

APPLE LITHO (BRISTOL) LIMITED

CONDITIONS OF SALE

1. DEFINITIONS

“ADD”	means mediation or conciliation by an accredited Mediator or Conciliator
“Authorised Representative”	means such person or persons as the Customer shall have notified in writing to the Supplier or the Supplier shall have notified in writing to the Customer as being authorised to give Quotations or place Orders
“Contract”	means a contract entered into between the Supplier and the Customer in accordance with the Conditions
“Customer”	means the company partnership or sole trader who places the order
“Conditions”	means the conditions hereinafter set out
“Goods”	means the goods and services which the Supplier has offered to provide to the Customer as set out in the Quotation which shall be taken to include unless otherwise stated in the Quotation the cost to the Supplier of post packaging transport and insurance whilst in transit.
“Order”	means the order placed by the Customer in response to the Quotation
“Parties”	means the Customer and the Supplier
“Price”	means the price stated in the Quotation
“Supplier”	Means Apple Litho (Bristol) Limited also trading as Apple Colour whose registered office is at Silverthorne Lane, St Philips, Bristol, BS2 0QD

2. THE CONTRACT

- 2.1. All Quotations and Orders passing between the Parties shall be deemed to incorporate the Conditions and in the event that the Order is made subject to the Customer's conditions then the Conditions shall prevail.
- 2.2. All Quotations and Orders passing between the Parties shall be in writing and shall be deemed to have been made with the full authority of the Supplier and the Customer respectively unless either the Supplier shall have provided to the Customer or the Customer shall have supplied to the Supplier written details of Authorised Representatives in which case neither the Quotation nor the Order respectively shall be binding on the Supplier or the Customer unless signed by an Authorised Representative.

- 2.3 The Customer shall indemnify the Supplier in respect of the consequences of any claim that may be made against the Supplier concerning the content of the Goods supplied to the Customer in the event that the same are defamatory and such indemnity shall extend to any loss sustained by the Supplier, whether in damages, costs or otherwise.
- 2.4 The Parties agree that a Contract shall become binding between them upon receipt by the Supplier of an Order from the Customer in response to a Quotation from the Supplier to the Customer.

3. THE PRICE

- 3.1 The Price shall be as set out in the Quotation
- 3.2 A Quotation shall be valid for 30 days and thereafter it shall not be capable of acceptance by the Customer without the prior written consent of the Supplier
- 3.3 The Supplier reserves the right to increase the Price at any time before the expiry of 30 days from the date of the Quotation in the event that the cost of labour, materials or transport shall have increased, or if the Customer shall have required and the Supplier shall have accepted a variation to the Quotation, since the date of the Quotation but may only increase the Price if after the Quotation is accepted it has given written notice to the Customer of such increase.
- 3.4 Where an Order has been placed pursuant to a Quotation and the Contract provides for a series of supplies of Goods by the Supplier to the Customer then the Supplier may increase the price of Goods falling due for deliver more than 30 days after receipt of the Order in respect of them pursuant to and in compliance with the provisions of clause 3.3 but in such event the Customer may where the Price increase is in excess of 10% of the Price contained in the Quotation serve written notice on the Supplier within 5 days of receipt of such notice of increase in the Price cancelling the Contract insofar as it relates to Goods not completed by the Supplier at the date of receipt by the Supplier of such notice (the Customer being obliged to accept such Goods but at the Price applicable prior to the Supplier's notice of increase).
- 3.5 The Price shall be subject to Value Added Tax

4. PAYMENT

- 4.1 All invoices are payable in pounds sterling within 28 days of the date of invoice at the Suppliers place of business stated on the invoice and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason at all.
- 4.2 Without prejudice to any other rights of the Supplier if the Customer fails to pay the invoice price by the due date the Customer shall pay interest on any over due amount from the date on which payment was due to the date of actual payment (whether before or after judgement) on a daily basis at the rate of 4% per annum above the base rate from time to time quoted by HSBC Bank Plc and shall reimburse the Supplier in respect of all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

5. TITLE

- 5.1 For the purposes of Section 12 of the Sale of Goods Act 1979 the Supplier shall transfer only such title or rights in respect of the Goods as the Supplier has and if the Goods have been purchased by the Supplier from a third party the Supplier shall transfer only such title or rights as that party had and has transferred to the Supplier.
- 5.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Supplier and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 5.3 Until title passes the Customer shall hold the Goods as bailee for the Supplier.
- 5.4 The Supplier may at any time before title passes and without any liability to the Customer:
- 5.4.1 repossess the Goods and by doing so terminate the Customers right to use sell or otherwise deal in them; and
- 5.4.2 for that purpose and to determine what if any Goods are held by the Customer enter any premises of or occupied by the Customer.
- 5.5 Until title passes the entire proceeds of sale of the Goods shall be held in trust for the Supplier.
- 5.6 The Supplier may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

6. RISK DELIVERY AND PERFORMANCE

- 6.1 The Goods are deemed to be delivered to the Customer when the Supplier notifies the Customer or any agent or any carrier nominated by the Customer that the Goods are available at the Suppliers premises or other deliver point agreed with by the Supplier with the Customer.
- 6.2 Risk in the Goods passes when they are delivered in accordance with clause 6.1.
- 6.3 The Supplier may at its discretion deliver the Goods by instalments in any sequence.
- 6.4 Where the Goods are delivered by instalments no default or failure by the Supplier in respect of any one or more instalment shall vitiate the Contract in respect of the Goods previously delivered or undelivered or entitle the Customer to withhold any payment due under this Contract.
- 6.5 The Supplier may deliver to the Customer and the Customer shall accept in satisfaction of the Contract a lesser quantity than the quantity of Goods ordered.
- 6.6 Any dates quoted by the Supplier for delivery of the Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Supplier no regard has been paid to any quoted delivery dates.
- 6.7 If the Customer fails:-
 - 6.7.1 to take delivery of the Goods or any part of them on the due date; and
 - 6.7.2 to provide any instructions or documents required to enable the Goods to be delivered on the due date the Supplier may on giving written notice to the Customer store or arrange for the storage of the Goods and on the service of the notice:-
 - 6.7.3 risk in the Goods shall pass to the Customer;
 - 6.7.4 delivery of the Goods shall be deemed to have taken place; and
 - 6.7.5 the Customer shall pay to the Supplier all costs and expenses including storage, any redelivery and insurance charges arising from its failure.

- 6.8 The Supplier shall not be liable for any penalty loss injury damage or expenses arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept that any delivery or performance of or repudiate the Contract.

7. FORCE MAJEURE

- 7.1 If the performance of a Contract or any obligation under it is prevented restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it the party so affected (upon giving prompt notice to the other party) shall be excused from performance to the extent of the prevention restriction or interference but the party so affected shall use its reasonable endeavours to avoid to remove the cause of non-performance and shall continue performance under the Contract with utmost dispatch whenever such causes are removed or diminished.

8. REJECTION

- 8.1 Where the Customer has made known to the Supplier the purpose for which the Customer requires the Goods, the Goods shall be fit for the purpose so specified.
- 8.2 All Goods are to be of merchantable quality.
- 8.3 The Customer may reject on delivery:
- 8.3.1 Such that Goods as are more that 10% in excess of those contracted for
- 8.3.2 The Goods where they are more than 10% below those contacted for and in each case by reference to quantity
- 8.4 The Customer may reject Goods within 7 days of delivery
- 8.4.1 If they do not correspond to sample provided by or description given by the Supplier to the Customer prior to the date of the Contract.
- 8.4.2 If following delivery they are found to have defects not apparent on a reasonable examination of the sample provided by the Supplier to the Customer prior to the Contract.
- 8.5 The Customer may reject Goods found to have a latent defect provided they are rejected within 21days of the defect being discovered.

9. TERMINATION/SUSPENSION & DISPUTE RESOLUTION

- 9.1 Either Party hereto may terminate this Contract where it becomes apparent that the other Party has become or is likely to become if an individual bankrupt and if a company insolvent or suffers execution or distress to be levied on its property or goods or enters into a composition with creditors.
- 9.2 Either Party may terminate the Contract if the other is in material breach of the Conditions.
- 9.3 In the event of termination under 9.1 or 9.2 the Customer shall pay the Supplier for Goods Delivered to it in transit to it or already printed at the date of termination and shall indemnify the Supplier in respect of any costs and expenses incurred by the Supplier in connection with the Contract up to the date of termination including the cost of recovery of Goods delivered and not paid for.
- 9.4 In the event of a dispute arising between the parties, which the parties are unable to resolve the parties shall submit to ADR before commencing court proceedings unless the provisions of clause 9.1 apply to the liability of the Customer to pay for Goods or liability is not realistically disputed and payment for the same has not been made within 30 days of the date of delivery thereof.

10. NOTICES

- 10.1 Any notice given under this Contract shall be in writing and may be served:
 - 10.1.1 By registered or recorded delivery mail.
 - 10.1.2 By facsimile transmission
 - 10.1.3 By any other means which either party may specify to the other by notice in writing
- 10.2 The Supplier's address for service is Silverthorne Lane, St Philips, Bristol, BS2 0QD
- 10.3 The Customer's address for service shall be that appearing on the Order
- 10.4 Notice shall be deemed to have been served
 - 10.4.1 If it was served in person at the time of service
 - 10.4.2 If it was served by post 48hrs after it was posted
 - 10.4.3 If it was served by facsimile at the time of transmission

11. CONFIDENTIALITY & COPYRIGHT

- 11.1 The copyright or right to patent in Goods supplied by the Supplier to the Customer shall belong to the Customer where it has been the originator of any invention drawing or design, whether prepared by or on behalf of the Supplier or Buyer or on behalf of the Customer.
- 11.2 The Supplier shall preserve harmless and return to the Customer on demand all artwork photography illustrations film and script supplied by the Customer to the Supplier to enable the Supplier to manufacture the Goods
- 11.3 Neither the Supplier nor the Customer shall disclose the existence of this Contract without the prior written consent of the other.
- 11.4 The Supplier shall not any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving from the Customer or any other confidential information in relation to the Supplier's affairs or business or methods of carry on business.
- 11.5 The Supplier shall both during this Contact and after its termination keep confidential and not (except as authorised for the purposes of this Contract) use disclose or attempt to use or disclose to any person any means ideas concepts designs technical information inventions specifications and operating experience which the Customer has developed or acquired in relation to its business.
- 11.6 The restrictions in this clause 11 shall not apply to information which the Supplier establishes
 - 11.6.1 Is known to the Supplier at the date of disclosure as evidence from its written records.
 - 11.6.2 Is after the date of disclosure required of the Supplier in good faith from an independent third party or
 - 11.6.3 Has in its entirety become public knowledge otherwise than in breach of these restrictions.

12. GOVERNING LAW

- 12.1 This Contract shall be construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.