

bd³ Limited Terms & Conditions

1. Parties. In these conditions bd³ is called the 'Company' and any individual, firm, company or other third party with whom the Company contracts is the 'Customer' the contract is personal to the customer who shall not assign the benefit whereof without the company's written consent.

2. Quotations. (a) All quotations and tenders are only valid for 30 days from tender date. Estimates are based on the printer's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs. (b) All quotations given by the Company are done so within the realms of the information supplied, if it is found that the information has changed or is incorrect the Company reserve the right to amend the price accordingly without prior notice.

3. Setting & Artwork (a) Copy. A charge may be made to cover any additional work involved where copy supplied is not clear and legible. (b) Setting and artwork provided by the Company for the production of any goods shall remain the property of the Company not withstanding the Customer may have been charged for all or part of the costs of such manufacture or provision. The Company reserve the right to destroy or otherwise dispose of any artwork which may not have been used for a period of 18 months (c) Artwork supplied shall only be used by the purpose of a contract with the Company and must not be divulged to any third party without the written authority from the Company.

4. Proofs. Proofs of all work may be submitted for customer's approval and the printer shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. Where style, type or layout is left to the printer's judgement changes therefrom made by the customer shall be charged extra.

5. Delivery and payment. (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due (b) Unless otherwise specified the price quoted excludes delivery (c) Should expedited delivery be agreed an extra cost might be charged to cover any overtime or any other additional costs involved. (d) Should work be suspended at the request of or delayed through any default of the customer for a period of 80 days the printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

6. Whilst the Company will make every endeavour to comply with any date(s) for despatch of delivery of the goods stated in the contract, such date(s) shall constitute only statements of expectation and shall not be binding on the Company. If the Company fails to despatch or deliver the goods by such date(s) failure shall not constitute a breach of the contract and the Customer shall not be entitled to treat the contract as thereby repudiated or to rescind it or any related contract in whole or in part or claim damages for such failure.

7. Risk. (a) Where the Company itself delivers the goods the risk shall pass to the Customer on delivery. In all other cases the risk shall pass to the Customer when the goods leave the Company's premises. (b) Where the Company itself delivers the goods, the Company undertakes to replace or (at its discretion) to repair free of charge any goods damaged in transit in which event the time for delivery of the goods shall be extended for such period as the Company reasonably requires for such replacement and repair. It is a condition precedent of this undertaking that (i) the Customer shall give written notice of such damage in transit with reasonable particulars thereof to the Company within 3 days of receipt of the goods and (ii) the Customer, if requested by the Company to do so, shall return the damaged goods to the Company within 3 weeks of his receipt thereof. (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the printer and the carrier within seven clear days of delivery (or, in the case of non-delivery within 42 days of despatch). All other claims must be made in writing to the Company within 28 days of delivery. The printer shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except, in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advise (where required) was given and the claim made as soon as reasonably possible.

8. Liability. If the Company is in breach of any obligation it may have in respect of the goods under section 13 or 14 of the Sale of Goods Act 1979 the Company will replace such goods free of charge provided that such breach occurs and the Customer gives notice in writing thereof to the Company within six months of the original date of despatch of the goods by the Company to the Customer. (a) The Customer permits the Company a reasonable opportunity to inspect examine and test the goods at the Customer's premises and does not return them to the Company's works unless requested to do so by the Company. such breach shall not entitle the Customer to rescind the contract or to recover damages from the Company in contract or in tort in respect of any loss including consequential loss the Customer may thereby sustain (b) it is the exclusive responsibility of the Customer to satisfy himself that the goods are suitable for the particular purpose for which he requires them notwithstanding that he may make known such purpose to the Company and the Customer shall not in this respect rely upon the Company's skill or judgement or any advice it may give. Accordingly section 14(3) of the Sale of Goods Act 1979 shall not apply to the contract and the Company shall not be liable to the Customer for damages in negligence in respect of any such advice or failure to exercise proper skill and judgement (c) Liability. The printer shall not be liable for any loss to the customer arising from delay in transit not caused by the printer.

9. Indemnity. The Customer will indemnify the Company against any claim made against the Company in respect of any injury to any person or damage to any property arising from any defect in the goods or anything done or omitted to be done in the delivery thereof to the Customer where such delivery is effected by the Company including any such injury or damage caused by the negligence of the Company its employees or agents.

10. Title. Notwithstanding that the risk in the goods has passed to the Customer the ownership of the goods shall remain with the Company, which reserve the right to dispose of the goods until payment in full for all the goods has been received by the Company in accordance with the terms of this contract or until such time as the Customer sells the goods to its customers by way of bona fide sale at full market value. (a) The goods shall so far as practicable be kept separate from other goods on the premises of the Customer and so as to be readily identifiable as the goods of the Company. (b) If payment is overdue in whole or in part the Company may without prejudice to any of its other rights recover or resell the goods or any part thereof and may enter upon the Customer's premises by its servants or agents for the purpose. Such payments shall become due immediately upon the commencement of any act or proceeding in which the Customer's solvency is involved. (d) If any of the goods are incorporated in or used as materials for other goods before such payment the property in the whole of such goods shall be and remain with the Company until such payment has been made, or the other

goods shall have been sold as foresaid and all the Company's rights hereunder in the material shall extend to those other goods. (e) Until the Company is paid in full for all the goods the relationship of the Company to the Customer shall be fiduciary in respect of the products or other goods in which they are incorporated or used and if the same are sold by the Customer the Company shall have the right to trace the proceeds thereof according to the principle in *Re Hallett's Estate* (1880) 13 Ch D696, (1874801) all ER Rep 793) A like right for the Company shall apply where the Customer uses the goods in any way so as to be entitled to payment from a third party. Nothing in this clause shall confer any right upon the Customer to return the goods sold hereunder or to refuse or delay payment thereof.

11. Customer's Property. (a) Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to the printer by or on behalf of the customer shall, while it is in the possession of the printer or in transit to or from the customer, be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly. (b) The printer shall be entitled to make a reasonable charge for the storage of any customer's property left with the printer before receipt of the order or after notification to the customer of completion of the work.

12. Materials supplied by the customer. (a) The printer may reject any paper or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the printer in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer. (b) Where materials are so supplied or specified, the printer will take very care to secure the test results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. (c) Quantities or materials supplied shall be adequate to cover normal spoilage.

13. Accounts. All accounts shall be paid within 30 days of the invoice date. Any queries relating to an invoice submitted by the Company must be raised in writing with the Company's accounts department within 14 working days or receipt. Damaged goods, errors, shortages or discrepancies must be notified in writing with the Company's accounts department within three working days of receipt and within 14 working days of despatch in case of non-delivery. Where any sum owed by the Customer to the Company under the contract is overdue, or if at any time the credit standing of the Customer has in the opinion of the Company been impaired for any reason, the Company may in its own absolute discretion demand payment of all outstanding balances whether due or not and/or cancel all outstanding orders and decline to make further deliveries except upon receipt of cash or satisfy security. The setting off or withholding or payment by the Customer in respect of any claim shall not be allowed unless expressly agreed by the Company in writing. The Company reserve the right to charge interest on any invoice not paid from the date of the invoice until actual payment in full.

14. Insolvency. If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due to being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the printer without prejudice to the other remedies shall. (a) Have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and (b) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

15. Illegal matter. (a) The printer shall not be required to print any matter that in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. (b) The printer shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

16. Periodical publication. A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Nevertheless the printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.

17. Force majeure. The printer shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may in written notice to the printer elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

18. Specification & Quantities. Unless the contract expressly provides otherwise all weights, dimensions, statements as to the performance and any other data relating to the goods supplied by the Company are approximate only. Whilst the Company will make every endeavour to deliver the quality of goods ordered, never the less a delivered quantity of plus or minus 10% shall be deemed to be due execution and performance of the contract. The Company may ship or deliver by instalments and each instalment shall be deemed to be sold under a separate contract.

19. Customer Property. Customer's property and all other property supplied to the Company on behalf of the Customer will be held carried or worked upon at the Customer's risk.

20. Orders. The above conditions will take precedence over any other conditions of sale or purchase.

21. Law. These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.