



**Registered Office:** Stanier Road, Porte Marsh Industrial Estate, Calne, Wilts. SN11 9PX. Registered No.3280700

## **Terms & Conditions of Sale. (Bex Design & Print Ltd)**

- 1(a) THESE CONDITIONS APPLY TO:** Any situation where an order or several orders are accepted by Bex Design & Print Ltd (in these terms and conditions called “The Company”) and thereafter executed by the Company pursuant to its obligation under a contract to do so..
- 1(b)** By entering a contract between Company and the Customer, such Customers, as purchasers shall be bound by the following conditions of sale which are automatically incorporated into the contract between the parties. (For the avoidance of doubt “Customer” is a term which includes all customers or potential customers who receive a service and a product or products by the Company who will so provide).
- 1(c)** Orders are accepted subject to availability of materials and labour.
- 1(f)** In executing its obligation under the contract the Company does so on the strict understanding that the Customer is bound by each and every one of these conditions of sale all of which shall constitute a relevant part of the contract existing between the parties.
- 1(g)** In the event that Customer order contains conditions contrary to these conditions of sale these Company conditions shall prevail should there be a conflict. In the normal event the Company will endeavour to make it clear using such format as “*Bex Design & Print Ltd expressly agree to incorporate the Customers special condition [setting out the special condition in full]*. Unless the Company expressly recognise in writing a Customers’ special condition they are not incorporated into the contract between the parties and accordingly the Company conditions prevail.
- 1(h)** Any variation to these conditions not covered by a situation as set out in condition 1(g) should normally expect the Company to respond in a clear manner using the format such as or similar to “*Bex Design & Print Ltd expressly accept the variation of its condition [number set out] and it is hereby agreed that the following condition shall be substituted namely [then set out the new agreed condition]*” Such a variation will not be effective unless in writing by the Company and acknowledged by the Customer.

### **2) PRICES**

- 2(a)** The price quoted is for the stated quantities only and not for materially lesser or greater values.
- 2(b)** All prices quoted are based on the costs of the constituent elements of manufacturing the goods ruling at the date of quotation. If any specification or any such costs vary between that date and the date of delivery, the price of the goods may be increased by the Company to provide for such variations without prior notice.
- 2(c)** Unless otherwise stated prices quoted are exclusive of V.A.T & Carriage.
- 2(d)** Goods will be invoiced at the prices ruling at the date of dispatch and payment should be paid within 30 days following dispatch. (Unless other written contracts state otherwise and are signed and agreed by both parties).

### **3) MANUFACTURING SPECIFICATIONS**

- 3(a)** If manufacturing tolerances or type of finish or materials to be used are not clearly defined in any specification or drawing supplied or approved by the Customer, the Company will manufacture to such finish and materials as the Company in its absolute discretion thinks fit.
- 3(b)** Where necessary or at the request of the Customer, the Company is prepared to advise (if within its expertise to do so) as to how the products supplied to the Customer should be stored in order to ensure the expected shelf life of a particular product. Should there be a failure to warehouse a product in a way that is customary for a particular product or to follow advice given by the Company about such matters if so requested may result in a claim made under paragraph 5 of these conditions being rejected for that reason. This condition 3b shall not be applicable if the goods are supplied at the customer’s specification as the Customer should acquaint itself as to the correct warehousing of the customer specification product.

- 3(c) Where the goods have been supplied to the Customer's specification, the Company accepts no liability for any failure or defects in such goods and the buyer shall indemnify the Company against all actions, claims, costs and proceedings, including claims that the specification of goods infringes any patent registered design, copyright or other industrial intellectual property right of any third party.
- 3(d) The Company gives no warranty as to the fitness for any particular purpose of goods so supplied to the Customer's own specification and accepts no liability for clerical or stenographic errors on any drawings or specification provided by the Customer.
- 3(e) Copyright: the copyright in all design and preliminary work prepared by the Company or to its order, shall belong to the Company unless it has been agreed in writing before the date of the relevant contract, that it may be assigned by the Company to the Customer.

#### **4. DELIVERY**

- 4(a) Delivery is at the Customer's expense unless otherwise stated. Further the Company reserves the right to deliver the goods in more than one shipment and to tender a separate invoice in respect of each installment if it is not feasible for a single delivery.
- 4(b) No responsibility can be accepted for any delay unless we specifically undertake to guarantee under a penalty.

#### **5. CLAIMS**

- 5(a) Written notices of any claim arising under, out of, or in connection with the contract, must be made within 30 days from the date goods are collected or delivered failing which all claims shall be deemed to be waived and absolutely barred.
- 5(b) There shall be a shorter period of notice for any claim for non-delivery of any product or that the product is delivered damaged and/or that they are not the correct quantity and/or do not comply with their description and for these forms of claims they shall be notified to the Company within 5 days and such notification shall be in writing.

#### **6. RETENTION OF TITLE**

- 6(a) Notwithstanding the passing of Risk, the Title of the goods (that is the say the product supplied) shall not pass to the Customer until the Customer has made payment in full to the Company of all amounts owing to the Company in respect of the goods and no other amounts then being outstanding from the Customer to the company in respect of other goods supplied by the Company.
- 6(b) Until title of the goods passes:
  - (i) The Customer shall hold the goods as a fiduciary agent and bailee for the Company.
  - (ii) Whilst holding the goods under condition 6 (b)(i) the goods shall be stored or marked so that all times they can be identified as the property of the Company.
- 6(c) Notwithstanding condition 6(b) above, the Customer shall be entitled to dispose of the goods for the account of the Company and the Company shall be indemnified by the Customer for any warranties, conditions or representations given or made by the Customer to his customers.
- 6(d) The Company may maintain any action for the price of any goods notwithstanding that the title in them has not passed.

#### **7. COMPANY REMEDIES.**

If any Customer shall make default in any material respect if its obligations to the Company, or if any distress or execution shall be levied upon the Customer's property or assets or if the Customer shall make any arrangements or composition with its creditors or if there shall be any other grounds upon which the Customer shall become insolvent for the purpose of the Insolvency Act 1986 or any resolution or petition to Wind-Up the Customer or for the Appointment of an Administrator of the Customer shall be passed or presented by the Company (without prejudice to any other right to which the Company may be entitled) the Company may:-

- 7(a) Suspend or terminate the contract or any unfulfilled part thereof without prejudice to its existing rights there under;
- 7(b) Recover from the Customer's Premises any goods which are the property of the Company; and
- 7(c) Shall be entitled to claim against the Customer for any loss or damage sustained as a result of such suspension of termination.

## **8. INDEMNITY BY CUSTOMER**

The Customer shall indemnify the Company against all liabilities, costs and expenses which the company may incur by reason of any claim by any subsequent customer or user of the goods or of any product incorporating the goods or by reason of any relative or dependent of such customer or user arising from any defect in the goods or in such product except and to the extent that such liabilities, costs and expenses arise from a breach by the Company of its obligations under these conditions.

The company shall not be liable for failure to comply with any of its obligations under the contract in the event that compliance is delayed or prevented by cause whatsoever beyond its control including, but not limited to war, riot, strike, lock-out, act of god, storm, fire, earthquake, explosion, flood, confiscation, any act of terrorism, action of any government agency or shortage.

## **9. FORCE MAJEURE**

The company shall not be liable for failure to comply with any of its obligations under the contract in the event that compliance is delayed or prevented by cause whatsoever beyond its control including, but not limited to war, riot, strike, lock-out, act of god, storm, fire, earthquake, explosion, flood, confiscation, any act of terrorism, action of any government agency or shortage.

## **10. DAMAGED GOODS**

Any goods that are found to be damaged and that have been delivered by a carrier / road haulier that you have signed for must be verbally reported within 24 hours of the signature and backed up in writing along with any photographic evidence otherwise the Company will not be held responsible for any claim.

## **11. EFFECT OF INVALID PROVISION**

**11(a)** If any provision of the contracts is held to be invalid, illegal or unenforceable in any way, the validity, legality and enforceable of the remaining provisions shall not be affected or impaired in any way.

**11(b)** Headings are inserted for convenience only and shall not affect the meaning or construction of these conditions.

## **12. PROPER LAW**

These conditions and the contract shall be subject to and constructed in accordance with English Law and the parties hereby agree to accept the exclusive jurisdiction of the English Courts in all matters connected therewith or relating thereto.

## **13. LIEN**

In addition to any right to which the Company may be by law entitled, the Company shall have a general Lien on all goods and free-issue materials of the Customer in the Company's possession, (although those goods and materials or some of them, may have been paid for), for any sums owed by the Customer to the Company under the same or any other contract.