

CONDITIONS OF SALE

1.	Interpretation		
1.1	In these Conditions: 'BUYER' means the person who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company. 'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions. 'COMPANY' means Tungate Print & Packaging Ltd. (registered in England under number 1805836). 'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company. 'CONTRACT' means the contractfor the purchase and sale of the Goods. 'WRITING' includes facsimile, ISDN, e-mail transmission and comparable means of commuication.	8.6.1	to any other right or remedy available to the Company, the Company may;
1.2	Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.	8.6.2	Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
1.3	The headings in these Conditions are for convenience only and shall not affect their interpretation.		Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
2.	Basis of the Sale	9.	Risk and Property
2.1	The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.	9.1	The risk in all Goods delivered in connection with the waste shall pass to the Buyer;
2.2	No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Company.	9.1.1	In the case of the Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are available for collection, or;
2.3	The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in Writing.In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claims for breach of, any such representations which are not so confirmed.	9.1.2	In the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
2.4	Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage,application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Buyers own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.	9.2	Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds, payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Buyer for which payment is then due.
2.5	Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer,invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.	9.3	Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailor and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
3.	Orders and Specifications	9.4	Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
3.1	A tender shall not be binding unless made on the Company's printed form or such other document that the Company may specify. A tender must be unconditionally accepted in writing signed by the Customer within 30 days of the date appearing on the tender or thereafter the tender shall shall be deemed to have been withdrawn. An agreement shall be deemed to be made only when the acceptance of the tender is received by the Company.	9.5	The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so, all moneys owing by the Buyer to the Company shall (without prejudice to any other right of remedy of the Company) forthwith become due and payable.
3.2	No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.	10.	Customer's Property
3.3	The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.	10.1	Except in the case of the Customer who is not contracting in the course of a business nor holding himself out as doing so, any property of the Customer and all property supplied to the Company by or on behalf of the Customer while it is in the possession of the Company or in transit to or from the Customer, shall be at the Customer's risk (unless otherwise agreed in Writing) and the Customer should insure accordingly.
3.4	The quantity, quality and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Company).	10.2	The Company shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Company at any time.
3.5	If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Buyer's specification.	11.	Customer Materials
3.6	The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.	11.1	The Company shall not be obliged to accept and may reject any paper, plates, films,discs or other materials supplied or specified by the Customer which appear to the Company to be unsuitable for any reason. Any additional costs incurred by the Company where materials are found to be unsuitable during the course of production may be charged as extras at any time.
3.7	No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in Writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.	11.2	Where materials are supplied or specified by the Customer, the Company shall use its best endeavours to satisfy the Customer's requirements, but shall not be responsible or liable for any defect in the product or imperfect work caused by defects in or the unsuitability of the materials so supplied or specified.
4.	Preliminary Drawing Copy and Proofs	11.3	Quantities of materials supplied by the Customer must be adequate to cover normal spoilage and if an insufficient quantity is supplied, any additional costs incurred by the Company shall be charged as extras.
4.1	Any working drawings or particulars submitted to the Company by the Customer as forming the basis of the tender must be first approved in writing by the Company.	12.	Subject Matter
4.2	The Company shall not be responsible for any discrepancies, errors or omissions in the working drawings and any other particulars supplied to the Company and the Customer shall pay as extras any additional cost incurred by the Company due to any alterations in the description of the work in the tender which is necessary by reason of inadequate information or detail suoolled by the Customer.	12.1	The Company shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
4.3	Except in accordance with clause 4.4 hereunder the working drawings shall not be departed from.	12.2	The Company hereby indemnifies and shall keep indemnified the Company in respect of any claim costs and expenses arising out of any libellous matter or any infringement of copyright patent design or of any other intellectual property right or proprietary or personal rights contained in any material printed for the Customer, such indemnity to be on a full indemnity basis and to extend and include all legal costs incurred by the Company in relation thereto.
4.4	The Company shall be under no obligation to vary the quantity, design, position, dimensions or levels of any work specified in the working drawings or in the tender or to omit any work or execute any additional work necessary for the completion of the work but the Company may make any variation to the work which the Customer requests the Company to make and any additional cost occasioned thereby shall be paid by the Customer as extras.	13.	Warranties and Liability
4.5	All preliminary work undertaken by the Company whether experimentally or otherwise at the Customer's request and all costs incurred in connection therewith shall be paid by the Customer as extras.	13.1	Subject to the Conditions set out below, the Company warrants that the Goods will correspond with their specifications at the time of delivery.
4.6	The Company reserves the right to charge as extras to cover any additional work involved where copy supplied is not clear and legible.	13.2	The above warranty is given by the Company subject to the following Conditions:
4.7	Proofs of all work may be submitted by the Company for the Customer's approval and the Company shall incur no liability for any errors in the work not corrected by the Customer in proofs so submitted. All costs in connection with any alterations made by the Customer to such proofs and for further or additional proofs necessitated thereby shall be charged as extras and where style, type or layout is under the terms of the Agreement left to the discretion and judgement of the Company, the costs of any variation therein which the Customer requests the Company to make, shall be paid by the Customer as extras.	13.2.1	The Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
4.8	Where the Customer requests the Company to undertake production of any of the products without the preparation of any proofs, the Customer shall be deemed to acknowledge:-	13.2.2	The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Company's approval;
4.8.1	That the Goods ordered by the Customer may be produced by the Company in their full quantity without any prior submission by the Company of any proofs or preliminary drawings or work.	13.2.3	The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price or the Goods has not been paid by the due date for payment;
4.8.2	That the Customer will pay in full the contract price (together with any extras in accordance with the terms and conditions applicable to the contract) for the Goods, notwithstanding that there is any part of the text, layout, style or form of the Goods that does not accord with the Customer's wishes.	13.2.4	The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefits of any such warranty or guarantee as is given by the manufacturer to the Company.
4.8.3	That the Customer will not make any claim against the Company for breach of contract or otherwise where any part of the text, layout, style or form of the Goods so ordered does not accord with the Customer's wishes.	13.3	Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
4.8.4	That the Company has only agreed to enter into the contract to which the order relates and to complete such contract in consideration of the Customer accepting this acknowledgement.	13.4	Where the Goods are sold under a consumer transaction (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these Conditions.
5.	Standing Material	13.5	Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specifications, shall (whether or not delivery is refused by the Buyer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been deliveredin accordance with the Contract.
5.1	Metal, film, glass and other materials owned by the Company and used by it in the production of type, plates, moulds, stereotypes, electrotypes, film setting, negatives, positives and the like and any of the products, shall remain the Company's exclusive property at all times save where the same has been supplied to the Company by the Customer.	13.6	Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Compan's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Buyer.
5.2	Type may be distributed and lithographic film and plates, tapes, discs, photogravure or other work effaced immediately after the work has been executed unless the Company has agreed in writing to the contrary, in which event the Company shall be entitled to make a charge for rent or storage charges as extras.	13.7	Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer,except as expressly provided in these Conditions.
5.3	It is the Customer's responsibility to maintain a copy of any original electronic / digital file.	13.8	The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control.
5.3.1	The printer shall not be responsible for checking the accuracy of supplied input from an electronic / digital file from the Customer unless otherwise agreed.	13.8.1	Act of God, explosion, drought, flood, tempest, fire or accident;
5.3.2	If an electronic / digital file is not suitable for output on equipment normally adequate for such purposes without adjustment or other corrective action, the printer may make a charge for any resulting additional cost incurred.	13.8.2	War or threat of war, sabotage, insurrection, civil disturbance or requisition;
6.	Price of the goods	13.8.3	Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentart or local authority;
6.1	The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order.Where the Goods are supplied for export from the United Kingdom, the Company's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Company without giving notice to the Buyer.	13.8.4	Import or export regulations or embargoes;
6.2	The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer to give the Company adequate information or instructions.	13.8.5	Strikes, lock-outs or other industrial actions taken by employees in contemplation of or furtherance of a dispute or trade disputes (whether involving employees of the Company or of a third party);
6.3	Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in Writing between the Buyer and the Company, all prices are given by the Company on an ex-works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer shall be liable to pay the Company's charges for transport, packaging and insurance.	13.8.6	Difficulties in obtaining raw materials, labour, fuel, parts or machinery required for the performance of the Contract;
6.4	The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Company.	13.8.7	Power failure or breakdown in machinery;
6.5	The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Company before the due payment date.	13.8.8	Legislation;
7.	Terms of payment	13.8.9	Inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by the Customer;
7.1	Subject to any special terms agreed in Writing between the Buyer and the Company, the Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.	14	Indemnity
7.2	No discount shall be allowed unless expressly agreed in Writing by the Company.	14.1	If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, the Company shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that;
7.3	The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days after the month end of the invoice date "(the due date)" notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.	14.1.1	The Company is given full control of any proceedings or negotiations in connection with any such claim;
7.4	If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:	14.1.2	The Buyer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations;
7.4.1	Cancel the Contract or suspend any further deliveries to the Buyer.	14.1.3	Except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld);
7.4.2	Appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and	14.1.4	The Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
7.4.3	Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of six per cent (6%) per annum above National Westminster Bank PLC base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).	14.1.5	The Company shall be entitled to the benefit of, and the Buyer shall accordingly account to the Company for, all damages and costs (if any awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and
7.4.4	Goods supplied by the Company remain the property of the Company until the Customer has paid for the Goods and discharged all other debts owing to the Company.	14.1.6	Without prejudice to any duty of the Buyer at common law, the Company shall be entitled to require the Buyer to sake such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable to indemnify the Buyer under this clause.
7.4.5	If the Customer becomes insolvent and the Goods have not been paid for in full, the Company may take the Goods back and if necessary, enter the Customer's premises to do so or to inspect the Goods.	15	Insolvency of Buyer
7.4.6	If the Customer shall sell the Goods before they have been paid for in full they shall hold the proceeds of sale on trust for the Company in a seperate account until any sum owing to the Company has been discharged from such proceeds.	15.1	This clause applies if:
8.	Delivery	15.1.1	The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
8.1	Delivery of the Goods shall be made by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place.	15.1.2	An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
8.2	Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in Writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.	15.1.3	The Buyer ceases, or threatens to cease, to carry on business; or
8.3	Where delivery of the Goods is to be made by the Company in bulk, the Company reserves the right to deliver up to ten per cent (10%) more or ten per cent (10%) less than the quantity ordered for a single part or one process work not requiring special papers or special features and up to fifteen per cent (15%) more or fifteen per cent (15%) less for other work in either case without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.	15.1.4	The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
8.4	Where the Goods are to be delivered in instalments, each delivery shall constitute a seperate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.	15.2	If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
8.5	If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault, and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.	16	General
8.6	If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any case beyond the Buyer's reasonable control or by reason of the Company's fault) then without prejudice	16.1	The Company is a member of the Tungate Group of companies and accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.
		16.2	Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to the provision to the party giving the notice.
		16.3	No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any provision.
		16.4	If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
		16.5	Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society, in accordance with the rules of the Arbitration Acts 1950-1979.
		16.6	These Conditions and all other express and implied terms of the Contract shall be governed and construed in accordance with the laws of England.
		17	Machine Readable Codes
		17.1	In the case of Machine Readable Codes or symbols, the Company shall print the same as specified or approved by the Customer in accordance with generally accepted standards and procedures.
		17.2	The Customer shall be responsible for satisfying himself that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended.
		17.3	The Customer shall indemnify the Company against any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from any failure of the Company to comply with 17.1 (above) which is not attributable to errors falling within the tolerances generally accepted in the trade in relation to printing of this sort.