

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 'Seller' means Guardian Display Ltd, Unit 2, 50 Progress Road, Leigh-on-sea, Essex, SS9 5PR. Company Registration number 6959176. Registered in England.
- 1.3 'Delivery Date' means the date specified by the seller when the goods are to be delivered.
- 1.4 'Goods' means the articles, which the buyer agrees to buy from the seller.
- 1.5 'Price' means the net price for the goods excluding carriage, packing, insurance and VAT.
- 1.6 'Conditions' means the terms and conditions of sale set out hereunder and any special terms and conditions agreed in writing by the seller.
- 1.7 'Writing or Written' includes e-mail, facsimile transmission, telex, cable, and comparable means of communication.

2 Conditions

- 2.1 These conditions shall apply to all contracts for the sale of goods (whether written or oral) 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 Acceptance of delivery of the 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.
- 2.5 No work will commence until the buyer's approval of artwork has been received. The buyer will meet any costs (in full) arising from changes requested once production has commenced.

3 Price and Payment

- 3.1 The contract price, duties and charges (all of which are exclusive of the contract price), and VAT shall be due 30 days from the date of the invoice.
- 3.2 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above Bank of England base rate (as allowed by The Late Payment of Commercial Debt (Interest) Act 1998). We reserve the right to recover all costs incurred recovering debts.
- 3.3 Quoted prices are subject to the sight of artwork, and we reserve the right to charge for technical time where retouching, scanning or artwork amendments are required.

4 Tolerances

- 4.1 The quantity and description of the goods shall be as set out in the seller's quotation or confirmation of order. Unless the buyer specified in writing in his order any particular tolerances concerning dimensions, colours etc. and supplies all necessary and sufficient detail, the goods will be supplied in accordance with normally commercially acceptable standards, or the standard quality which is customary for the type of goods ordered.
- 4.2 The seller may from time to time make changes in the specification of the goods which are required to comply with any applicable safety or statutory requirements or which do not naturally affect the quality or fitness for purpose of the goods.

5 Warranties and Liability

- 5.1 Subject to the terms of the contract the seller warrants that the goods will at the time of delivery comply with the descriptions stated in the seller's quotation or confirmation of order, subject to standard tolerances relating to dimensions, colours, etc.
- 5.2 The seller warrants that the goods are of merchantable quality.
- 5.3 No condition of warranty is given or implied as to the fitness for purpose or suitability for their intended purpose of the goods whether known to the seller or not.

6 Delivery

- 6.1 Delivery of the goods shall be made to the buyer's address, or other address specified in the seller's quotation or confirmation of order on or before the delivery date. The buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery.
- 6.2 Notification by the seller to the buyer that the goods are available for delivery to an independent carrier or to the buyer or his agent shall constitute delivery to the buyer. In all cases the carrier acts as agent of the buyer.
- 6.3 The risk in the goods shall pass to the buyer upon such delivery taking place.
- 6.4 Subject to the other provisions of these terms, the seller shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the goods nor will any delay entitle the buyer to terminate or rescind the contract.

7 Acceptance of Goods

- 7.1 Invoice queries will not be considered unless they are advised in writing within 7 days of the date of invoice.
- 7.2 After acceptance the buyer shall not be entitled to reject goods, which are not in accordance with the contract.

8 Risk and Property

- 8.1 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the buyer until the seller has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the seller to the buyer for which payment is then due.
- 8.2 Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as the seller's fiduciary agent and bailee, and shall keep the goods separate from those of the buyer and third parties and properly stored, protected and insured and identified as the seller's property, but the buyer shall be entitled to resell or use the goods in the ordinary course of its business.
- 8.3 Until such time as the property in the goods passes to the buyer (and provided the goods are still in existence and have not been resold), the seller shall be entitled at any time to require the buyer to deliver up the goods to the seller and, if the buyer fails to do so forthwith, to enter upon any premises of the buyer or any third party where the goods are stored and repossess the goods.
- 8.4 The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the seller, but if the buyer does so all moneys owing by the buyer to the seller shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.

9 Remedies of Buyer

- 9.1 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.
- 9.2 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.
- 9.3 The seller shall not be liable to the buyer for late delivery or short delivery of the goods.
- 9.4 The liability of the seller to the buyer shall in any event be limited to the contract price and the seller shall not be liable for any indirect or economic loss arising from any breach by the seller of the terms and conditions of any contract between the seller and the buyer.

10 Force Majeure

The seller shall not be under any liability for any failure to perform any of its obligations under the order due to Force Majeure. For the purposes of this condition, "Force Majeure" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereafter.

11 Proper law of contract

These conditions of sale are subject to the law of England and Wales.