

Terms and Conditions

1. Conditions Of Sale

No person other than the directors of the Seller's company (Keeley Travis Business Solutions Ltd) are authorised to do any of the following on behalf of the Seller:

- a) remove or vary any of these terms or introduce any other term (written or oral) into the contract.
- b) agree any condition precedent or enter into any collateral contract.
- c) accept any offer or counter offer by the Buyer.

2. Quotations

A quotation is for information only and is binding on the Seller only if and when to the extent that it is incorporated in an order which the Seller has accepted in writing, but subject as hereinafter written.

3. Terms

- a) all prices are subject to market fluctuations and the actual prices to be paid by the Buyer shall be the Seller's prices ruling at the date of despatch. The Seller shall be entitled to charge to the Buyer the amount of Value Added Tax for which the Seller shall be liable.
- b) goods must be paid for during the month following (i) date of despatch or (ii) notification by the Seller that the goods are ready for delivery, whichever the
- c) the time of payment of the price shall be of essence of the Contract.
- d) if the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
 - (i) cancel the contract or suspend any further deliveries to the Buyer; and
 - (ii) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (not withstanding any purported appropriation by the Buyer); and
 - (iii) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5 per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest).

4. Delivery

- a) unless otherwise agreed in writing the Buyer shall be bound to accept goods ordered by him on notification that they are ready for delivery. If the Buyer fails to take delivery the Seller shall have the exclusive option:
 - (i) to re-sell the goods and charge the Buyer for any shortfall below the price under the Contract OR
 - (ii) to invoice the goods whereupon payment in full shall become due forthwith OR
 - (iii) to charge at rates giving an economic return for the handling and storage of such goods from the invoice date until the eventual date of delivery to the Buyer or disposal elsewhere under the power of sale referred to above. The Buyer shall be liable for the insurance of such goods from the date on which he is notified that the goods are ready for delivery onwards.
- b) Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- c) If the Seller fails to deliver the Goods for any reason other than cause beyond the Seller's reasonable control (in which case clause 17 applies) or the Buyer's fault, ad the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- d) If goods are contracted to be delivered by instalments late delivery of one instalment shall not entitle the Buyer to reject any other instalments under the same contract.
- e) Claims in respect of short deliveries or damage to goods in transit must be notified by the Buyer to the Seller in writing within 3 days of receipt of the goods.

5. Customer's Default

The Seller may without prejudice to any of its other rights against the Buyer rescind the contract or suspend delivery under it if:

- a) any sum is owing and overdue by the Buyer to the Seller;
- b) the Buyer is in breach of any term of the contract;
- c) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- d) an encumbrance takes possession, or a receiver is appointed, of any of the property of assets of the Buyer; or
- e) the Buyer ceases, or threatens to cease, to carry on business; or
- f) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notified the Buyer accordingly.

6. Liability

- a) The Seller shall be under no liability;
- (i) in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- (ii) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working condition, failure to follow the Seller's or manufacturer's instructions (whether oral or in writing), miss-use or alteration without the Seller's approval;
- (iii) under any warranty, condition or guarantee, or any duty at common law, if the total price for the Goods has not been paid by the due date for payment;
- (iv) by an oral warranty or representation given or made on its behalf unless confirmed in writing.
- b) where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or (at the Seller's sole discretion), refund to the Buyer the price of the Goods (or a proportionate part of the price), provided a complaint is made in writing within 3 days after deliver and Goods returned within one month. The Seller shall have no further liability to the Buyer.
- c) subject as expressly provided in these Conditions (and specifically without prejudice to (b) above, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statue or common law are excluded to the fullest extent permitted by law.
- d) Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other terms, or any duty at common law, or under the express terms of the Contract, for any consequential or indirect loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions. Non-exhaustive illustrations of consequential or indirect loss include:
 - (i) loss of profit,
 - (ii) loss of contracts,
 - (iii) damage to the Buyer's property or property of another person or body,
 - (iv) personal injury or death to the Buyer or any other person than that caused by the Seller's negligence.

7. Description Of Goods

All descriptions and illustrations contained in any catalogues, price lists, advertising matter and other literature of the Seller are intended merely to present a general idea of the Goods described therein and none of them shall form part of the contract.

8. Own Label Goods

In the case of Goods which have been produced to the specification and / or bear the name of the Buyer or the Buyer's customers as the case may be ('own label goods'), the Buyer undertakes to purchase at the contract price all stocks of own label goods in finished and unfinished form which the Seller holds for the purpose of fulfilling the Buyer's requirements. Without prejudice to the generality of the foregoing, on the termination of any Contract between the Seller and the Buyer, for the supply of own label goods, the Buyer will accept and pay the contract price for all stocks of own label goods in finished and unfinished form then held by the Seller.

9. Risk And Property

- a) risk of damage to or loss of the Goods shall pass to the Buyer;
- (i) in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
- (ii) in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- b) 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 Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- c) 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. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller (but any warranties, conditions or representations given or made by the Buyer to any third party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) for the proceeds of sale of otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- d) If the Buyer incorporates the Goods into other products (with the addition of his Goods or those of others) or uses such Goods as material for other products(with or without such addition) the property in those products is upon such incorporation or use transferred to the Seller and the Buyer shall act as bailee of them and the Buyer will store the same for the Seller in a proper manner without charge to the Seller; in the event of such incorporation or use as is envisaged by this sub-clause the provisions of sub-clauses (b), (c), (e) and (f) of this clause shall apply, mutatis mutandis, to those products in place of the Goods.
- e) 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.
- f) 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 rights or remedy of the Seller) forthwith become due and payable.

10. Sketches, Designs, Blocks, Artwork, Proofs & Industrial Property Rights

- a) At the Seller's discretion, all sketches and designs or other work including author's correction on and after first proof produced or special materials purchased at the Buyer's request may be considered an order and charged for. No responsibility will be accepted for any error in proofs passed by him.
- b) The Seller shall be indemnified by the Buyer against any claim by a third party against the Seller arising out of any goods supplied to or work done for and Buyer including any infringement of copyright, patent trade mark or registered
- c) All sketches, drawings and designs or other work originated by or on behalf of the Seller and Copyright and all other intellectual property rights therein shall belong to the Seller.

11. Lien

Without prejudice to any of its other rights against the Buyer, the Seller shall in respect of all unpaid debts due from a Buyer have a general lien on all materials and equipment and other property of the Buyer in its possession, and shall be

entitled if any part of such debts shall remain unpaid at the expiration of 14 days after giving notice to the Buyer requiring payment thereof to dispose of such materials, equipment and other property as it thinks fir to apply the proceeds of sale (if any) in or towards payment of such debts.

12. Technical Manuals And Literature

All technical manuals and other literature, drawings, designs and specifications furnished to a Buyer by the Seller shall remain the property of the Seller and be carefully preserved by the Buyer and returned to the Seller on demand. No such manual literature, drawings or specification shall except with the express written consent of the Seller be reproduced by the Buyer in whole or in part. In default of written agreement to the contrary type may be distributed and

lithographic photogravure moulds, rubbers or other work effaced immediately after the contract has been performed.

13. Quantity Variations

A shortage or surplus charge pro-rata not exceeding 10 per cent will be considered due execution of any order and the Buyer shall accept the same subject to a pro-rata increase or reduction in the contract price.

14. Buyer's Property

Buyer's property when supplied will be held at Buyer's risk. The Buyer shall supply adequate quantities to cover normal spoilage. Every care will be taken to secure the best results where materials are supplied by the Buyer but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.

15. Seller's Duties Under Health & Safety At Work Act 1974

In so far as the Seller is under a duty pursuant to S.6 of the Health & Safety at Work Act 1974 in respect of the design, manufacture and supply of any article for use at work, the Buyer shall be deemed to have been afforded by the Seller reasonable opportunity for the testing and examination of goods or materials prior to delivery to the Buyer in respect of their safety and any risk.