

# Advance Labels Terms & Conditions

## Standard Conditions of Sale

### 1. Definitions in these Conditions.

- 1.1 "Buyer" means the person who buys or agrees to buy the Goods from the Seller.
- 1.2 "Conditions" means the Terms & Conditions of sale set out in this document and any specific Terms and Conditions agreed in writing by the Seller.
- 1.3 "Delivery date" means the date specified by the Seller when the Goods are to be delivered.
- 1.4 "Goods" means the articles which the buyer agrees to buy from the Seller.
- 1.5 "Price" means the Price for the Goods excluding carriage packing insurance & VAT.
- 1.6 "Seller" means the person whose name and address appears in the box marked Advance Labels Ltd

### 2. Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sales of Goods by the Seller to the Buyer to the exclusion of all other Terms and Conditions including any Terms and Conditions which the buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including special Terms and Conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### 3 Liability of the Seller

- 3.1 The Seller undertakes to credit the account (if any) of the Buyer or to remedy free of charge by repair or replacement any defects in the Goods covered under the manufacturer's guarantee provided that the Buyer notifies the Seller promptly of such a defect and where the Buyer arranges for the prompt return to the Seller of the defective Goods at the Buyer's risk and expense.
- 3.2 Save as herein specifically provided and save to the extent that the same cannot by statute be excluded, all Conditions and warranties or representations, express or implied, statutory or otherwise in relation to the Goods are hereby excluded.
- 3.3 The Seller shall not be liable for any financial consequential or indirect loss suffered by the Buyer or any third party whether such loss arises from breach of duty in contract or tort in any other way including without limitation to the generality of this exclusion, loss of profits, economic loss, loss of goodwill, loss of contracts, loss of data, damage to the property of the Buyer or anyone else (other than damage caused by the negligence of the Seller or any of its' employees, agents or subcontractors) and death or personal injury to the Buyer or anyone else (except so far as such death or inquiry is attributable to the Sellers negligence).

### 4 The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotation.

### 5 Force Majeure

The Seller shall not be liable to the Buyer for any failure to perform it's obligations due to any circumstances beyond its control (including without limitations, strikes, lockouts, industrial disputes, failure of power supplies, delays caused by British Telecommunications plc or any other person, firm or company, delays caused by any manufacturer of the Goods, riots, civil disturbances, war or warlike activity, embargoes, fire, explosion, flood or natural causes) and in such event the Seller may elect by written notice to cancel any agreement with the Buyer or elect that the time for performance be extended until such time as the Seller may reasonably effect performance.

### 6 Property in the Goods

- 6.1 Notwithstanding that risk in the Goods has passed to the Buyer in accordance with Clause 7 of these Conditions, the Goods shall remain the sole and absolute property of the Seller and title and legal and equitable ownership of the Goods shall not pass to the Buyer until payment is received by the Seller of all monies due from the Buyer to the Seller in respect of all Goods supplied by the Seller to the Buyer and the Buyer acknowledges that until such payment is made in full it is in full possession of the Goods solely as a fiduciary for the Seller.
- 6.2 The Buyer is licensed by the Seller to use or to agree to sell the Goods provided that the entire proceeds of any such sales of Goods are held in trust for the Seller and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Seller's money.
- 6.3 Until title to the Goods passes to the Buyer the Goods shall be kept separate and distinct from all other property of the Buyer and of third parties and in good condition and stored in such a way to be clearly identifiable as belonging to the Seller and the Buyer will not cause or permit or suffer any labels, badges, serial numbers or other means of identification of the Goods to be removed or obscured.
- 6.4 The Seller may for the purpose of recovering its Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

### 7 Risk

The Goods shall be at the Buyer's risk from the time of delivery or if the Buyer has requested that it will arrange for the collection of the Goods, the Goods shall be at the Buyer's risk on the date the Seller has notified the Buyer that the Goods are ready for collection.

### 8 Delivery

- 8.1 Unless otherwise expressly agreed, the cost Price shown in the current Price List of the Seller is exclusive of Value Added Tax and of the cost of packing and carriage which will be charged at the Seller's normal rates.
- 8.2 The time for delivery of the Goods is not of the essence. The agreed dates for delivery are estimates only and a failure by the Seller to comply with them shall not be a breach of these Conditions.
- 8.3 The Buyer is required to inspect the Goods on receipt and to notify the Seller of any defect or complaint within 8 days.
- 8.4 If any payment due to the Seller is overdue for 28 days or if the Buyer ceases to trade or enters into any arrangement with its creditors or shall become solvent or has a receiver or administrative receiver appointed or a petition is presented or a resolution is passed for the winding up of the Buyer (if the Buyer is a company) other than for the purpose of a solvent reconstruction or amalgamation previously notified to the Seller, the Buyer shall then be deemed to have repudiated any agreement it may then have with the Seller who shall be entitled (without prejudice to any other rights or remedies available to it) to stop any Goods in transit and to cancel any further deliveries.

### 9 The Price and Payment

- 9.1 The Price shall be the Seller's quoted Price or the Price set out overleaf. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 9.2 Payment of the Price and VAT shall be due within 28 days of the date of the invoice. Time for payment shall be of the essence.
- 9.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% per calendar month and shall accrue at such a rate after as well as before any judgement

### 10 Intellectual Property

Where any specification and designs of the Goods or any packaging of the Goods have been provided by the Seller, the copyright, design right or other intellectual property in them shall remain the property of the Seller or if different the manufacturer or the Seller's own supplier

### 11 Notices

All demands, notices and other communications shall be in writing and addresses to the Seller and the Buyer at their respective Addresses shown overleaf and shall be deemed to have been duly given or made by letter 48 hours after being posted first class postage prepaid or if delivered by hand, at the time of delivery.

### 12 Proper Law of Contract

This contract is subject to the law of England and Wales