestershire LE10 3EN.

2. Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 All orders for Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. The Price and payment

- 3.1 The Price shall be the Seller's estimated price which shall unless otherwise stated be binding on the Seller provided that the Buyer shall accept the Seller's quotation within 30 days. The Seller may by giving notice to the Buyer at any time before delivery increase the Price to reflect any increase in the cost to the Seller which is due to factors occurring after the making of the contract of sale (including, without limitation, copy, origination, specification or any other information, equipment or materials supplied by the Buyer, any alterations, digital copies or expedited delivery requested by the Buyer, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other production costs). The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's VAT invoice.
- 3.2 The Price is the Seller's ex works price and where the Seller agrees to arrange for the Goods to be sent to the Buyer the Seller shall be responsible for the costs of loading, carriage, unloading, packing and insurance.
- 3.3 A 50% non refundable deposit is required from the Buyer to secure the first order.
- 3.4 The Seller shall not be bound to deliver the Goods until the Buyer has paid for them. Unless otherwise agreed in writing by the Seller, cash payment of the Price, VAT and all other sums due from the Buyer to the Seller shall be due on the Delivery Date and time for payment shall be of the essence. In the event of default the Buyer shall be responsible for any subsequent costs of loading, carriage, unloading, packing and insurance.
- 3.5 Interest on overdue payments shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum and shall accrue at such a rate after as well as before any judgment. The Seller shall also be entitled to add a £50 charge to the overdue account.
- 3.6 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may:
- 3.6.1 suspend or cancel deliveries of any articles due to the Buyer; and/or
- 3.6.2 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.
- 3.7 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatever.

4. The Goods

- The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
- 4.1 such discrepancy in quantity shall not exceed 10%; and
- 4.2 the Price shall be adjusted pro rata to the discrepancy.

5. Warranties and liability

- 5.1 All terms, warranties and conditions (whether implied by statute or otherwise or made expressly) whether by the Seller or its servants or agents or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a buyer dealing as consumer.
- 5.2 The Seller shall be under no liability whatever to the Buyer for any direct loss and/or expense or indirect loss and/or expense (including loss of profit) suffered by the Buyer or any third party arising out of a breach by the Seller of this contract.
- 5.3 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price.

6. Delivery of the Goods

- 6.1 Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
- 6.3 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the Delivery Date.

7. Acceptance of the Goods

- 7.1 The Buyer shall inspect the Goods on delivery and shall within 3 days of delivery notify the Seller of any alleged defect, shortage in quantity or damage. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.
- 7.2 The Seller shall be under no liability for any alleged defects if prior to delivery the Buyer:
- 7.2.1 approved any proofs prepared and submitted by the Seller;
- 7.2.2 prepared and provided its own proofs; or
- 7.2.3 authorised the Seller to proceed in the absence of any proofs.
- 7.3 The Buyer shall notify the Seller of any non-delivery of a whole consignment within 14 days of the date of dispatch. Notwithstanding the receipt by the Seller of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of cartons indicated on the advice sheet.

8. Proofs & Colour

- Email proofs of all work may be submitted for the Buyers approval and are included within each estimate. Hard copy proofs if required by the Buyer will be charged extra and may incur a delay in any agreed delivery dates. The Seller shall incur no liability for any errors not corrected by the buyer in email or hard copy proofs so submitted. Email proofs and hard copy digital proofs are not colour accurate and the Seller will not be liable for any variations in colour in the final printed copy.

9. Title and risk

- 9.1 The Goods shall be at the Buyer's risk as from delivery.
- 9.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until:
- 9.2.1 the Buyer shall have paid the Price plus VAT in full; and
- 9.2.2 no other sums whatever shall be due from the Buyer to the Seller.
- 9.3 Until property in the Goods passes to the Buyer in accordance with clause 9.2 The Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 9.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money
- 9.5 The Seller shall be entitled to recover the Price (plus VAT and all other sums due from the

Buyer to the Seller) notwithstanding that property in any of the Goods has not passed from the Seller.

- 9.6 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 9.4 shall cease.
- 9.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 9.8 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 9.9 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

10. Illegal matter

- 10.1 The Seller shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- 10.2 The Buyer shall indemnify the Seller in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material printed for the Buyer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

11. Cancellation, refunds and replacements

- 11.1 Subject to clause 11.2 the Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
- 11.2 Without prejudice to the Seller's rights pursuant to this contract, a contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue.
- 11.3 Deposits are non refundable.
- 11.4 Orders cancelled by the Buyer before proofs are approved will be charged at 50% of the order value, or on the basis of time spent plus any costs incurred by the Seller, whichever is the greater. Orders cancelled by the Buyer after proof approval will be charged in full and the balance is payable immediately upon demand.
- 11.5 Due to the personalised nature of each order the Seller does not refund or replace unwanted goods.

12. Sub-contracting

- The Seller may licence or sub-contract all or any part of its rights and obligations under this contract without the Buyer's consent.

13. Intellectual Property

- The designs, design development, construction and layers, specifications, patterns, drawings, photographs, samples, information (digital or otherwise), type, plates, moulds, dies, stereotypes, electrotypes, film-setting, negatives, positives, all source code and all other material content of any website owned, controlled or operated by the Seller and the like of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller and will not be sold or released to the Buyer. Where any designs, specifications, information, materials and equipment have been supplied by the Buyer for production by or to the order of the Seller then the Buyer warrants that the use of the same for the production, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

14. Property

- 14.1 Subject to clause 14.2 all designs, specifications, information, materials and equipment provided by the Buyer to the Seller ('Property') shall remain the exclusive property of the Buyer.
- 14.2 The Seller shall be entitled to a general lien on all Property in the Seller's possession (including Goods which have been paid for) for all sums due from the Buyer to the Seller under this or any other contract.
- 14.3 Property in the Seller's possession shall be at the Buyer's risk and shall be insured by the Buyer.
- 14.4 The Seller shall be entitled to make a reasonable charge for storing Property either prior to the making of the contract of sale or after the Delivery Date.
- 14.5 Type may be distributed and lithographic, photogravure or other work effaced immediately after the making of the contract of sale unless otherwise agreed in writing by the Seller.

15. Insolvency or other default of Buyer

- If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums due from the Buyer to the Seller (including, without limitation, the costs of labour, materials and other production costs already incurred by the Seller) shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have:

- 15.1 suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part; and/or
- 15.2 exercise any of its rights pursuant to this contract.

16. Remedies of Buyer

- 16.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 16.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.

17. Notices

- Any notice required to be served pursuant to this contract of sale shall be in writing and served by first class post or by hand on the Seller at Unit 8, Sketchley Meadows, Sketchley Lane Industrial Estate, Hinckley, Leicestershire LE10 3EN or such other address as the Seller may from time to time notify to the Buyer and on the Buyer at the Buyer's registered office or principal place of business.

18. Headings

- All headings are for ease of reference only and shall not affect the construction of this contract.

19. Severance

- Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

20. Waiver

- No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

21. Force majeure

- The Seller shall not be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond its reasonable control.

22. Arbitration

- 22.1 This contract is subject to the law of England and Wales.
- 22.2 If any dispute or difference shall arise between the parties as to the meaning of this contract or any matter or thing arising out of or connected with this contract then it shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or (in default of agreement within 21 days of the service upon one party of a written request to concur in such appointment) by the President for the time being of the Chartered Institute of Arbitrators.