

Terms & Conditions of Sale

1. COST VARIATION

- a. The price referred to in the contact documents shall prevail unless before the date of despatch of the goods or part thereof:
- i. In the case of Goods included in any of our current price lists there is an increase in the list price for such Goods above the list price therefore in force when the order was accepted, or
 - ii. In the case of Goods not included in a any of our current price lists there is an increase in the list priced for comparable Goods above those in force when the order was accepted in which case the Goods or the undelivered balance therefore be invoiced and paid for at the agrees price plus the amount of the relevant increase.
- b. All duties and charges are for a buyer's account unless Goods are sold on the delivery terms. Any increase to us in the cost of delivery (including carriage, freight, consular certificates and all duties, charges and insurance whatsoever) over the cost thereof calculated by us at the date of the contract are for a buyer's account whether the Goods are sold on free delivery terms or not.
- c. If by reason of any war hostilities or warlike operations the cost to us of fulfilling the contract or any thereof would exceed the cost calculated by us at the date of the contract, we shall give the buyer notice thereof and the buyer shall have the option (to be exercised in writing within seven days of the receipt of the notice) of paying such excess in addition to the price payable under the contract of a cancelling the contract or any unfulfilled part thereof without prejudice to the accrued rights of either party.

2. VAT

The printer/converter shall be entitled to charge the amount of any VAT payable whether or not included on the estimate or invoice. All prices shown are exclusive of VAT which will be added to the rate ruling on the date of the invoice.

3. PRELIMINARY WORK

Work produced, whether experimentally of otherwise, at customer's request will be charged for.

4. PROOFS

Author's corrections on or after the first proof, including alterations in style, will be charged extra. Proofs of all work may be submitted for customer's approval, and no responsibility will be accepted for any errors passed by him.

5. DELIVERY AND PAYMENT

Deliveries made under the contract shall be deemed to have been made in respect of separate sales of each weight description or quality of goods which each such delivery may comprise. Unless otherwise specially agreed in writing payment for each delivery is due on the date thereof and payment on that date or upon that date(s) otherwise so agreed shall be a condition precedent to any further deliveries. The failure of a buyer to pay our invoice in full on the due date shall entitle us to charge interest from the due date at 4% above NatWest Bank Base Rate on the amount from time to time outstanding, such interest to be compounded at quarterly intervals and to be payable both before as well as after any judgement, provided that we shall not be entitled to recover interest under an invoice where a negotiable instrument which has been tendered in payment also carries interest.

6. EXPEDITED DELIVERY

Should expedited delivery be agreed and necessitate overtime or other additional cost, an additional charge will be made.

7. VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered but orders are conditional upon a marginal 10% allowance on overs or shortages, the same to be charged for or deducted.

8. PROPERTY OF GOODS

- a. The risk in goods shall pass immediately they are delivered into the physical custody of a buyer or his agents, or otherwise to his order. We shall retain sole and absolute property in such goods as legal and beneficial owner until a buyer has paid the full invoice price and until that time a buyer shall be in possession of the Goods as bailee for us and shall be deemed to have so acknowledged. Until the full invoice has been paid a buyer shall store the Goods separately from other goods and in a manner which makes them readily identifiable as Goods delivered by us.