

CONDITIONS OF SALE

1. General

(a) Definitions

In these conditions of sale ("Conditions")

- (i) "Seller" means Banbury Labels Limited;
- (ii) "Buyer" means the person firm or company who places an order with the Seller for the manufacture and/or supply of any Goods;
- (ii) "Goods" means all Goods (including but not limited to labels) sold or supplied by the Seller to the Buyer.

(b) Exclusion of Terms Inconsistent Herewith

These conditions shall apply to all sales of Goods by the Seller to the Buyer to the exclusion of all other conditions that the Buyer may purport to apply whether in its order for Goods or otherwise. If the terms and conditions stated in the Buyer's order contain a provision(s) purporting to exclude these conditions the Seller's acceptance or acknowledgement of the Buyer's order shall constitute a counter offer incorporating these Conditions and the Buyer shall be deemed to have accepted these Conditions unless it notifies the Secretary of the Seller at its registered office to the contrary in writing within three days of the date of the Sellers acknowledgement of the Buyers order.

(c) Variation and Waiver

No variation cancellation or waiver of these conditions shall be valid unless made in writing and signed by a Director of the Seller.

2. Extent of Contract

The Buyer must notify the Seller within three days of the date of the Sellers acknowledgement if such acknowledgement does not accurately confirm the Buyers order failing which the Buyer shall be bound by the terms of the acknowledgement.

3. Acceptance

All offers, estimates, quotations, and price lists provided by the Seller are without engagement and all orders require the Sellers acceptance in writing in order to create a legally binding contract. Where the Seller has not previously had dealings with the Buyer or where the Buyer wishes to increase or extend its credit facilities with the Seller, then any such acceptance shall nevertheless be subject to the Buyer's credit status being approved or re-approved (as appropriate) and in such circumstances the Seller reserves the right to cancel orders without liability should the Seller subsequently determine (in its absolute discretion) that the Buyer's credit status is inadequate.

4. Label Designs

No responsibility is accepted for label designs whether designed by the Seller or produced to the Buyers design. The Buyer must ensure that any such designs do not infringe any copyright design rights or other such rights belonging to any third party and shall indemnify the Seller against any costs claims or demands resulting from any alleged infringement of copyright design rights or other such rights of third parties.

5. Materials and Adhesives

The materials and adhesives to be used on any Goods that are the subject of a quotation by the Seller shall either be those specified by the Buyer or alternatively (in the event that the Buyer has not specified any materials or adhesives to be used) those considered by the Seller to be the most suitable for use in the particular circumstances in which the Goods comprised in the quotation are stated to be required. The Buyer is at liberty to accept or reject the Sellers recommendations as to materials or adhesives and acknowledges that the suitability of such materials and adhesives is its sole responsibility.

6. Credit Accounts

The Seller may at its discretion grant the Buyer credit facilities which, if so granted, may be subject to such conditions as the Seller may from time to time deem appropriate, (including but not limited to a condition that one or more directors or other persons associated with the Buyer provide personal guarantees). The Seller will require suitable references to be provided before considering any application for credit facilities (usually consisting of two approved trade references). The Buyer authorises the Seller to carry out such checks concerning the Buyer's financial status as it may deem appropriate at any time (and from time to time) including carrying out checks via credit checking and/or credit reference agencies. The Seller reserves the right in its absolute discretion, and without being required to provide any reason for doing so, to cancel the Buyer's credit facilities at any time.

7. Proofs, Samples and Trial Products

(a) Proofs of the intended design of finished Goods (including any written explanations which form part of such proofs) and/or samples of any materials to be used in the manufacture of any Goods, and/or trial or experimental samples of finished Goods ("Trial Products"), may be submitted by the Seller to the Buyer from time to time for the Buyer's approval in writing. The Buyer agrees that by approving any such proofs, samples of materials and/or Trial Products (including any approval communicated by means of fax or email), the Buyer acknowledges and accepts that:

- (i) it has fully considered all such proofs (including any written explanations which form part of such proofs), samples of materials and/or Trial Products and is confirming that they fully meet its requirements and specifications;
- (ii) it does not require any further details or samples concerning any of the same;
- (iii) the Seller shall not be liable for any errors in such proofs, samples of materials and/or Trial Products which the Buyer may subsequently notice;
- (iv) in the event that it is necessary to prepare any additional or replacement proofs, samples of materials and/or Trial Products because the Buyer subsequently wishes to alter any designs, materials or method of manufacture used in the same, any additional work shall be charged extra.

(b) When style, type, layout, design or method of manufacture of any Goods is left to the Seller's judgement, changes to the same subsequently made by the Buyer shall be charged extra.

8. Preliminary Work

Unless the Seller has otherwise agreed, it shall be entitled to charge the Buyer on a time and cost basis for the manufacture of all or any Trial Products (including any Trial Products that are manufactured prior to the date on which the Seller accepts the Buyer's substantive order for the Goods arising out of such Trial Products).

9. Estimated Delivery Dates

Any dates quoted for delivery are estimates only. Whilst the Seller shall use reasonable commercial endeavours to deliver the Goods by the date specified on the order acknowledgement under no circumstances shall the Seller be liable for any delay in delivery howsoever arising or caused and time shall not be of the essence in this respect.

10. Expedited Despatch

Should despatch of the Goods be required sooner than the time normally required for their proper production, every effort will be made to ensure that the Goods are produced free from defects but reasonable allowance must be made by the Buyer in such cases and in particular reasonable allowance must also be made in the event that, because of the urgency of the situation, the Seller uses different materials (including inks) than those that it may have previously used in the manufacture of similar Goods. Should such despatch necessitate overtime being worked by members of the Seller's staff or other additional costs being incurred a charge will be made to cover the increased cost unless otherwise agreed in writing by the Seller.

11. Quantity Despatched

Every reasonable endeavour will be made to deliver the correct quantity of Goods ordered but owing to the difficulty of producing exact quantities a margin of 10% shall be permitted for overs or shortages. In the event that the Seller shall manufacture more than the quantity of Goods ordered it shall be entitled to charge for the excess up to the said permitted level of 10%. In the event that the Seller shall manufacture less than the quantity of Goods ordered it shall only charge for the quantity actually manufactured provided always that if the Buyer shall have already paid for the full quantity of such Goods a credit note will be issued in respect of the shortfall.

12. Partial Delivery

The Seller shall have the right to deliver the Goods ordered in one or more batches and to invoice the Buyer for such each batch so delivered on the same terms and conditions set forth herein. Each delivery, part delivery and part performance shall be deemed to represent a separate contract and failure of any delivery, part delivery or part performance shall not vitiate any contract in respect of any other delivery, part delivery or part performance.

13. Delivery of the Goods

All Goods will be delivered to the address specified as the delivery address in the Seller's order acknowledgement. Unless the Seller otherwise agrees in writing the address for delivery of the Goods shall be premises occupied by and under the immediate control of the Buyer. The Buyer shall be obliged to accept or, where the Goods are to be delivered to an address not under the immediate control of the Buyer, shall procure that the person having control of such premises accepts delivery of all Goods tendered for delivery between the hours of 8.30 am and 5.30 pm Monday to Friday (excluding bank holidays) notwithstanding that the Buyer (or where applicable, the person having control of such premises) may be unaware that the Seller (or its delivery agent) intends to deliver the Goods on the particular day in question or at the time in question. In the event that the Buyer (or where applicable, the person having control of such premises) refuses or is unable (for whatever reason) to accept delivery of any Goods during such hours then without prejudice to the Seller's right to claim damages, the Seller shall be entitled to charge the Buyer the costs incurred in re-delivering the Goods at a later time or date, or to suspend delivery of the Goods or to treat the contract as repudiated with regard to those Goods or to store the Goods at the expense and risk of the Buyer until they are collected by the Buyer or to do any combination of the foregoing.

14. Loss or Damage In Transit and Non-Delivery of the Goods

- (a) No claim in respect of any alleged shortages of or damage to any Goods whilst in transit will be considered by the Seller unless:
- (i) where Goods are delivered other than by the Seller's transport, the Buyer makes a claim in writing providing full particulars on the Secretary of the Seller at its registered office within seven days of receipt of the Goods.
 - (ii) where Goods are delivered by the Seller's transport, details of any shortages and/or damage are endorsed on the carrier's consignment note.
- (b) No claim in respect of any alleged non-delivery of the Goods will be considered unless the Buyer makes a claim in writing providing full particulars to the Secretary of the Seller at its registered office within twenty-one days of the receipt of the Seller's advice note.

15. Defective Goods

- (a) Subject to the provisions set out in clauses 7, 10 and 17 of these Conditions and subject further to the provisions and limitations set out in this clause 15, the Seller warrants that all Goods supplied to the Buyer will be of satisfactory quality.
- (b) Any complaints concerning defective Goods must be made in writing to the Secretary of the Seller at its registered office within twenty-eight days of receipt of the Goods by the Buyer. The Seller shall have no liability in respect of any defects notified after the expiration of that period.
- (c) If in the opinion of the Seller the complaint is justified, it shall have the option (in its absolute discretion) of either replacing the defective Goods or crediting the Buyer with the value of the defective Goods.
- (d) The Seller shall not be liable in the event that the Goods are not fit or suitable for a specific purpose save where full details of the intended use of the labels (and details of any specific issues arising out of such intended use) have been provided in writing by the Buyer to the Seller prior to acceptance of the Buyer's order by the Seller.
- (e) Save as stated in these Conditions all express or implied conditions and warranties statutory or otherwise are hereby expressly excluded provided always that nothing in these Conditions shall affect any liability which the Seller may incur for death or personal injury resulting from negligence or any other liability which may not be limited or excluded at law.
- (f) Without prejudice to the provisions set out above it is specifically provided and agreed that compensation and damages payable under any claim or claims arising out of the breach of any contract relating to the supply of any Goods shall not in any circumstances amount in aggregate to more than the price payable for the Goods forming the subject of the claim or claims.
- (g) Without prejudice to the above the Seller shall not be liable in any manner whatsoever for any consequential loss, damage or injury howsoever caused which may arise out of or in connection with the sale of Goods to the Buyer.

16. Standing Matter and Printers Materials

The Seller shall be entitled to dispose of all works prepared for the Buyer or in respect of the Goods supplied to the Buyer, 24 months after the order is executed unless written arrangements are made to the contrary. In the latter event the Seller shall be entitled to charge the Buyer a fee for retaining the works unless any other arrangement has been made. Ownership of plates, cylinders, cutters and tooling remains at all times with the Seller.

17. Buyers Property

All drawings, designs and other items which may be supplied by the Buyer to the Seller at any time shall be held by the Seller at the Buyer's risk. Where materials are supplied by the Buyer for use in the Goods reasonable care will be taken to secure the best results but no responsibility will be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.

18. Drawings

All drawings specifications and illustrations contained in any of the Seller's catalogues sales or promotional literature or elsewhere are included as a guide only and unless specifically stated to the contrary shall not form part of the contract with the Buyer in respect of any Goods to be supplied.

19. Property and Risk Ownership

- (a) Notwithstanding that the delivery of any Goods may have occurred, the property in all Goods sold or supplied by the Seller to the Buyer shall not pass from the Seller until:
- (i) the Buyer shall have paid the price for the Goods plus VAT in full; and
 - (ii) no other sums whatever shall be due from the Buyer to the Seller.
- (b) Until property in the Goods passes to the Buyer in accordance with clause 19(a) above the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller and shall store the Goods or shall procure that the Goods are stored (in each case at no cost to the Seller) separately from all other goods in its possession (or, where appropriate, separate from all other goods which are in the possession of the person having control of the premises at which the Goods are being stored from time to time) and marked in such a way that they are clearly identified as the Seller's property.
- (c) 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.
- (d) The Seller shall be entitled to recover the price for the Goods (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.
- (e) Until such time as property in the Goods passes from the Seller the Buyer shall upon request forthwith 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 (or to which the Buyer has access) where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 19(c) shall cease. In the event that the Goods are stored at any premises which are not under the immediate control of the Buyer (including the Buyer's customers premises), the Buyer shall procure that the Seller shall at all time have access to such premises for the purposes of exercising the rights contained in this clause 19.
- (f) 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.

Risk

The risk in the Goods shall pass to the Buyer on delivery to the Buyer or the Buyer's carrier or agent.

