

**CONDITIONS OF SALE**

**1. Contract**

- 1.1 The Contract (as defined below) is made between Royston Labels Limited ("Seller") and the person, firm or company detailed in the attached letter ("Customer") and concerns the supply by the Seller to the Customer of the products detailed on that letter ("Products").
- 1.2 All quotations given, orders accepted and contracts entered into by the Seller with the Customer for supply of the Products are subject to these conditions of sale ("Conditions") only. All other terms and conditions, whether expressly stipulated by the Customer (including any standard terms of the Customer) or implied by trade, custom, course of dealing or otherwise are excluded. No variation to these Conditions will be effective unless agreed in writing by an authorised representative of the Seller.
- 1.3 No quotation, estimate or proposal issued by the Seller is an offer which is capable of acceptance by the Customer. Any order issued by the Customer shall be deemed placed subject to these Conditions and shall constitute an offer which the Seller may accept or reject. The contract between the Seller and the Customer ("Contract") shall be formed at the time the Seller accepts the Customer's order. The Seller may accept the Customer's order by issuing an order acknowledgement or by other means, including commencing the supply of Products. No amendments to the Customer's order shall be valid unless agreed in writing by an authorised representative of the Seller.

**2. Order and Specifications**

- 2.1 The Customer shall be responsible to the Seller for ensuring the accuracy of the terms of any order, including any applicable specifications and proofs, submitted by the Customer, and for giving to the Seller any necessary information relating to the Products within a sufficient time to enable the Seller to perform the Contract in accordance with its terms. The Customer must supply colour samples or specifications when ordering colour critical products. The specification for the Products shall be that set out in the Customer's order and in accordance with the artwork submitted by the Customer, or as otherwise agreed in writing by the Seller.
- 2.2 The Seller will use every endeavour to reproduce Products as similar to the corresponding proofs as possible, but due to the limitations of the processes involved cannot guarantee an exact match.
- 2.3 Catalogues and other advertising and promotional material released by the Seller are only an indication of the type of Products available.
- 2.4 The Seller reserves the right to vary the price if the specification varies.
- 2.5 Every endeavour will be made to despatch the correct quantity of Products ordered, but owing to the difficulty of producing exact quantities, quotations are conditional upon a margin of 10 per cent being allowed for overs and shortage, and the same will be added onto or deducted from the purchase price.

**3. Price and Payment**

- 3.1 Unless otherwise agreed in writing by the Seller prices charged for Products and/or preliminary work under Clause 3.2 shall be those prevailing according to the Seller's current price list at the date of despatch. The Seller reserves the right to amend any such prices at any time without notice.
- 3.2 Preliminary work (that is to say, amending artwork submitted by the Customer) will be charged at the current rates and must be paid for, whether or not the Customer then proceeds with the order.
- 3.3 Any corrections submitted by the Customer to the first proof will in each case be subject to an additional charge.
- 3.4 Payment of invoices shall be made in full to the address given on the invoice and shall be made without any deduction or set-off unless otherwise expressly agreed in writing. Payment shall be due whether or not property in the Products has passed and whether or not the Products have been delivered. Value Added Tax is calculated on the net value of the invoiced Products. Time for payment shall be of the essence and if payment is not made in full by the due date the Seller may without prejudice to any other remedy available to it:-
- 3.4.1 charge the Customer compound interest (running before and after judgment) on all overdue sums at the rate of 8% per month above the base rate of Barclays Bank Plc from the date such sum became due to the Seller until the Customer pays such sum in full together with such interest; and/or
- 3.4.2 suspend or cancel further supply of Products without liability to the Customer whether under this or any other Contract until the Customer makes payment in full together with any applicable interest; and
- 3.4.3 demand immediate payment upfront under this and all other Contracts; and
- 3.4.4 exercise a lien over any Customer property held by the Seller.
- 3.5 The Seller reserves the right to provide the Customer with credit upon specific terms determined by the Seller (having required the Customer to fill in a credit application form) provided that the Seller reserves the right to withdraw any such credit facilities on immediate written notice for any reason whatsoever. In such instances, any monies owed by the Customer to the Seller will become immediately due and payable.
- 3.6 If the Customer does not have an approved credit arrangement under Clause 3.5, the Products will be sold on the basis of net payment being required before the delivery of Products.

**4. Delivery**

- 4.1 The Seller shall arrange delivery of the Products to the Customer's premises or such other premises as the Customer shall nominate in writing.
- 4.2 If the Customer fails to take delivery of the Products at the time stated for delivery or performance (otherwise than due to any cause beyond the Customer's reasonable control) or fails to give the Seller adequate delivery instructions or access to the Customer's premises (or other nominated premises) so that the Seller can deliver the Products, then the Seller shall not be liable for any consequent late or non-delivery and in addition to any other right or remedy available to the Seller, the Seller may store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage. In such event, risk in the Products shall pass to the Customer as at the date upon which the Seller notifies the Customer in writing that it has exercised this option.
- 4.3 Any dates or times for delivery of Products are approximate only. The Seller shall use reasonable endeavours to meet such dates or times but shall not be liable to the Customer, in contract, tort, negligence or otherwise for any loss or damage whatsoever resulting from any late delivery or performance. The Seller furthermore reserves the right to postpone any such date due to any delay caused by any instructions or lack of instructions issued by the Customer.
- 4.4 Where the Products are delivered by instalments, any breach by the Seller in respect of any one or more instalments shall not entitle the Customer to terminate the Contract in whole or in part.
- 4.5 No responsibility will be accepted by the Seller for loss or damage to Products caused after delivery, and will only be accepted for loss or damage caused before risk passes to the Customer under Clause 5.1 if the following conditions are adhered to:
- 4.5.1 when Products are accepted from the Seller's carriers unexamined, their receipt must be endorsed accordingly and written notification of any shortage or damage must be sent to the Seller within 7 days of receipt; and
- 4.5.2 in the event of non-delivery, both the carrier and the Seller must be notified in writing within 3 days of delivery; and
- 4.5.3 order number and date of despatch must be quoted when notifying loss or damage.
- If the Seller (having taken back and examined the Products) agrees that any such shortage (beyond the 10% margin allowed under Clause 2.5) or defect exists and is the fault of the Seller it shall replace the defective or missing portion of the Products or reimburse the Customer for the corresponding amount, as the Customer shall request. The Seller shall not (subject to the provisions of Clause 6) be liable for any such defects and/or shortages notified to it after the period of 7 days after receipt. Products returned without the Seller's prior written authorisation will be returned to the Customer and no refund or replacement will be forthcoming.
- 4.6 If it transpires that any Products returned to the Seller are not defective or are defective for reasons other than the fault of the Seller, then the Customer shall bear (and shall promptly reimburse the Seller for) the carriage costs incurred in connection with such return. Furthermore, if returned

Products are lost in transit, the Seller will only provide a refund or replacement if the Seller or its agents collected such Products from the Customer's premises.

- 4.7 Packaging delivered with Products is non-returnable.
- 4.8 Once the Seller has accepted an order, the Customer may only cancel an order for Products with the written agreement of the Seller and in such event the Seller reserves the right to impose a reasonable handling charge. If the Customer cancels any order without such consent, it will be liable for the full invoiced amount.
- 4.9 If the Customer requests (and the Seller agrees to procure) the delivery of Products sooner than the normal time required for proper production, the Seller will use all reasonable endeavours to ensure proper production but the Customer must make some reasonable allowances and acknowledges that expeditious delivery may have a noticeable effect on quality. In such event, should timely despatch require the Seller's staff to work overtime the Seller reserves the right to charge an additional amount.
5. Risk and Title
  - 5.1 Risk of damage to or loss of the Products shall pass to the Customer when the Products are loaded onto transport at the Seller's premises.
  - 5.2 Notwithstanding the passing of the risk, the Seller shall retain title to and ownership of the Products until the earlier of it having received payment in full of all sums due for the Products including Products supplied earlier or subsequently under the same Contract or another Contract.
  - 5.3 Until title in the Products has passed to the Customer, the Customer shall be in possession of them as a bailee of the Products for the Seller and shall store the Products, properly insured and protected, separately from any products or materials belonging to the Customer or any third party, and clearly marked and identifiable as being the Seller's property. The Seller shall be entitled to enter the Customer's premises upon reasonable notice to verify the Customer's compliance with this Clause. If the Customer fails to make any payments to the Seller when due, or any of the circumstances set out in Clause 9.2 arise, then the Seller will have the right, without prejudice to any other remedies:
    - 5.3.1 to enter, without prior notice, any premises where Products owned by the Seller may be, and to repossess and dispose of any such Products; and/or
    - 5.3.2 to require the Customer not to resell or part with possession of any Products owned by the Seller until the Customer has paid in full all sums due to the Seller under this or any other Contract.
  - 5.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller and if the Customer does so all monies owing by the Customer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
  - 5.5 Notwithstanding the fact that the Customer will be charged for cutters, all cutters remain the property of the Seller.
  - 5.6 The Customer's property when supplied will be held and used at the Customer's risk. Every care will be taken to secure the best results where materials are supplied by the Customer, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied. Unless agreed to the contrary and/or invoiced separately, typesetting, artwork, negatives, positives and plates used in production of Customer's work will remain the property of the Seller.
  - 5.7 The Seller will retain printing plates and platemaking foils for one year after the date of the Contract but reserves the right to destroy them thereafter, unless the Customer requests otherwise in writing.
6. Warranty and Liability
  - 6.1 The Seller warrants that the Products will be of merchantable quality and conform to the relevant specification and/or proofs (subject to the provisions of Clauses 2.2 and 2.5).
  - 6.2 The Seller does not exclude or limit its liability in negligence for death or personal injury, or for fraud or wilful default, or otherwise insofar as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.
  - 6.3 Subject to Clauses 6.1 and 6.2, all representations, warranties and conditions implied by trade, custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.
  - 6.4 Subject to Clause 6.2, in no circumstances shall the Seller be liable to the Customer, in contract, tort, negligence or otherwise, for any incidental or consequential loss including, without limitation, any loss of profit, business, revenue, goodwill, anticipated savings, future contracts or business, or for any special, exemplary or consequential damages or other financial loss whatsoever arising out of or in connection with the Contract or the supply of the Products or Services or their use or resale (if applicable) by the Customer.
  - 6.5 If notwithstanding the provisions of these Conditions the Seller is found liable for any loss suffered by the Customer arising in any way out of or in connection with the Contract or the supply of any Products, that liability shall in no event exceed the price paid for such Products.
  - 6.6 Save as expressly provided herein, the parties hereby confirm that notwithstanding any other provision of the Contract or these Conditions, the Contract shall not and shall not purport to confer on any third party the right to enforce any term of the Contract for the purposes of the Contracts (Rights of Third Parties) Act 1999 or any other legislation.
7. Intellectual Property
  - 7.1 The Customer hereby grants the Supplier a non-exclusive, worldwide, royalty free, perpetual, assignable and sub licensable licence to:-
    - 7.1.1 use the intellectual property contained in the proofs to manufacture the Products; and
    - 7.1.2 reproduce the Products in sample form or in the Seller's brochures for promotional purposes only.
  - 7.2 All copyright in any improved artwork submitted to the Customer by the Seller under the Contract shall vest in the Customer but shall be licensed back to the Seller according to the terms of Clause 7.1.
  - 7.3 The Seller hereby warrants and undertakes that:-
    - 7.3.1 the supply of the proofs to the Seller and the manufacture of Products and their supply to the Customer will not infringe the copyright, trademarks or other intellectual property or other proprietary rights of any third party; and
    - 7.3.2 where the proofs incorporate any copyright, trademark, trade name or logo of any third party the Seller shall have obtained the necessary licence, permit or consent from such third party and shall furnish the Seller with a copy of the same on request; and
    - 7.3.3 the proofs shall not contain any material which could violate or infringe the copyright, duty of confidence, duty to respect privacy, contractual rights or other rights whatsoever of any person and shall contain nothing objectionable, libellous, blasphemous, defamatory or in breach of the Official Secrets Act (or any equivalent legislation) or in any other way unlawful.
  - 7.4 The Seller reserves the right to refuse or cancel any order if it believes the Customer is in breach of any of the warranties contained in Clause 7.3.
  - 7.5 The Customer shall indemnify and hold harmless the Seller, its agents, representatives, employees, directors, subcontractors, licensees and assigns against any and all losses, costs, expenses, damages, claims and liabilities incurred by any of the aforesaid due to a breach by the Customer of any of the warranties contained in Clause 7.3.
8. Force Majeure

The Seller shall not be deemed in breach of the Contract or otherwise liable to the Customer by reason of any delay in performance, or non-performance of its obligations under the Contract to the extent that such delay or non-performance is caused by strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; or any other event or circumstance beyond the Seller's reasonable control. In any such events the Seller may, without liability to the Customer, reasonably vary the terms of the Contract including but not limited to extending the time for performing the Contract by a period of at least equal to the time lost due to such an event.

9. Statutory and Other Regulations  
If the cost to the Seller of performing its obligations under the Contract shall be increased by reason of the making or amendment after the date of tender of any law or any order, regulation or bye-law having the force of law that shall affect the performance of the Seller's obligations under the Contract, the amount of such increase shall be added to from the Contract price as the case may be.
10. Termination  
The Seller may at any time by notice in writing to the Customer terminate the Contract with effect from the date of service of such notice if:
  - 10.1 the Customer commits a material breach of the Contract and fails to remedy such breach within 14 days after the Seller has given written notice to the Customer identifying the breach and requiring it to be remedied; or
  - 10.2 the Customer is unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 (or any equivalent legislation) or if any petition is presented for the appointment of an administrator or receiver or trustee in bankruptcy in respect of the Customer or any part of its undertaking or assets or an administrative receiver is appointed in respect of any of the Customers undertaking or assets or if the Customer makes or attempts to make any arrangement with or for the benefit of its creditors or if the Customer ceases or threatens to cease to carry on business.
11. Miscellaneous
  - 11.1 The expression "in writing" and "written" include e-mail and fax transmission.
  - 11.2 The Seller shall be entitled to sub-contract any or all of its obligations under the Contract and to assign the Contract and the Customer shall at the Seller's cost do all such things as may be necessary to enable the Seller to so assign the Contract.
  - 11.3 Any failure or neglect by the Seller to enforce at any time any provision of the Contract shall not be construed or deemed to be a waiver of any of the Sellers rights under the Contract.
  - 11.4 The headings contained in the Conditions are for convenience only and shall not affect their meaning or construction.
12. Law and Jurisdiction
  - 12.1 Any controversy or claim of whatsoever nature arising out of or relating in any manner whatsoever to this Contract or any breach of any terms of this Contract shall be governed by and construed in all respects in accordance with the laws of England.
  - 12.2 Each party hereby irrevocably acknowledges and agrees that the Courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatsoever nature arising out of or relating in any manner to this Contract any terms of this Contract or any breach of this Contract or any such terms.

**CUSTOMER CREDIT ACCOUNT APPLICATION FORM**

**COMPANY INFORMATION**

<b>Company Name</b>			
<b>Company Registered Office Address</b>			
<b>Company Website</b>			
<b>Company Phone</b>			
<b>Industry Sector</b>			
<b>Email for Marketing</b>			
<b>Buyer Contact Name</b>			
<b>Buyer Contact Email</b>			
<b>Buyer Contact Phone</b>			
<b>Company Registration No</b>		<b>VAT Registration No</b>	

**DELIVERY INFORMATION**

<b>Delivery Address (if different to registered address)</b>	
<b>Contact Name</b>	
<b>Contact Email</b>	
<b>Special instructions for deliveries</b>	

**INVOICING INFORMATION**

<b>Invoice Address (if different to registered address)</b>	
<b>Contact Name</b>	
<b>Contact Email</b>	
<b>Special instructions for invoicing</b>	

**DEBT COLLECTION INFORMATION**

<b>Statement Address (if different to registered address)</b>	
<b>Contact Name</b>	
<b>Contact Email</b>	
<b>Contact Telephone</b>	

**TRADE REFERENCES**

Please provide 2 trade references

<b>Company Name</b>	
<b>Company Address</b>	
<b>Contact Email</b>	
<b>Contact Telephone</b>	

<b>Company Name</b>	
<b>Company Address</b>	
<b>Contact Email</b>	
<b>Contact Telephone</b>	

**TERMS OF PAYMENT**

Unless otherwise agreed in writing, payment terms are net 30 days from invoice date. We reserve the right to charge interest at 3% above HSBC base rate on all overdue invoices.

**ACCEPTANCE**

We agree to abide by the attached Terms and Conditions and accept the terms of payment as stated in the above paragraph.

<b>NAME</b>	
<b>POSITION</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

*Royston Labels Use Only*

<b>CERM ID No</b>		<b>CERM Data Verified</b>	
<b>Credit Report Run by</b>		<b>Date</b>	
<b>Recommended Credit Limit</b>		<b>Allocated Credit Limit</b>	

<b>Date Trade Ref 1 Sent</b>		<b>Date Trade Ref 1 Rec'd</b>	
<b>Date Trade Ref 2 Sent</b>		<b>Date Trade Ref 2 Rec'd</b>	

<b>Account Approved</b>		<b>Date</b>	
<b>SAGE ID No</b>		<b>Date Created</b>	
<b>CERM Updated</b>		<b>Date</b>	
<b>Customer Advised</b>		<b>Date</b>	