

The Buyer's attention is in particular drawn to the provisions of condition 10.4.

1. INTERPRETATION

- 1.1 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.
Company: Contaminacion Grafica Limited.
Consumables : brochures, catalogues, albums and leaflets
Delivery Point: the place where delivery of the Goods is to take place under condition 0.
Goods: invitations, envelopes or any goods agreed in the Order Form to be supplied to the Buyer by the Company (including any part or parts of them).
Order: any order as detailed in the Order Form between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
Order Form: the Company's current Order Form.
Proof: the proof signed by the Buyer and the Buyer's customer confirming the design of the Goods and details to be inserted in the Goods.
Recommended Retail Price: the price set by the Company for re-sale of the Goods.
- 1.2 Words in the singular include the plural and in the plural include the singular.
- 1.3 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.3 the Order shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Order simply as a result of such document being referred to in the Order.
- 2.3 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 director 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 Order. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a director of the Company confirms acceptance (whether orally or in writing) or (if earlier) the Company delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that any information detailed in the Order Form is complete and accurate.
- 2.7 If any image or material forms part of the Buyer's specifications in the Order, such image or material must be of good quality and resolution.
- 2.8 The Buyer must ensure that any specifications detailed by the Buyer's customer in the Order will not result in the infringement of any rights of a third party or the commission of a criminal offence.

3. DESCRIPTION AND PROOFS

- 3.1 The quantity and description of the Goods shall be as set out in the Order Form.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's albums or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the contract and this is not a sale by sample.
- 3.3 Due to the nature of hand made paper the colour and texture will vary from invitation to invitation. In addition, as the invitations are hand made any invitations which have flowers, leaves or other artwork affixed to them may differ from invitation to invitation.
- 3.4 Proofs will be issued for all Orders. The Buyer and its customers must check proofs carefully and approve or notify the Company of any required changes on the pre-printed proofs form supplied by the Company within 7 days of the Company sending the Proofs to the Buyer. The Company will not produce any Orders until a signed Proof in respect of that Order is received from the Buyer..
- 3.5 The Company will not be liable for any loss which arises out of the production of Goods where the Buyer has approved the Proof.

4. DELIVERY

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place by courier at the Buyer's place of business.
- 4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.3 Subject to the other provisions of these 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 Order unless such delay exceeds 30 days
- 4.4 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery:
- (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; 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).

5. NON-DELIVERY

- 5.1 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.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received.
- 5.3 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 against any invoice raised for such Goods.

6. RISK/TITLE

- 6.1 The Goods are at the risk of the Buyer from the time of delivery.
- 6.2 Ownership 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 become due to the Company from the Buyer on any account.
- 6.3 Until ownership 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 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 to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 6.4 The Buyer may resell the Goods before ownership 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) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.5 The Buyer's right to possession of the Goods shall terminate immediately 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 or 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 resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the grant-ing 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.
- 6.6 If any of the circumstances listed in condition 6.5 occurs the Buyer must inform the Company immediately.
- 6.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.8 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.
- 6.9 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

7. PRICE

- 7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be 65% of the Recommended Retail Price set by the Company for the Goods.
- 7.2 The price for the Goods shall be inclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.
- 7.3 The priced for any Consumables supplied by the Company to the Buyer shall be exclusive of any charges in relation to packaging and delivery. The Buyer shall pay these costs in addition when it is due to pay for the Consumables.

8. PAYMENT

- 8.1 Payment of the price for the Goods is due in pounds sterling within 30 days of the date of the Company's invoice.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 The Buyer shall make all payments due in respect of any Orders in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 8.5 If the Buyer fails to pay the Company any sum due in respect of any Orders the Company shall:
 - (a) suspend or cancel any future Orders; and

(b) claim interest under the late Payment of Commercial Debts (Interest) Act 1998.

9. QUALITY AND CANCELLATIONS

- 9.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 9.2 The Company warrants that (subject to the other provisions of these conditions) upon delivery the Goods shall:
- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (b) be reasonably fit for their intended purpose.
- 9.3 The Company shall not be liable for a breach of any of the warranties in condition 9.2 unless:
- (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 72 hours of the time when the Buyer discovers or ought to have discovered the defect; and
 - (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 for the examination to take place there.
- 9.4 The Company shall not be liable for a breach of any of the warranties in condition 9.2 if:
- (a) the Buyer makes any further use of such Goods after giving such notice; or
 - (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practice; or
 - (c) the Buyer alters or repairs such Goods without the written consent of the Company; or
 - (d) the defect arises solely as a result of the acts of the Buyer or its third party customer.
- 9.5 Subject to condition 9.3 and condition 9.4, if any of the Goods do not conform with any of the warranties in condition 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods provided that, if the Company so requests, the Buyer shall return the Goods or the part of such Goods which is defective to the Company.
- 9.6 If the Company complies with condition 9.5 it shall have no further liability for a breach of any of the warranties in condition 9.2 in respect of such Goods.
- 9.7 Orders may only be cancelled by the Buyer with the Company's written consent. If any such Orders are cancelled:
- (a) the Buyer must pay the Company for all stock (finished or unfinished) which it may then hold (or to which the Company is committed) for the Order; and
 - (b) the Buyer shall have no further claim against the Company under these terms or the Order.

10. LIMITATION OF LIABILITY

- 10.1 Subject to condition 0, condition 0 and condition 0, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (a) any breach of these conditions;
 - (b) any use made or resale by the Buyer of any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with any Order placed by the Buyer with the Company.
- 10.2 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 any Orders placed by the Buyer with the Company.
- 10.3 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) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Recommended Retail Price of the Goods; and
 - (b) the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any Orders placed by the Buyer with the Company.

11. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Order or reduce the volume of the 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.

12. GENERAL

- 12.1 Each right or remedy of the Company under any contract made under these terms is without prejudice to any other right or remedy of the Company whether under such contract or not.
- 12.2 If any of these terms are found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable such term shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these terms and the remainder of such provision shall continue in full force and effect.
- 12.3 Failure or delay by the Company in enforcing or partially enforcing any provision of these terms shall not be construed as a waiver of any of its rights under these terms.

- 12.4 Any waiver by the Company of any breach of, or any default under, any provision of these terms by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms.
- 12.5 The parties do not intend that any of these terms or the Order shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.6 The formation, existence, construction, performance, validity and all aspects of these terms and any Order placed under them shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

13. COMMUNICATIONS

- 13.1 All communications between the parties shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
 - (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
 - (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to such address as shall be notified to the Company by the Buyer.
- 13.2 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 by fax on a working day prior to 2.00 pm, at the time of transmission and otherwise on the next working day.