

# CONDITIONS OF SALE: Graphic Arts (Coventry) Ltd t/a Graphic Arts Group

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## 1. GENERAL

In these terms and conditions the seller shall be Graphic Arts (Coventry) Ltd and the buyer shall be the person who buys or agrees to buy goods or services from the seller.

Trading names of Graphic Arts (Coventry) Ltd include Graphic Signs, Merit Display, Providoré and Totally Tubes.

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the buyer whether in negotiation or at any step in the dealings between the seller and buyer with reference to the goods or services to which this contract relates. Without prejudice to the generality of the foregoing, the seller will not be bound by any standard or printed terms furnished by the buyer in any of its documents, unless the buyer specifically states in writing separately from such terms that he intends such terms to apply and the seller acknowledges such notification in writing.

## 2. VARIATION

Neither the buyer nor the seller shall be bound by any variation waiver or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

## 3. PRICE

- a) Unless otherwise agreed in writing, prices are quoted exclusive of Value Added Tax and delivery charges.
- b) All quotations and estimates issued by the seller on order forms or elsewhere are, unless otherwise stated, based on the current cost of the goods and services and are subject to amendment before acceptance to meet any rise in such costs.
- c) Any variation to prices quoted as a result of government taxes and levies will be for the buyers account.

## 4. PAYMENT

- a) Payment for goods and services shall be made according to the terms agreed when the order is placed. Where the buyer has a credit account, payment shall be made by the 28<sup>th</sup> of the month following date of invoice.
- b) If payment of the price or any part is not made by the due date the seller shall be entitled to: (i) charge interest on the outstanding amount at the rate of 2% per month calculated on a daily accruing basis; (ii) require payment in advance of delivery of undelivered goods or services; (iii) refuse to make delivery of any undelivered goods or services whether ordered under the contract or not and without incurring any liability whatever to the buyer for non-delivery or any delay in delivery; (iv) terminate the contract.

## 5. LIABILITY

- a) Any advice, information and opinion given by the seller (whether partner, employee or agent) as to the suitability of the goods offered is provided without legal responsibility. Any recommendations made by the seller are made in good faith, but it is for the buyer to satisfy himself of the suitability of the goods for the particular purpose and he shall be deemed to have done so.
- b) The maximum liability of the seller under these terms and conditions shall be the contract price of the goods or services.
- c) In no event shall the seller be liable for incidental or consequential loss or any loss of business profit.

## 6. RISK

The risk shall pass to the buyer at the time of delivery to the buyer's premises or any other agreed delivery address.

## 7. TIME

The seller undertakes to use their best endeavours to despatch the goods (or deliver any services) on the promised delivery date (if any) but does not guarantee to do so. Time shall not be of the essence of the contract unless expressly so stipulated in writing and agreed by the seller. The buyer shall not refuse to take delivery of the goods when they are ready for despatch.

## 8. TITLE

- a) Title to the goods shall not pass to the buyer until the date on which the entire contract price has been paid in full and any cheques cleared.
- b) Until payment has been made to the seller, the buyer agrees to hold the goods as bailee of the seller.

## 9. FORCE MAJEURE

If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components or by any other cause beyond the reasonable control of the seller, a reasonable extension of time for delivery shall be granted.

## 10. CANCELLATIONS

The seller reserves the right to refuse cancellation of any order particularly (but not thereby limiting the generality of the sellers rights) in the case of goods ready for despatch, in transit or in the process of manufacture.

## 11. RETURNS

The seller is not obliged to accept return of goods for credit where they have been correctly supplied. Where the seller voluntarily accepts a return a 20% handling charge may be applied. Goods specially produced for the buyer cannot be returned for credit.

## 12. PRINTED MATTER

- a) The seller reserves the right to refuse a job on sight of the artwork due to the nature of the print. Where proofs are supplied to the buyer for approval, no liability shall be accepted for any error not corrected by the buyer.
- b) Quotations are conditional on margins of 10% being allowed for overs or shortage, the same to be charged accordingly.
- c) Payment of origination charges does not give entitlement to the property to which the charge relates. Origination charges are a non-returnable payment.
- d) Artwork, design visuals and preliminary work done at the buyer's request are chargeable and constitute a non-returnable payment.

## 13. CUSTOMER'S PROPERTY

The buyer's property and all property supplied to the seller by or on behalf of the buyer will be held, worked on, and carried at the buyer's risk.

## 14. LAW

English law shall be the proper law of the contract and the contract shall be deemed to have been made in England.