

Vigo Presses Ltd - Terms and Conditions of Trade (“Conditions”)

Terms & Conditions of Sale

The following are the terms and conditions for the sale of goods from Vigo Presses Ltd (Supplier) which apply to and govern any contract which we enter into. Please read them carefully. An offer to buy goods from Vigo Presses Ltd is conclusive evidence of your acceptance of the following terms and conditions.

1. Definitions

1.1. “Supplier” means Vigo Presses Ltd, Pelagic House, Flightway, Dunkeswell, Honiton, Devon EX14 4RB.

1.2. “Customer” means any person, firm, company or unincorporated association which orders or buys Goods from Supplier.

1.3. “Goods” means the goods and/or services which are the subject of the Contract and any instalment thereof.

1.4. “Order” means any order placed by Customer, either orally or in writing (whether by letter, fax, or email), for supply of Goods by Supplier to Customer.

1.5. “Invoice” means the invoice given, despatched, emailed to Customer detailing the Goods and the Price.

1.6. “Price” means the total price to be paid by Customer to Supplier for the Goods as specified on the invoice which shall include VAT where applicable and/or other taxes, duties and appropriate other charges.

1.7. “Staged Payments” means agreed Customer payments made within an agreed timescale.

1.8. “Contract” means an individual legally binding contract between Supplier and Customer created when an Order placed by Customer is accepted by Supplier according to these Conditions.

2. General

2.1. All descriptions and illustrations contained in/on the Supplier catalogue/internet site or any price list or otherwise, communicated to the Customer are intended merely to present a general impression of the

Goods, such as colour and dimensions. Nothing contained in any of them shall form any part of the Contract.

2.2. Any Catalogue published by the Supplier is only a declaration of willingness to enter into negotiations and is not an offer and cannot be accepted so as to form a binding contract.

2.3. Any advice or recommendation given by the Supplier, or its employees, or its agents, to Customer as to the storage, application or use of Goods and Services is followed or acted upon entirely at the Customers own risk and accordingly the Supplier shall not be liable for any such advice or recommendation which is not confirmed in writing by the Supplier.

2.4. Unless any Goods performance figures, tolerances or characteristics have been specifically and expressly warranted by the Supplier in writing, the Supplier shall be under no liability whatsoever for any failure to attain such figures whether attributable to the Supplier's negligence or otherwise.

2.5. The conditions set out herein cannot be altered, added to, or substituted by other Conditions unless expressly accepted in writing by a person authorised to sign on Suppliers behalf.

3. Acceptance of Orders

3.1. Any quotation relating to Goods supplied by the Supplier shall not constitute an offer capable of acceptance by Customer but as an invitation to place an Order. Orders shall be accepted entirely at the discretion of Supplier and, if accepted, are governed by these Conditions.

3.2. Written confirmation is not required for a telephone order, but if sent it must be marked 'Confirmation Only' to avoid liability for a duplicated delivery. Any resulting duplication of delivery shall be the responsibility of the Customer and the Supplier reserves the right to treat such duplication as it sees fit.

4. Prices and Payments

4.1. All prices for Goods and Services are in pounds Sterling or Euro as appropriate and exclude any relevant Value Added Tax ("VAT") at the relevant rate ruling on the date of despatch. They do not include the cost of carriage, package, or other charge which becomes payable under this Contract.

4.2. Whilst every endeavour will be made to maintain the prices in the Catalogue and on the internet the Supplier reserves the right to alter prices at any time prior to acceptance of order. The Supplier will notify the Customer in writing of this change, the Customer shall accept this change in writing.

4.3. Price shall be paid in cash or cleared funds on or before the date shown on the invoice as the due date for payment unless otherwise agreed in writing. Time for payment shall be of the essence.

4.4. Where deposits are paid for ordered Goods by agreement the deposit shall act as acceptance of these terms and conditions and acceptance that full payment will be made according to the terms of the contract.

4.5. The Supplier may agree to the Customer paying for its Goods and/or Services in Staged Payments such agreements shall be made in writing by the Supplier to Customer.

4.6. Where failure by the Customer to provide samples and/or information by the date agreed between the parties leads to delays in the delivery date the Supplier reserves the right to demand Staged Payments on the Contract due dates irrespective of actual delivery dates.

4.7. Where Customer declines and/or fails to take delivery of Goods and/or Services by the due delivery date agreed between the parties the Supplier reserves the right to charge for any additional costs incurred by the Supplier and to demand immediate payment in full for any outstanding monies due for Goods and/or Services.

4.8. In the event that the Customer fails to make Staged Payments by the dates agreed between the parties the Supplier reserves the right to cancel the order, dispose of the Goods and deduct any costs incurred in this disposal from the deposit paid by the Customer before refunding any remaining balance to the Customer.

4.9. Credit terms are available upon request and are subject to status, satisfactory references, and acceptable trading history with the Supplier.

4.10. Payment is due by the end of 30 days from the date of the invoice without any deductions whether arising by way of lawful or alleged right of set off or counter-claim or otherwise whatsoever. The time for Payment is of the essence. If the Credit Customer fails to make any Payment on the due date, then, without prejudice to any other right or remedy available to the Supplier, it shall be entitled to:

4.10.1 Cancel the order and suspend further deliveries of Goods.

4.10.2 Set off any fees against orders.

4.10.3 Charge an administration fee for any legal or other actions required to recover monies due.

4.10.4 Charge interest on the unpaid amount from the due date at a rate of 3% per month above base rate of the HSBC Bank from time to time in force.

4.11. Customer shall reimburse the Supplier (on a full indemnity basis) all costs and expenses incurred by the Supplier in connection with the recovery of any monies due to the Supplier under the contract.

4.12. Payment made by Customer to Supplier shall be applied by Supplier to invoices, and to Goods/Services listed in invoices, in such order or manner as Supplier shall, at its entire discretion, think fit.

4.13. Except with the express agreement in writing by Supplier, no deduction shall be made by Customer from any payment for Goods/Services for or on account of any matter or thing whatsoever including, but not limited to, any set-off, compensation, counter-claim or present or future taxes.

5. Shipping and Handling Charges

5.1. Delivery is as detailed at the time of purchase. The current charge can be ascertained by contacting the Supplier.

6. Property in the Goods

6.1 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, property in the goods shall not pass to Customer until the Supplier has received in cash or cleared funds payment in full of the Price and of all other sums which may be due by Customer to the Supplier at the time the Price is so paid in full.

6.2. Until property in the Goods passes, Customer shall keep the Goods free from any lien, charge or encumbrance and the Supplier may at any time require the Goods to be returned to it by Customer, and if such requirement is not met within three days the Supplier may retake possession of the goods and may enter any premises of Customer (including locked and steadfast premises) for that purpose. Customer shall hold the Goods as the Supplier's fiduciary agent and custodian and shall keep them separate from its property and from that of third parties and properly stored, protected and insured and identified as the property of Supplier.

6.3. If Customer shall sell or otherwise dispose of, or process the Goods (or any part thereof) it shall receive and hold as trustee for the Supplier the proceeds of such sale, disposal or process or other monies derived from or representing the goods (or any part thereof) (including insurance proceeds) and shall keep such proceeds or other monies separate from any monies or property of Customer and/or third parties, and shall as soon as possible after receiving the same pay such monies to the Supplier or into a separate account in trust for the Supplier.

6.4. Supplier shall be entitled to sue for the Price once payment is due notwithstanding that property in the Goods has not passed to Customer.

7. Warranty and Returns

7.1. Any defects which under proper use appear in the Goods within a period of twelve months (or as maybe otherwise previously stated by the Supplier) after delivery and which in the opinion of the Supplier are found to be faulty due to faulty materials, workmanship, or design will be made good by the Supplier either by repair or, at Supplier option, by replacement provided that the Goods or the defective parts thereof are returned together with (if relevant), all complete accessories, manuals and in their original packaging, within the twelve month period, and accompanied by a claim in writing which specifies the date of purchase and the invoice number.

7.2. Second-hand Goods supplied by the Supplier shall hold a warranty as stipulated at time of sale, if any.

7.3. All warranties and conditions whether implied by statute or whether expressed or implied at common law are to the fullest extent permitted by law.

7.4. The warranty for all Goods supplied is intended in the replacement free of charge of any parts deemed faulty or entirety of equipment at the premises of the Supplier, and does not cover the costs of labour or technical intervention at Customer premises, including travelling time, air fares and other ancillary costs.

7.5. Supplier will not accept returns unless prior authorisation has been approved and a Returns Number issued. To obtain authorisation for return please contact the Sales department. The Returns Number must be clearly identified on both the outer packaging and any internal paperwork when the Goods are returned.

7.6. Customer shall inspect the Goods immediately upon delivery and shall notify the Supplier in writing of any shortages, damage to, or defect in the Goods, such notice must be annotated with the despatch note number and where feasible accompanied by a photograph of the damage. Further, within 7 days of delivery (time being of the essence) Customer shall give notice in writing to Supplier of any alleged shortages in the Goods or of any damage to, or defect in the Goods, or of any other matter or thing by reason whereof Customer alleges that the Goods are not in accordance with the Contract. If the Customer fails to notify the Supplier within 7 days the Customer shall not thereafter be entitled to reject the Goods or to claim from the Supplier in respect of any shortage, damage, or other defect in Goods.

7.7. In the case of damage or other defect in the goods which was not apparent on reasonable inspection, notice shall be given to Supplier within 7 days after discovery of the damage or other defect, otherwise clause 7.6. shall apply.

7.8. If requested by the Supplier following notification of a claim, defective/damaged Goods shall be returned promptly by Customer to Supplier at the Customer's expense. If on inspection the goods are found to be defective any reasonable cost of return will be refunded to the customer.

7.9. Where a claim is made under clause 7.6. or 7.7. which the Supplier accepts, the Supplier may at the Supplier's sole discretion.

7.9.1. Replace the said Goods (or the part in question) free of charge; and/or

7.9.2. Refund Customer all or part of the Price; and/or

7.9.3. Cancel Customer's liability to pay all or part of the Price
and thereafter Supplier shall have no further liability to Customer.

8. Copyrights, Patents, Intellectual Property and Information

8.1 Goods offered for sale in any Supplier Catalogue may be subject to a patent, trademark, registered design, copyright, topography right or other right of any person. Supplier owns full copyright in respect of any Catalogues whether published in paper or electronic form such as through the Internet. The reproduction, storage in a retrieval system, or transmission, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, in part or in whole, is prohibited without Supplier prior written consent. Notwithstanding any other term of these conditions any copyright material that forms part of the Goods purchased is retained and will not pass to the Customer.

8.2 Where any designs or specifications have been supplied by Customer for manufacture by or to the order of Supplier then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly, or supply of Goods shall not infringe the rights of any third party and the customer shall indemnify Supplier against the breach of such warranty accordingly.

9. Data Protection

9.1. Supplier may keep and use Customers personal details for the purpose of providing services to the Customer. The Supplier may disclose Customers name and address details to the relevant organisations when taking up trade references before opening a credit account.

10. Liability

10.1 Supplier accepts no liability whatsoever or howsoever arising in respect of loss, damage or expense from errors in information or advice provided whether or not due to Supplier negligence or that of its employees, agents or sub-contractors save for any loss or damage.

10.2 Supplier shall not be liable to Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of Contract with the Customer. Supplier shall not be liable to Customer for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise). Supplier shall not be liable to Customer for costs, expenses or other claims for compensation whatsoever (whether caused by the

negligence of Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of Goods or their use or resale by the Customer.

10.3 The entire liability of the Supplier under or in connection with the Contract with the Customer shall not exceed the price of the Goods except as expressly provided in these terms and conditions.

11. Force Majeure

11.1. Supplier shall not be responsible for any delay or failure to fulfil any of its obligations under the Contract nor be liable for any loss or damage suffered or incurred by Customer by reason of any delay in delivery of the Goods or any part thereof caused directly or indirectly by any act of God, government or parliamentary restriction, import or export regulation, strike whether involving employees of Supplier or of a third party, lockout, trade dispute, fire, theft, flooding, breakdown of plant or premises, late or non-delivery of any supplies, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery or any other cause whatsoever beyond the control of Supplier.

12. Termination

12.1. In the event of Customer committing any breach of any term or provision of the Contract, including for the avoidance of doubt these conditions, going into liquidation, having a Receiver, Administrator, Judicial Factor or other similar officer appointed over the whole or any part of its assets, becoming bankrupt or apparently insolvent or granting any trust deed or entering into any composition or similar arrangement with its creditors, or if any circumstances arise which, in the sole opinion of Supplier, render any of the foregoing likely to occur then the Supplier shall be entitled, without notice, to dispose of any of the Goods in which property shall not have passed to Customer in accordance with these Conditions. Supplier shall also be entitled to cancel all Contracts or any part thereof remaining unfulfilled between the Supplier and Customer and to sell to any other party or otherwise dispose of and deal with the Goods.

12.2. Termination of the Contract shall not discharge any pre-existing liability of Customer to Supplier and on such termination Supplier shall be entitled to recover from Customer such loss or damage as the Supplier has suffered by reason of such termination.

13. Severance

13.1. Any provision of this Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.

14. Waiver

14.1. No waiver or forbearance by Supplier (whether expressed or implied) in enforcing any of its rights under this Contract shall prejudice its right to do so in the future.

15. Rights of Third Parties

15.1. Save as expressly provided none of the provisions of this Contract are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Contract.

16. Customer Obligations

16.1. The customer should consider their obligation to ensure that all equipment used in the course of their business must be safe and subject to an appropriate risk assessment by a competent person before it is used. (Provision and Use of Work Equipment Regulations - PUWER).

17. Law

17.1. All contracts between Supplier and Customer shall be governed by and interpreted in accordance with English Law and Customer submits to the exclusive jurisdiction of any competent Court in England.