

Creative Graphics International Ltd (CGI) United Kingdom Terms & Conditions

In these conditions, unless the context requires otherwise:

“Supplier” means CREATIVE GRAPHICS INTERNATIONAL LTD (CGI)

“Buyer” means the company, firm, body or person purchasing the goods and/or Services;

“Contract” means the contract between the supplier and the Buyer for the supplying and purchase of goods and/or services;

“Goods” means the subject matter of the contract including raw materials, finished or partly finished materials or articles, commodities etc (including any such items supplied in connection with the Services);

“Services” means any work and/or services or any of them to be performed by the supplier for the Buyer pursuant to Contract.

1. GENERAL

- 1.1 The supplier's quotations are not binding on the Supplier and a Contract will only come into being upon acceptance by the Supplier of an order from the Buyer
- 1.2 The Contract will be subject to these conditions. All terms and conditions appearing or referred to in the Buyer order or otherwise stipulated by the Buyer shall have no effect. Any variation of the Contract must be confirmed in writing by the Supplier.
- 1.3 Tenders submitted by the Supplier shall remain open for acceptance for a period of 90 days from the date of the tender, unless in the tender some other period is specified or accepted or the tender is withdrawn by the Supplier
- 1.4 As a condition of the Contract the Supplier reserves the right to be provided with two references, including one from the Buyer's bankers.
- 1.5 Any representation or warranty whether written or oral made by the Supplier, its employees, officers, sub-contractors or agents, prior to the date of the contract shall not form part of the Contract and shall be of no effect in relation to the Contract.

2. PRICES

- 2.1 Where the Goods are sold by reference to the Supplier's published price list, the price payable for the goods shall be the ruling price as published in the price list current at the date of despatch of the Goods from the Supplier's works.
- 2.2 In other cases the price stated in the Contract is based on the cost to the Supplier or raw materials, fuel and power, transport and labour and all other costs at the date of acceptance of the Buyer's order or the date of any quotation (as relevant). If at the date of despatch of the goods from the Supplier's works, or if at the date of carrying out the work, there has been an increase in all or any of such costs, the price payable for the Goods or Services shall at the request of the Supplier be increased accordingly and the price as varied shall be binding on both parties and shall not give either party any option of cancellation.
- 2.3 Whilst every endeavour will be made to deliver the correct quantity of Goods ordered, the Supplier shall be deemed to have fulfilled its contractual obligations in respect of any delivery if the quantity delivered is within plus or minus 10 percent of the quantity specified in the Contract, and in such event the Buyer shall pay for the actual quantity delivered.
- 2.4 There shall be added to the price for the Goods or Services any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods or performance of the Services.
- 2.5 Unless otherwise stated, where Goods are sold for delivery on the UK mainland then the price shall include normal next day carriage costs. If the Buyer requires delivery outside the UK mainland or requires more urgent delivery on the UK mainland or for orders having a value below £50.00 (or such other amount as the Supplier specifies in the Contract) then in addition to the price of the Goods it shall pay the Supplier all additional costs of carriage, freight, insurance and other costs in connection with the delivery of Goods.

3. TERMS OF PAYMENT

- 3.1 Prices quoted are net and are in sterling unless otherwise agreed.
- 3.2 Unless otherwise agreed in writing and subject to credit being approved, accounts are due for payment not later than 30 calendar days from the date of delivery of the Goods and /or the provision of the Services. All payments shall be made without deduction or set off.
- 3.3 When deliveries are spread over a period each consignment will be invoiced as despatched and each invoice will be treated as a separate account and be payable accordingly.
- 3.4 Failure to pay any invoice in accordance with the foregoing terms or other terms specified in the Contract shall entitle the supplier to suspend further deliveries and work both on the same order and on any other order from the Buyer without prejudice to any other right the Supplier may have.
- 3.5 The Supplier also reserves the right to charge interest on overdue accounts such interest to be calculated on a day to day basis on the amount outstanding at the rate of 4 percent above the arithmetic average for each day of the published base rate of Lloyds TSB plc.
- 3.6 The Supplier reserves the right, where genuine doubts arise as to a Buyer's financial position or in the case of failure to pay for any Goods or Services or any delivery or instalment as aforesaid, to suspend delivery or performance of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.
- 3.7 Where Goods are to be delivered outside the United Kingdom, unless credit arrangements within the United Kingdom approved by the supplier have been made, payment for the Goods shall be made prior to despatch.

4. TITLE OF GOODS

- 4.1 Notwithstanding that risk in the goods shall pass to the Buyer in accordance with clause 7, title to the Goods shall remain with the Supplier until payment in full has been received by the Supplier:
 - 4.1.1 for those Goods;
 - 4.1.2 for any other Goods supplied by the Supplier; and
 - 4.1.3 of any other monies due from the Buyer to the Supplier on any account.
- 4.2 Until title to the goods passes to the Buyer under clause 4.1 the Buyer shall keep the goods separately and readily identifiable as the property of the Supplier.
- 4.3 Any resale by the Buyer of Goods in which property has not passed to the Buyer shall (as between the Supplier and the Buyer only) be made by the Buyer as agent for the Supplier
- 4.4 Goods shall be deemed sold or used in the order delivered to the Buyer

- 4.5 At any time before title to the Goods passes to the Buyer (whether or not any payment to the Supplier is then overdue or the Buyer is otherwise in breach of any obligation to the Supplier), the supplier may (without prejudice to any other of its rights):
- 4.5.1 retake possession of all or any part of the goods and enter any premises for that purpose (or authorise others to do so), which the Buyer hereby authorises; and/or
 - 4.5.2 require delivery up to it of all or any part of the Goods
- 4.6 Until title to the Goods passes to the Buyer, the Buyer shall keep all goods fully insured for the benefit to the Supplier.
- 4.7 Each clause and sub-clause of this clause 4 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the other shall remain in full force and effect.

5 WARRANTY: LIMIT OF RESPONSIBILITY

- 5.1 The Supplier warrants that it will (at the Supplier's choice) repair or replace, or refund the full purchase price of any goods which are accepted by the Supplier as being defective or not in accordance with the Contract within a period of 6 months from manufacture of such Goods (the "Warranty Period") save that this warranty shall not apply where:
- 5.1.1 the defect or fault is attributable to defective materials supplied by third parties where the Buyer's only remedy will be against that third party; or
 - 5.1.2 the defect or fault is attributable to improper storage or misuse of the Goods by the Buyer; or
 - 5.1.3 the Goods have been fitted or applied by the Buyer to surfaces or in a manner which is not recommended or approved by the Supplier or for which the Goods were not designed.
- 5.2 In respect of Services, if the Supplier accepts within the warranty Period that it has failed to execute the Services in accordance with the express terms of the Contract the Supplier may at its option perform again such of the Services as have not been carried out in accordance with the express terms of the Contract or repay the Buyer the charge for such of the Services as have not been so performed (provided such charge shall have been paid to the Supplier by the Buyer).

The Buyer's remedies in respect of any claim under the express warranties in clauses 5.1 and 5.2 or any condition or warranty implied by law or any other claim in respect of the Goods and/or Services or any workmanship in relation to them (whether or not involving negligence on the part of the Supplier) shall in all cases be limited to repair, replacement, re-performance or refund of the purchase price as aforesaid and any condition or warranty implied by law (except as to title) shall cease to apply after the expiry of the warranty period; and the Supplier shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any order or any part of them shall not entitle the Buyer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment.

6. DELIVERY AND COMPLETION DATES

- 6.1 The dates for delivery of the Goods or the dates for carrying out the Services are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance.
- 6.2 Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery
- 6.3 Delivery of the Goods shall be to the Buyer at the Buyer's premises or such place for delivery as is specified in the Contract.
- 6.4 The Supplier will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or person if the duration of the delay is not substantial or if the delay or failure is due to an Act of god, fire, inclement or exceptional weather conditions, industrial action (whether at the Supplier's premises or elsewhere), hostilities, shortage or labour, materials power or other supplies, late delivery or performance or non-delivery or non-performance by suppliers of sub-contractors, governmental order or intervention (whether or not having the force of law) or any other cause what ever beyond the Supplier's control or of an unexpected or exceptional nature.
- 6.5 No delay shall entitle the Buyer to reject any delivery or performance or any further instalment or to repudiate the Contract or the order
- 6.6 The supplier will only accept cancellation of a Contract at its discretion and upon the condition that the Buyer shall reimburse the Supplier for any costs, charges or expenses incurred by the Supplier up to the date of cancellation.

7. DAMAGE, SHORTAGE OR LOSS IN TRANSIT

Unless the Contract stipulates otherwise, risk in the Goods passes to the Buyer at the point of delivery, except that the Supplier shall not be liable:

- 7.1 In respect of any shortages or the quantity of Goods delivered or in any damage to the Goods, unless the Buyer give written notice to the Supplier with 7 days following delivery of the Goods; or
- 7.2 In respect of any failure to deliver unless the Buyer gives written notice to the Supplier within 7 days following the date specified for delivery in the Contract or, if none, the agreed delivery date.

8. DELAYED ACCEPTANCE

If for any reason the Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery the Supplier may arrange storage of the Goods at the Buyer's risk and the Buyer shall be liable to the Supplier for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the Supplier may have in respect of the Buyer's failure to take delivery of the Goods or pay for them in accordance with the Contract.

9. SUSPENSION AND TERMINATION

The Supplier may without prejudice to its rights and remedies under these conditions stop all Goods in transit and suspend further deliveries and may be notice to the Buyer terminate the Contract immediately if one or more of the following events occurs:

- 9.1 The Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed over any of the assets or undertaking of the Buyer or the Buyer or if the Buyer suffers the appointment or the presentation of a

petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding up order of if the Buyer takes or suffers any similar action in consequence of debt; or

9.2 The financial responsibility of the Buyer shall, in the opinion of the Supplier, become impaired; or

9.3 The Buyer shall commit any breach of any part of the Contract.

10. INTELLECTUAL PROPERTY

The Buyer shall indemnify the Supplier against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Supplier with the Buyer's instructions, whether express or implied

11. INDEMNITY

The Buyer agrees upon demand to indemnify the Supplier against all losses, damages, injury costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused by or related to:

11.1 designs, drawings or specifications given to the Supplier by the Buyer in respect of the goods and/or Services

11.2 defective materials or products supplied by the Buyer to the Supplier and incorporated and/or used by the Supplier in the Goods and/or the Services; or

11.3 the improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer

12. PACKING

12.1 Unless otherwise specified, packing cases and packing materials are not returnable and the Buyer will dispose of all packing in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.

12.2 The Supplier uses all reasonable endeavours to ensure, where necessary, suitability of packing before despatch, but no claim will be accepted by the Supplier for breakage or damage in transit on the ground of alleged unsuitability packing.

13. ASSIGNMENT AND SUBCONTRACTING

13.1 None of the rights or obligations of the Buyer under the Contract may be assigned or transferred, in any way, in whole or in part without the prior written consent of the Supplier.

13.2 The Supplier shall be entitled to subcontract any work relating to the Contract without obtaining the consent of, or giving notice to the Buyer.

14. HEALTH AND SAFETY

The Buyer agrees to pay due regard to any information supplied by the Supplier (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being disposed of, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonable practical the Goods will be safe and without risk to health at all times as mentioned above. For these purposes the Buyer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.

15. AMENDMENT AND WAIVER

15.1 No variation of these conditions shall be effective unless it is made in writing and is signed by both parties

15.2 No waiver of any of these conditions shall be effective except to the extent that it is made in writing and signed by the waiving party

15.3 Any waiver of a breach or a default under any of the terms of these conditions shall not be deemed a waiver of any subsequent breach or default and shall in no way affect any other terms of these conditions.

16. NOTICES

16.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by pre-paid first class post or facsimile transmission.

16.2 Any notice or document shall be deemed served if delivered at the time of delivery; if posted, 48 hours after posting, and if sent by facsimile transmission, at the time of transmission provided that confirmation of such transmission is in the possession of the sender.

17. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these conditions shall not affect the other conditions.

18. LAW AND JURISDICTION

The Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.