



## Prospect Print Management (U.K.) Limited Terms & Conditions of Sale

### General:

These conditions of sale shall apply to and govern any contract between Prospect Print Management (U.K.) Limited and the buyer to the exclusion of any conditions contained on or in any order form letter receipt acknowledgement or other document originating from the buyer and no variation of these conditions shall be effective unless expressly agreed by Prospect Print Management (U.K.) Limited in writing.

### Quotations:

All quotations and tenders whether contained in a catalogue price list or otherwise are not to be considered as an offer by Prospect Print Management (U.K.) Limited and Prospect Print Management (U.K.) Limited shall not be bound until it has communicated in writing to the buyer its written acceptance of the buyers order.

### Prices:

All prices are subject to market fluctuations and all quotations are given and orders accepted on the basis that goods will be invoiced at Prospect Print Management (U.K.) Limited's prices current at the date of despatch.

### Delivery:

(i) Unless otherwise agreed in writing the buyer shall be bound to accept goods ordered by him or her on being notified by Prospect Print Management (U.K.) Limited that they are ready for delivery.

(ii) If the buyer fails to take delivery at the time required by the contract ( and for the purposes of this sub clause only, time shall be of the essence ), Prospect Print Management (U.K.) Limited shall be entitled without prejudice to any other rights it may have either to treat the contract as at an end and to re-sell the goods, or to invoice the goods whereupon payment in full shall become due forthwith and in either case to charge at rates giving an economic return for the handling and storage of goods from the invoice date to the eventual date of delivery to the buyer or disposal elsewhere as the case may be and the buyer shall be liable to pay any premiums in respect of the insurance of such goods from the date on which he or she is notified that the goods are ready for delivery.

(iii) If goods are contracted to be delivered in instalments late delivery of one instalment shall not entitle the buyer to reject any other instalment under the same contract.

(iv) Any date of delivery given by Prospect Print Management (U.K.) Limited to the buyer shall be an estimate only and while Prospect Print Management (U.K.) Limited shall endeavour to comply with any such date it shall not be responsible for late delivery.

(v) Without any prejudice to the generality of the foregoing, Prospect Print Management (U.K.) Limited shall not be liable for late delivery or failure to deliver through any cause which is beyond the control of Prospect Print Management (U.K.) Limited.

### Cancellations:

Once Prospect Print Management (U.K.) Limited has accepted an order, no cancellation in whole or part can be made by the buyer without Prospect Print Management (U.K.) Limited's consent which will normally only be granted (i) where Prospect Print Management (U.K.) Limited can cancel any relevant order placed with its own supplier and (ii) on terms that a cancellation charge is paid by the buyer to cover all expenses and charges incurred by Prospect Print Management (U.K.) Limited and Prospect Print Management (U.K.) Limited's loss of profit on the order. Since the goods are manufactured to fulfil the buyer's particular requirements, in the event of cancellation, Prospect Print Management (U.K.) Limited may be unable to re-sell the goods or any part thereof at better than scrap value and for the purposes of calculating Prospect Print Management (U.K.) Limited's loss of profit, Prospect Print Management (U.K.) Limited shall owe no duty to seek to re-sell the same at better than scrap value.

### Retention of Title:

(i) Upon delivery, all risk of loss or damage to the goods shall pass to the buyer.

(ii) The property in the goods shall remain vested in Prospect Print Management (U.K.) Limited until both (a) the payment of the total price thereof and (b) any other payments due to Prospect Print Management (U.K.) Limited from the buyer have been made.

(iii) Until the payments in sub-clause (ii) above have been made in full the buyer shall hold the goods as fiduciary agent for Prospect Print Management (U.K.) Limited and shall mark the goods with an identification that they remain Prospect Print Management (U.K.) Limited's property and they shall be kept separate and identifiable from any other products in the buyers possession and shall be returned to Prospect Print Management (U.K.) Limited upon request and all the incidence associated with a fiduciary relationship shall apply.

(iv) Prospect Print Management (U.K.) Limited shall have the right with or without prior notice at any time to retake possession of the whole or any part of the goods (and for that purpose shall be granted an irrevocable licence to go upon any premises occupied by the buyer).

(v) Where payment is effected by cheque, Prospect Print Management (U.K.) Limited shall not have received payment until that cheque has been honoured and the amount credited to Prospect Print Management (U.K.) Limited's bank account.

(vi) Prospect Print Management (U.K.) Limited shall be entitled to serve notice on the buyer indicating its intention to retake possession of its goods if (a) the buyer is in breach of the payment terms under this contract, or if (b) Prospect Print Management (U.K.) Limited reasonably considers its property to be in jeopardy, or if (c) the buyer has been served notice that a Receiver or Manager has been appointed over or if any encumbrancer shall take possession of all or any part of its assets, or if (d) any notice to the buyer that a petition to wind up or other process to liquidate the buyer is to be or has been presented or issued or the passing of a resolution to wind up the buyer (save for the purpose of a bona fide reconstruction or amalgamation), or if (e) a decision is made by the buyer that the buyer intends to make an arrangement with its creditors or to stop payment or cease or threaten to cease business or a major part thereof, or if (f) any distress execution or other process is levied or enforced upon or sued out against any chattels or property of the buyer, or if (g) the buyer is unable to pay its debts as such expression is defined in Section 123 Insolvency Act 1986 or any statutory re-enactment thereof for the time being in force, or if (h) in the event that the buyer becomes bankrupt or applies for an administration or has a receiving order made against him or makes any general composition or voluntary arrangement with his creditors.

### Limitation of Seller's Liability:

(i) In any case where it is established to the satisfaction of Prospect Print Management (U.K.) Limited that there has been a short delivery or failure to deliver the goods or that the goods are damaged (whether wholly or in part) prior to delivery, Prospect Print Management (U.K.) Limited will replace them or where the goods have been damaged, accept their return and credit the buyer with the price thereof provided that:

(a) any complaint by the buyer of short delivery or of damage to the goods shall have been notified in writing to Prospect Print Management (U.K.) Limited within 14 days of receipt of the goods;

(b) any complaint by the buyer of failure to deliver shall have been so notified within 10 days of the receipt by the buyer of the invoice or advice of despatch, whichever is earlier.

(ii) In any case where it is established to the satisfaction of Prospect Print Management (U.K.) Limited that when the goods were delivered the goods contained some defect in quality or did not correspond with sample or description, Prospect Print Management (U.K.) Limited will:

(a) replace the goods without any further charge; or

(b) accept the return of the goods and credit the buyer with the price thereof; or

(c) make the buyer an allowance being the difference between the value of the goods at the time of complaint by the buyer and the value they would have had if they had been in accordance with the contract provided that any complaint by the buyer shall have been notified in writing to Prospect Print Management (U.K.) Limited within 14 days of delivery.

(iii) Save as aforesaid, Prospect Print Management (U.K.) Limited will not be liable to the buyer for any loss or damage suffered as a result of the events or for any of the reasons referred to in paragraphs (i) & (ii) of this Condition and without prejudice to the generality of the foregoing any implied term, condition or warranty statutory or otherwise as to the quality of the goods sold or their fitness for any particular purpose or as to their correspondence with any description or sample is hereby excluded.

(iv) Prospect Print Management (U.K.) Limited shall not be bound by any warranty or representation given by or on its behalf unless specifically stated in writing to be incorporated in the Contract.

### Consequential Loss:

Without prejudice to the generality of the foregoing provisions, Prospect Print Management (U.K.) Limited shall not in any event be liable to the buyer for any indirect or consequential loss or damage.

### Terms of Payment:

Unless otherwise agreed in writing between Prospect Print Management (U.K.) Limited and the buyer, goods or services must be paid for no later than the last working day of the month following the date of the invoice. Prospect Print Management (U.K.) Limited reserves the right to charge interest at the rate of 3% per annum over Bank of England Minimum Lending Rate on any overdue account from the day following that on which payment was due.

### Forbearance by Seller:

No forbearance or indulgence by Prospect Print Management (U.K.) Limited shown or granted to a buyer whether in respect of these Terms and Conditions or otherwise, shall in any way affect or prejudice the rights of Prospect Print Management (U.K.) Limited against the buyer or be taken as a waiver of any of these Terms and Conditions.

### Force Majeure:

Prospect Print Management (U.K.) Limited shall not be liable for failing to perform the contract whether wholly or in part if the failure is caused either wholly or partly by any circumstance or circumstances outside Prospect Print Management (U.K.) Limited's control.

### Law:

The contract shall be governed by and construed in all respects in accordance with English law and the buyer hereby submits for all purposes of and in connection with the contract to the non-exclusive jurisdiction of the English Courts.