

## STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

### 1. DEFINITIONS

In this document the following words shall have the following meanings:

- "Buyer" means the organisation or person who buys Goods from the Seller;
- "Goods" means the articles to be supplied to the Buyer from the Seller;
- "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time.
- "Seller" means Oxford Sign & Print, whose head office is at: BAY 16, Crawley Mill Ind Est, Dry lane, Crawley, Witney, OXON, OX28 4BQ

### 2. GENERAL

These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### 3. PRICE AND PAYMENT

The price shall be that in the Seller's current List Price, or such other price as the parties may agree in writing. The price is inclusive of VAT But exclusive of any other applicable costs. For UK customers only carriage shall be paid for by the Seller providing any single order/shipment value is greater than £200 inc-VAT. Carriage will be charged to the Buyer at cost, if any single order/shipment value is less than £200 inc-VAT.

The Buyer shall pay the price of the Goods on the payment date stated in the Contract or if no express provision for the time of payment is contained in the Contract within 7 Days after the date of invoice. Payment terms other than these may be agreed between the Seller and Buyer and will be confirmed in writing by the Seller to the Buyer.

The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2.00% per annum above the base rate of the Bank of England.

If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

- require payment in advance of delivery in relation to any Goods not previously delivered;
- refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
- terminate the contract.

Prices other than "List Price" may be agreed from time to time between Seller and Buyer and will be confirmed in writing by the Seller to the Buyer.

### 4. DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

### 5. DELIVERY

Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract.

Only for Goods supplied 'carriage paid' by the Seller, the Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must notify the Seller of the damage within 24 hours of delivery.

### 6. RISK

Risk in the Goods shall pass to the Buyer at the moment the Goods are dispatched from the Seller's premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

### 7. RETENTION OF TITLE

The risk in the Goods shall pass from the Seller to the Buyer upon delivery of such goods to the Buyer. However, notwithstanding delivery and the passing of risk in the Goods, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer for which the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the Goods were delivered.

The buyer will be liable for any fees and charges incurred in relation to recovery to the late payment.

### 8. WARRANTY

Where the Goods have been manufactured by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge within 1 month from the date of delivery, subject to the following conditions:

- the Buyer notifying the Seller in writing within 7 days of receipt of the Goods;
- the defect being due to the faulty design, materials or workmanship of the Seller.

Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller.

Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.

The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.

The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clauses 9 and 10 below.

### 9. LIABILITY

No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:

- the correspondence of the Goods with any description;
- the quality of the Goods; or
- the fitness of the Goods for any purpose whatsoever.

No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:

- the correspondence of the Goods with any description;
- the quality of the Goods; or
- the fitness of the Goods for any purpose whatsoever.

No liability of any nature shall be accepted by the Seller to the Buyer in respect of any designs done by the buyer and supplied to the seller, basic file checks will be done free of charge, but full file checks are chargeable prior to printing or manufacturing. Sign-off on artwork will not be requested if files supplied by the buyer unless full file checks are requested and paid for in advance.

All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

### 10. LIMITATION OF LIABILITY

Where any court or arbitrator determines that any part of Clause 9 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the contract price.

Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

### 11. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

### 12. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

### 13. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

### 14. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

### 15. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

### 16. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

### 17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.