

## EBURY LTD CONDITIONS OF SALE

### 1 INTRODUCTION

- 1.1 The following conditions apply to the sale, loan, hire, servicing or repair of goods supplied by Ebury Ltd, T/A Peak Envelopes, Peak Paper Sales, Peak Envelopes Ireland, Wessex Envelopes, Flaps Envelopes or Enviroflute, or any other name that it may trade under (and its successors) hereinafter called "the Company" or "Seller". These conditions supersede any earlier conditions of the Company and apply to all contracts and override all conditions stipulated by the Buyer and any other agreements between the parties relating to the subject matter hereof are hereby terminated. No alterations or addition to nor exclusion of, any part of these conditions shall be applicable unless in writing by a Director of the Company.

### 2 INTERPRETATION

- 2.1 The definitions and rules of interpretation in this condition apply in these conditions.  
Buyer: the person, firm or company who purchases the Goods from The Company.  
The Company: Ebury Ltd, T/A Peak Envelopes, Peak Paper Sales, Peak Envelopes Ireland, Wessex Envelopes, Flaps Envelopes or Enviroflute, or any other name that it may trade under (and its successors)  
Conditions: the terms and conditions set out in this document;  
Contract: any contract between The Company and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.  
Delivery Point: the place where delivery of the Goods is to take place as specified in the Order or as mutually agreed between the parties in writing.  
Goods: the goods as specified in the Order to be supplied to the Buyer by The Company (including any part of parts of them).  
Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order form or the Buyers written acceptance of The Company's quotation.  
Specification: any specification for the Goods, including any related plans and drawings that is agreed in writing by the Buyer and The Company. A reference to a particular law or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.2 A reference to one gender includes a reference to the other gender.  
2.3 Words in the singular include the plural and in the plural include the singular.  
2.4 Condition headings do not affect the interpretation of these conditions.  
2.5 A reference to writing or written includes emails and facsimile.

### 3 APPLICATION OF TERMS

- 3.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.  
3.2 These Conditions apply to all The Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a partner for and on behalf of The Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of The Company which is not set out in the Contract. Nothing in this condition shall exclude or limit The Company's liability for fraudulent misrepresentation.  
3.3 Each Order or acceptance of The Company's quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to buy Goods in accordance with these conditions.  
3.4 No Order placed by the Buyer shall be deemed to be accepted by The Company until it is accepted by The Company in writing at which point the Contract shall come into existence.  
3.5 The Buyer shall ensure that the terms of its Order and any applicable Specification are complete and accurate.

### 4 DESCRIPTION

- 4.1 The Goods are described in the Order as modified by any mutually agreed Specification.  
4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions, illustrations, weights and measurements are to be taken as guide only and are not binding in detail. They shall not form part of the Contract and this is not a sale by sample.  
4.3 Whilst the Company will take all reasonable steps to try to colours this cannot be guaranteed and the Contract shall be deemed to have been performed by delivery of goods of the general shade and density of colour and the general clarity stipulated in the proof.  
4.4 The Company shall not be liable for errors in proof which have been submitted to and approved by the Buyer.  
4.5 The Company reserves the right without notice and without affecting the validity of the contract, to make such changes in materials, dimension and design as are reasonable or desirable.  
4.6 It is the responsibility of the Buyer to examine goods for defects in materials and/or workmanship which are likely to cause damage or injury.  
4.7 The Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of a Specification. This Clause shall survive termination of the Contract.

### 5 DELIVERY

- 5.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business being Aspect Gate, 1 Olds Approach, Watford, WD18 9RF (Delivery Location).  
5.2 The Buyer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery. Storage will be charged on goods we have to store beyond this timeframe, unless otherwise agreed.  
5.3 Delivery is completed on the completion of the Buyer loading the Goods at the Delivery Location.  
5.4 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery is not of the essence and shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.  
5.5 Subject to the other provisions of the Conditions, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days.  
5.6 If for any reason the Buyer fails to take or accept (whichever is applicable) delivery of any of the Goods when they are ready for delivery or, if the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations: (a) Risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence); (b) The Goods shall be deemed to have been delivered at [9.00 am] on the [eighth] Business Day after the day on which the Company notified the Buyer that the Goods were ready; and (c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). If the Company agrees to deliver the Goods to the Buyer in accordance with clause 4.1, the Buyer shall provide at its expense any adequate and appropriate equipment and manual labour which in the Company's opinion is reasonably required for unloading the Goods at the Delivery Point.  
5.7 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity specified in the Contract Order or Specification (whichever is applicable), the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and on receipt of notice from the Buyer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.  
5.8 The Company cannot guarantee that the dimensions of the Goods will be precisely as specified in the Contract, Order or Specification (whichever is applicable) and the Buyer shall accept the Goods provided the dimensions are within plus or minus 5% of that specified.  
5.9 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with provisions of the Contract, Order or Specification whichever is applicable.  
5.10 Each instalment shall be deemed a separate contract and no cancellation or termination of any one Contract relating to any instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment  
5.11 Claims in respect of short deliveries, packing errors or damage to goods in transit must be notified immediately by telephone and in writing within 3 days of receipt of goods.  
5.12 In the event of refused deliveries or any subsequent change in delivery address or split deliveries, there may be extra charges.  
5.13 All goods held in storage for the Buyer shall be held at the Buyer's risk and they are responsible for their insurance.

### 6 Returned Goods Requests

- 6.1 Requests to return correctly supplied goods, for whatever reason, will only be accepted subject to a 20% handling charge or £25.00 whichever the greater and any carriage or additional costs incurred by the Company.  
6.2 Such goods must be returned to us, carriage paid in their original condition within 14 days of invoice date.  
6.3 Correctly supplied goods, which have been supplied to special order (i.e. not stock items) may not be returned under any circumstances.

### 7 Non-delivery

- 7.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.  
7.2 Goods will be deemed to have been accepted by the Buyer on delivery and delivery notes or signatures qualified by 'unchecked' will be taken that the delivery details are as the delivery note states unless the Company is notified in accordance with 5.4.  
7.3 If [14] days after the day on which The Company notifies the Buyer that the Goods are ready for collection the Buyer has not collected them, the Company may resell or otherwise dispose of part or all of the Goods.  
7.4 The Company reserves the right to change allocations of stock against outstanding booked sales orders at any point and without prior notice.  
7.5 Claims for non-delivery must also be made within 3 days of invoice.  
7.6 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.  
7.7 The company reserves the right to re-allocate available stock

### 8 RISK/TITLE

- 8.1 The Goods are at the risk of the Buyer from the time of delivery.  
8.2 Subject to 6.5 title of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:  
(a) The Goods; and  
(b) All other sums which are or which will become due to the Company from the Buyer on any account  
In which case title to the Goods shall pass at the time for payment of all sums.  
8.3 Until title of the Goods has passed to the Buyer, the Buyer shall:  
(a) Hold the Goods on a fiduciary basis as the Company's bailee;  
(b) Store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

- (c) Not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (d) Maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks from the date of delivery to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
  - (e) Notify the Company immediately if it becomes subject to any of the events listed in condition 7.
  - (f) Give the Company such information relating to the Goods as the Company may require from time to time.
- 8.4 Subject to condition 6.5 the Buyer may resell or use the Goods before title has passed to it solely on the following conditions:
- (a) Any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - (b) The Buyer shall deal as principal when making such a sale.
  - (c) Title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.
- 8.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in condition 7, then, without limiting any other right or remedy the Company may have:
- (a) the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
  - (b) the Company may at any time;
    - (i) require the Buyer to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
    - (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any property where the Goods are stored in order to remove them.
- 8.6 The seller retains the right to allocate or subsequently reallocate any payments against specific invoices
- 8.7 Nothing in this condition shall confer any right upon the buyer to return the goods sold hereunder or to refuse or delay payment therefore unless otherwise agreed with the seller.

## 9 TERMINATION

- 9.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- (a) The Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator, administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolutions is passed or a petition presented to any court of the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - (b) The Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/ its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or The buyer ceases to trade; or
  - (c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - (e) The Buyer encumbers or in any way charges any of the Goods.
- 9.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in Clause 7.1(a) to Clause 7.1(e), or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 9.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 9.4 The Company shall be entitled to recover payment for the Goods notwithstanding that title of any of the Goods has not passed from the Company.
- 9.5 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 9.6 The Buyer warrants that when similar goods are purchased from the Company on separate orders, the Buyer will operate a stock rotation system such that all goods held are those delivered against the most recent orders for those goods.
- 9.7 In addition to any right of lien to which the Company may by law be entitled, the Company shall (in the event of the Buyer's insolvency) be entitled to a general lien on all goods of the Company in the Buyer's possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer by the Company under the same or any other contract.
- 9.8 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 7 shall remain in effect.

## 10 PRICE

- 10.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out by The Company (whether by quote, price list or otherwise) published on the date of delivery or deemed delivery as confirmed in writing at the time of order.
- 10.2 Unless otherwise agreed in writing by the Company, the price for the Goods shall be exclusive of
- (a) any value added tax, which the Buyer shall additionally be liable to pay to the Company at the prevailing rate, subject to a receipt of a valid value added tax invoice;
  - (b) all costs and charges in relation to packaging, loading, unloading, carriage and insurance, which shall be invoiced to the Buyer when it is due to pay for the Goods.
- 10.3 the Company may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions.
- 10.4 All prices and quotations given are subject to sight of final artwork or specification and the company shall not be held liable for any misinterpretation, omissions or errors in any quotation given.
- 10.5 Any item not specifically details in a quotation to the customer, e.g. transport, plates, origination, artwork etc, are not included in the quoted price and are subject to extra charges, including storage and multiple deliveries; unless otherwise stated.

## 11 PAYMENT

- 11.1 The Company may invoice the Buyer for the Goods on or at any time after the completion of delivery.
- 11.2 Charges for the goods or services supplied shall be paid in full on or before delivery or completion unless the Buyer has an agreed credit account with the Company (confirmed in writing). Where the Buyer has such an account, payment shall be made by the end of the month following date of the invoice. No payment shall be deemed to have been received until the Company has received cleared funds.
- 11.3 Time for payment shall be of the essence.
- 11.4 If the Buyer fails to make any payment due to the Company under the Contract by the due date for payment, then the Buyer shall pay interest on outstanding monies at the rate of 2.5% per month or part month, which shall be due for payment immediately. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 11.5 In the event of an account being overdue, the Buyer shall be responsible to indemnify the Company for costs incurred in collecting the amount including charges payable to debt collectors, solicitors etc on a full indemnity basis. This includes the cost of legal action against the Buyer in order to obtain payment of outstanding accounts, the Buyer is responsible to pay the Company for any bank or other charges incurred on unpaid or returned cheques.
- 11.6 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have and without notice, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.
- 11.7 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 11.8 The Company may claim compensation for any monies that are not paid on the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 11.9 The Director/Directors of limited liability companies, public limited companies and the Member of limited liability partnerships guarantee both personally and severally to pay any debts remaining unpaid through the default of their company or partnership. The opening of a credit account shall be held to be sufficient consideration in respect of this.
- 11.10 The following conditions apply where the buyer is a limited company and a director of it gives a personal guarantee (the guarantee) as to the performance of its obligations to us.
- (a) The guarantor shall not be discharged or released from his guarantee by any arrangement made between us and the buyer (whether or not made with the guarantor's consent) or by any amendment to or termination of the relevant contract between us and the buyer or by any forbearance or indulgence whether as to payment, time, performance or otherwise which we may grant the buyer with or without the consent of the guarantor.
  - (b) Also, the guarantee shall not be discharged by any partial performance by the buyer of its contractual obligations nor shall it be affected by any insolvency, liquidation or other incapacity of the buyer or any other person.
  - (c) Our rights under the guarantee are additional to, shall not be affected by and shall not prejudice any other security or remedy available to us.
- 11.11 The Company may close the Buyer's account at any time at its discretion and all amounts owed will become immediately due. In the case of overdue monies we reserve the right to place the account on hold and suspend any orders or any work placed with us until such monies are received.
- 11.12 The Company (or Companies within the group) reserve the right to offset any monies owed to the customer against any monies due to the Company (or associated Companies) however they may have arisen.
- 11.13 Cash payments of more than £10,000 per transaction cannot be accepted as we are not a registered High Value Dealer.

## 12 QUALITY

- 12.1 The Company warrants that (subject to the other provisions of these conditions) upon delivery the Goods shall be free from material defects in design, material and workmanship and be of satisfactory quality within the meaning of the Sale of Goods Act 1979. No warranty is given however that the Goods will be fit for the Buyer's purpose – the Buyer must satisfy itself that the Goods are fit for any purpose the Buyer intends to use them for.
- 12.2 The Company shall not be liable for a breach of the warranty in condition 10.1 nor shall The Company be liable for any shortfall in quantity or any other defect in the Goods unless:
- 12.2.1 A) The Buyer gives written notice of the defect to The Company, and, if the defect is as a result of damage in transit to the carrier, within a reasonable time of discovery; and
  - 12.2.2 (b) The Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by The Company) returns such Goods to The Company's place of business at The Company's cost for the examination to take place there.
- 12.3 The Company shall not be liable for a breach of the warranty in condition 10.1 or for any other defect in the Goods if:
- 12.3.1 The Buyer makes any further use of such Goods after giving such notice; or
  - 12.3.2 The defect arises because the Buyer failed to follow The Company's oral or written instructions as to the storage, installation, commissioning, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
  - 12.3.3 The Buyer alters or repairs such Goods without the written consent of The Company; or
  - 12.3.4 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
  - 12.3.5 The Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 12.4 Subject to condition 10.2, and condition 10.3, if any of the Goods do not conform with condition 10.1, The Company shall at its option repair or replace such defective Goods/service or

- refund the price of such defective Goods/service at the pro rata contract rate provided that, if The Company so requests, the Buyer shall, at The Company's expense, return the Goods or the part of such Goods which is defective to The Company.
- 12.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.6 These conditions shall apply to any repaired or replacement Goods supplied by The Company.
- 13 BESPOKE PRODUCTS AND CALL OFF ORDERS**
- 13.1 In the event of products produced to the Buyer's specification such as, but not restricted to, printed or nonstock size merchandise and in the event of standard merchandise ordered by the Buyer for stocking at The Company where this stock is to be called off for delivery as required by the Buyer:
- a. Cancellation of all or part of the order may be subject to a charge up to 100% of the order value;
- b. The Company reserves the right to deliver and invoice the balance of a call off order at any time and may do so if the order is outstanding for more than 3 months.
- 13.2 Any cancellation or reduction in quantities of overprint or bespoke orders must be given in writing and the customer will be liable for any additional costs and/or costs incurred by the Company to date.
- 14 LIMITATION OF LIABILITY**
- 14.1 The Company shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 14.2 The Company's total liability to the buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of the Goods or Services ordered from The Company under the Contract.
- 14.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.4 Nothing in these conditions excludes or limits the liability of The Company:
- a. For death or personal injury caused by The Company's negligence; or
- b. Defective products under section 2 (3), Consumer Protection Act 1987; or
- c. Breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- d. For any matter for which it would be illegal for The Company to exclude or attempt to exclude its liability; or
- e. For fraud or fraudulent misrepresentation.
- 15 INDEMNITY**
- 15.1 The Buyer shall indemnify The Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) (each a Claim) suffered or incurred by The Company arising out of or in connection with any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with names, words, designs or logos printed or displayed on Goods at the request of the Buyer.
- 16 ASSIGNMENT**
- 16.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 16.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of The Company.
- 17 FORCE MAJEURE**
- 17.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of The Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials at a viable price, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to The Company to terminate the Contract.
- 18 GENERAL**
- 18.1 Each right or remedy of The Company under the Contract is without prejudice to any other right or remedy of The Company whether under the contract or not.
- 18.2 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provision of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.3 Failure or delay by The Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4 Any waiver by The Company or any breach of, or any default under, any provision of the contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties subject to the exclusive jurisdiction of the English courts.
- 18.7 Please note that all of our calls are recorded for training and monitoring. The Company can only use the data for the explicit purpose for which it was gathered, data cannot be released to third parties and the customer has legal right to access any data held about them. The Company will keep recordings for 3 months.
- 19 COMMUNICATIONS**
- 19.1 All communications between the parties about the Contract shall be in writing and delivered either by hand, email or sent by pre-paid first class post:
- a. (in case of communications to the Company, to Aspect Gate, 1 Olds Approach, Watford, WD18 9RF or such changed address as shall be notified to the Buyer by The Company; or
- b. (in the case of communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the contract or such other address as shall be notified to The Company by the Buyer.
- 19.2 Communications shall be deemed to have been received:
- a. If sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- b. If delivered by hand, on the day of delivery; or
- c. If sent via email the date and time the email was received
- 19.3 Communications addressed to The Company shall be marked for the attention of the Partners.
- 20 PERSONAL LIABILITY OF DIRECTORS/MEMBERS OF BUYER**
- 20.1 The Company only enters into contract with limited companies or limited liability partnerships (LLPs) on the understanding that the directors of the limited companies or members of the LLPs will personally guarantee payment by the company or (as the case may be) the LLP of The Company's invoices for the Goods.
- 20.2 By allowing the Buyer to enter into the Contract, all directors of any Buyer which is a limited company or (as the case may be) all members of any buyer which is a LLP jointly and severally personally guarantee payment to The Company of all sums due to The Company under the terms of the Contract.
- 20.3 The personal guarantees provided for in condition 20.2 will be enforceable against the directors or (as the case may be) members of the buyer notwithstanding any delay in collection or additional time or indulgence which The Company may give the Buyer in relation to payment.
- 21 GOVERNING LAW**
- 21.1 Any contract between the Buyer and the Company shall be construed in accordance with the Law of England. The Buyer agrees to submit to the jurisdiction of the Courts of Law in England in respect thereof.
- 22 HEALTH AND SAFETY**
- 22.1 The Buyer undertakes for the purposes of the Health and Safety at Work Act, etc. 1974, that it will take all necessary steps to ensure so far as is reasonably practicable that the goods will be safe and without risk to health when properly used and acknowledges that responsibility for compliance with any applicable health and safety or fire regulations upon the assembly and installation of the goods shall lie entirely with the Buyer.
- 23 ADVICE, INFORMATION AND OPINION**
- 23.1 Advice, information and opinion given by any partner, employee or agent of the Company is given without legal responsibility.
- 23.2 Any recommendation or suggestion relating to the use of the goods made by the Company either in technical literature or in specific enquiry, is given in good faith, but it is for the Buyer to satisfy himself of the suitability of the goods for his particular purpose, and he shall be deemed to have done so.
- 24 OVERPRINTING MANUFACTURED STOCK ENVELOPE ORDERS**
- 24.1 All prices quoted are subject to sight of artwork, and print ready artwork being supplied.
- 24.2 Any amendments, setting, scanning or proofing will be charged extra. None of the above are included in any price quoted unless otherwise stated.
- 24.3 The Company shall not be liable for any errors in content, position or colour specification on any artwork, disk or filmwork supplied by the Buyer.
- 24.4 It is the buyers responsibility to confirm the position of any postal marks or requirements, with the Post Office or other such bodies, the Company shall not be held responsible for any failure by the Customer to do so.
- 24.5 All artwork and films supplied by the Buyer are held at the Buyer's risk and it is his responsibility to insure such against damage or loss. After two years such artwork and film will be disposed of.
- 24.6 Orders for overprinting manufactured stock are treated as two separate instructions: (a) to supply the exact amount of plain manufactured stock and (b) to overprint same. Overprinting is accepted subject to a tolerance of up to a maximum of 10% to cover set up and wastage. Whilst wastage is kept to the absolute minimum, if any resultant shortfall on the quantity originally ordered is likely to cause problems the Buyer is advised to increase the order accordingly. The Company accepts no responsibility for any resultant losses which may be caused by any overprinting shortfall.
- 24.7 The Company employs several different processes to print envelopes depending upon their size, quality, quantity ordered and delivery time required. Slight variations in colour, density and quality may occur due to the particular printing process employed, the speed at which they run, the position of the seams, the colour of the paper and the flap type. Whilst every care is taken to print to a high standard, no responsibility is accepted for variations in colour or quality due to the process used, the envelope colour or quality, or high-speed running to comply with the Buyers delivery dates.
- 24.8 Dimensions of envelopes, flaps, windows and window positions are nominal and can vary by plus or minus 2mm which may lead to slight variations in register and position of overprinting.
- 24.9 The Company shall not be required to print any matter which in their opinion is or may be of an illegal or libelous nature. The Company shall be indemnified by the Customer in respect of certain claims, costs and expenses arising out of any libelous matter printed for the Customer or any infringement of copyright, patent or design. The Company will not print anything that is pornographic, morally offensive or anti-government in content, and reserves the right to refuse to produce any job on sight of artwork.