

# TERMS AND CONDITIONS OF SALE



## DEFINITIONS

1. In these conditions unless the context otherwise required:-
  - (a) "The Company" shall mean Central Mailing Services Limited.
  - (b) "The Customer" shall mean the person or company for whom the work is to be done and/or goods or services supplied.

## QUOTATIONS

2. (a) Quotations indicate the price exclusive of VAT at which the Company would be willing to do work subject to sight of a suitable sample. They are not offers to do work and any order placed on the basis of a quotation must be accepted by the Company in writing for contract to arise. Any such contract shall be made on these Conditions which shall constitute the entire agreement between the Customer.  
(b) Rates shown on the quotation are based on a uniform run of the quantity shown. Any variation in the quantity may give rise to a variation in the rates.

## VARIATIONS

3. (a) Neither the Company nor the Customer shall be bound by any variation waiver of or addition to these conditions except as agreed by both parties in writing and signed on their behalf.  
(b) No employee or agent of the Company has authority to give any representation or warranty as to the efficacy, safety suitability or otherwise of the goods, work or materials supplied or used.

## PRICE

4. (a) The contract price is based on information available to the Company at the date thereof and if between that date and the date upon which work is delivered to the customer there shall be any variation in the cost of materials labour or overheads the contract price may in the absolute discretion of the Company be adjusted to take account of such variation.  
(b) The contract price does not include any charge which may be incurred by the Company in rearranging the customer's merchandise supplied and/or delivered by the customer or its agent. If the customer also requires inserts to be packaged the inserts must conform to the Company's machinery requirements and where possible an example of the insert forwarded to the Company for approval. The Company shall be entitled to charge for any additional work incurred by the Company in rearranging sorting cutting folding or otherwise dealing with the customer's inserts in order to make them suitable for the Company's machinery and the Company may request the customer to forward immediately a remittance on account of the additional costs to be incurred, the balance, if any, being charged to the customer's account.  
(c) Should expedited delivery be agreed and necessitate overtime or other additional cost an extra charge may be made.  
(d) The Company shall be entitled to charge the amount of any taxes (including Value Added Tax) duties and charges whether or not included in the quotation.

## DELIVERY

5. (a) The Company will use its reasonable endeavours to deliver on the delivery date specified in the order but time shall not be the essence of the contract unless otherwise expressly stated on the order and accepted by the Company.  
(b) The Company shall not be liable for any direct or indirect loss or damage arising from failure to deliver or despatch goods in accordance with the contract or delay in delivery or dispatch of goods caused by war, strikes, lock outs, fire, flood, explosion, government restriction, failure to obtain or shortages of materials, by any other cause wholly or partially beyond the Company's control. In the event of such failure or delay resulting from negligence by the Company or any of its employees the liability of the Company shall not exceed the proportion of the contract price which is attributable pro rata to the goods so affected. Any greater liability on the Company and all liability whatsoever for consequential loss or damage is hereby agreed to be excluded.

## DELIVERY BY INSTALMENTS

6. Where delivery is to be made by instalments each delivery shall be deemed to constitute a separate enforceable contract and the Company shall be entitled to issue and be paid on a separate invoice for each such delivery. Failure to make any one or more deliveries shall not affect the enforceability of the order as to remaining deliveries.

## STORAGE CHARGE

7. The Company shall be entitled to make a reasonable charge for the storage of the Customer's property left with the Company for more than fourteen days before the commencement of the contract or for more than fourteen days after notification to the customer of completion of the contract.

## MATERIAL SUPPLIED

8. The Company may reject any paper, film, plate, printed sheets, signatures and other materials supplied by the Customer (the Customer's material) if in its opinion it is unsuitable or of defective quality. Any additional cost incurred shall be charged by the Company to the Customer. Such supply of specification must be within 5 working days prior to production and of an adequate quantity to allow for reasonable spoilage, according to the process and length of run. The Customer shall be solely responsible for and shall indemnify the Company against any loss or damage resulting from any delay in the Company's receiving any Customer's material or from any defect in or unsuitability for the intended purpose of any of the Customer's material. Failure by the Company to reject any material shall not imply its suitability nor, unless such failure is due to gross negligence, release the Customer from liability under this Condition.

## SURPLUS MATERIALS

9. Any surplus of materials supplied by the Customer will only be returned on completion of the contract to the extent that the same exceeds 10% of the delivery order.

## CONFIDENTIALITY

10. The Company hereby undertakes to keep safe and confidential all information which is not in the public domain which is given to us by you for the purpose of enabling us to perform the Services and also keep safe and confidential all such information which comes into our hands during the performance of the Services.

## LIEN

11. Without prejudice to other remedies the Company shall in respect of all unpaid debts due from the Customer have a general lien of all materials and property in its possession and shall be entitled on the expiration of fourteen days notice to the Customer to dispose of such goods or property as it thinks fit and to apply any proceeds towards such debts.

## RISK

12. The Company shall use its reasonable endeavours to keep safe any goods or materials of the Customer in the Company's possession but such goods and materials will be held at the same Customer's risk in all aspects. Subject to the following proviso the Company shall not be liable for any loss or damage whatsoever whether direct or consequential howsoever caused or suffered in relation to such goods and materials provided that in the event of such loss or damage arising from the event of such loss or damage arising as the result of the negligence of the Company or its employees the liability of the Company shall not exceed that proportion of the contract price which is attributable pro rata to the goods or materials so affected. Any further liability on the Company and all liability whatsoever for consequential loss is hereby agreed to be excluded. The Customer shall insure any such goods and materials against loss or damage.

## CORRECTIONS

13. Customers corrections on or after the first proof including alterations in style, type of printing, ink or method of packaging will be an extra charge. In the event of the customer approving a proof the Company will not be responsible for any error in the proof which has been approved by the Customer and such error shall not entitle the Customer to reject all or any of the finished work.

## INDEMNITY

14. The Customer hereby undertakes fully and effectually to indemnify and to keep indemnified the Company from and against all costs, expenses, damages and losses in connection with any third party claims or proceedings whatsoever (including claims or proceedings settled by the Company at its discretion) in respect of goods made or worked on or carried out by the Company pursuant to the Contract. The foregoing includes (but not by way of limitation) claims or proceedings relating to copyright, trade marks, patents and other industrial property.

## RULING PRICES

15. The contract is subject to market fluctuations and ruling prices of materials, labour and insurance at the time of delivery or during the period of the contract. Where increased costs are incurred the Company reserves the right to charge such increases to the Customer's account.

## TERMS OF PAYMENT

16. (a) Payment will be due 30 days following the date of invoice unless the quotation specified otherwise. Postages and other expenses will be invoiced separate and will, when required by the Company be payable before goods are posted.  
(b) The Company reserves the right to refuse to execute any order or contract if the arrangements for payment of the Customer's credit are not satisfactory to it. In the case of non-payment of any account when due, or in the case of death, incapacity, bankruptcy or insolvency of the Customer, or when the Customer is a limited company in the case of liquidation or the appointment of a receiver, then the purchase price of all goods delivered and/or work executed by the Company to the Customer and date and any sums due to the Company from the Customer to date and any sums due to the Company from the Customer for any other account shall immediately become due and payable from the Customer to the Company and in addition the Company is to have the right to cancel every contract made with the Customer or to cancel or suspend or discontinue delivery of goods and materials at its option without prejudice to its right to recover any loss sustained.  
(c) Any property or raw materials forming part of the contract in the possession of the Company pending processing all remain with the Company until such time as the contract has been completed and final payment made by the Customer.

## FORCE MAJEURE

17. Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Company or to such variation or delay as the Company may find necessary as a result of inability to secure labour, materials or supplies, any act of God, war, strike, lockout or other labour dispute, flood, drought, legislation or other cause, whether of the foregoing class or not, beyond the reasonable control of the Company and the Company shall not be liable for any inability to deliver in accordance with the contract caused by such contingency except insofar as the Unfair Contract Terms Act 1977 or other relevant statute shall provide to the contrary. The Company will notify the Customer of any cancellation, delay or variation as soon as is reasonably practicable and will render such assistance as the Company considers appropriate under the circumstances in order to obtain or effect the whole or partial performance of the contract.

These conditions are governed by English Law and all disputes shall be decided by the English Courts.