

Copyman Terms & Conditions of Sale

Complete version

30 July 2008

Subject to revision without notice

1. DEFINITIONS

In these conditions the following terms shall have the following meanings.

‘CCL’ means Copying Centre Ltd t/a Copyman.

‘Customer’ means the customer of the CCL.

‘Contract’ means any contract for the sale of Goods by CCL to the Customer.

‘Goods’ means any goods forming the subject of this contract

‘Price’ means the price as detailed on the Order Acknowledgement

‘Order’ means any verbal orders which are confirmed in writing by CCL by means of a verbal order interpretation form, signed purchase orders and letters whether sent by fax, post or e-mail confirmed in writing by CCL by means of an Order Acknowledgement.

‘Originals’ means Original Documents in hard copy: drawings, plans, photographs, books, designs in CCL care, and specifically excludes Digital Documents.

‘Digital Documents’ means documents, drawings etc supplied to CCL in digital or electronic format

‘Materials’ means such materials provided by the customer to support its order, such as paper for printing onto.

2. CUSTOMERS MATERIALS & ORIGINAL DOCUMENT SECURITY

2.1 Customers Originals and Materials in transit or in storage in CCL care. CCL has an excellent record for care of Originals (e.g. drawings, plans, photographs, designs etc) and other customer’s Materials (such as Customers own paper supplied for copying onto). But in case loss or damage was to occur, CCL has insurance for Customers’ Originals and Materials in our care: in transit in our vehicle up to GBP10,000 for any one consignment; on our premises up to GBP50,000 for total of all Customers Originals and Materials. In the case of loss or damage to Customers’ Originals or Materials, any claim will be settled by our insurance company up to these limits. This is subject to a maximum claim per Original of GBP500 and subject to the insurer’s valuation and assessment of the claim. In cases where Originals or Materials exceed these values, the Customer should arrange its own insurance.

2.2. Loss or damage to Originals or Materials in CCL care during the reproduction process: claims will be considered up to a maximum value of GBP500 per Original. Exception: Dry transfer lettering and symbols, and other items of artwork stuck on to an original occasionally peel off during printing, even if a fixative has been used, and whilst every care is taken we regret we cannot accept any responsibility to a customer’s original caused by this.

2.3 Digital Documents and designs: it is the responsibility of the Customer to

ensure that adequate backup is maintained by the Customer, and no claim for loss of digital information will be entertained, unless such security is specifically arranged in advance in writing, by a director of CCL.

2.4 Self Service facilities: In the case where self service facilities are used by the customer, CCL cannot take care of Originals and Materials and will accept no responsibility for any loss or damage caused by self service operations.

2.5 Wastage: Where customers supply their own Materials, this is subject to an unknown wastage proportion, which shall be returned to the customer. The customer accepts that there will be no claim against CCL for wastage whatever proportion of the Materials it affects.

2.6 Claims: Any claims for loss or damage to Customer's Originals or Materials must be made according to clause 12, and will require: Proof of value; and proof of delivery to CCL care, most conveniently by recording the references on the work order issued by Customer, and accepted by CCL. Claims for loss or damage to Originals should be addressed to: The Director, Copying Centre Ltd t/a Copyman, 11 Charlecote Mews, Staple Gardens, Winchester, Hants, SO23 8SR, UK. Where such a claim is accepted by CCL, CCL will forward the relevant claim documents to the customer, and CCL will retain the option of repairing at its own discretion.

3. COPYRIGHT & LICENCES

3.1 Copyright: Responsibility for Copyright rests entirely with the Customer. No liability is accepted by CCL for any infringement of Copyright, and the customer agrees to indemnify CCL against any liability arising out of infringement of Copyright caused by the Customer's order. Ordinance Survey maps and other Crown Copyright matter is subject to the scales of Royalties laid down and payable to HM Stationary Office.

3.2 Export or Import licences. The Customer shall be responsible for obtaining all licences for the export or import of the Goods and for obtaining any other licences required for the delivery or sale of the Goods in the country of destination, and for the payment of all fees and taxes arising from the Customer's order.

4. COMPLIMENTS AND COMPLAINTS

4.1 CCL welcomes your comments. Please forward these to The Director, Copying Centre Ltd t/a Copyman, 11 Charlecote Mews, Staple Gardens, Winchester, Hants, SO23 8SR, UK.

5. QUOTATION

5.1 Quotations and Price lists issued by CCL unless otherwise stated in them shall be open for acceptance within 30 days of the date of the quotation.

5.2 All quotations are subject to revision on sight of Materials Originals and Digital Documents provided by the customer.

6. ORDERS & CONTRACT

6.1 No Contract shall come into existence until an Order Acknowledgment has

been raised by CCL (e.g. in the form a Customer Order accepted by signature of an authorised member of CCL).

6.2 CCL reserves the right to verify a buyer's authorisation to act on behalf the Customer. However, any person raising Orders on CCL certifies that they are authorised to raise such orders and approve quality, and take responsibility for payment for the Goods they have ordered.

6.3 Approval of Materials: Quotations, Contracts and Order acknowledgements are subject to approval by CCL of Materials, Originals and/or Digital documents provided to CCL. In the case that CCL, at its sole discretion, and at any time, deems these Materials, Originals, and/or Digital Documents to be unsuitable for any reason, CCL reserves the right to revise or cancel the Order or Contract.

6.4 Proofs: Originals or Digital Documents supplied to CCL by the customer form part of the Customer Order and no responsibility can be accepted by CCL for errors contained in them. Where CCL is asked to prepare or typeset Originals or Digital documents, no responsibility shall be accepted for errors in proof which have been submitted to customer.

6.5 Colour guides: Hard copy Colour guides or Pantone references must be supplied with Orders for colour work. In the absence of such guides, CCL can accept no responsibility for colour matching. Where such guides are provided CCL will make every effort to match print colours to the Customer's requirements, within normally accepted commercial tolerances.

6.6 These Conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer.

6.7 No variation of this Contract or oral promise related to it shall be valid unless in writing and signed by all parties.

6.8 Acceptance of delivery of the Goods shall be conclusive evidence of the Buyers acceptance of these Conditions.

7. PRICES

7.1 The Price for the goods excludes packing, insurance and carriage, VAT, and other taxes or duties. The Price invoiced is calculated in respect of the quantity of Goods actually delivered irrespective of the quantity in respect of which any quotation or Order Acknowledgement was issued. Orders for personalised products are subject to a quantity tolerance of + or - 5% and orders for Bespoke Goods are subject to a quantity tolerance of + or - 10%.

7.2 Prices are subject to change without notice. CCL shall have the right to adjust its prices for any increase in costs of any kind arising for any reason after the date of the Contract. Price changes shall take effect on the date of service on the customer of notice of the change.

7.3 Non-standard paper sizes will be charged at the next highest standard ISO A-series paper size.

7.4 Copying and printing prices are based on presentation of Materials and Originals and Digital Documents ready for reprographic processing. Original preparation or other special requirements are subject to the setup and other operator charges laid down in our price lists. Where customers require short

delivery times that require work outside normal business hours, surcharges may be raised.

8. PAYMENT

8.1 Ordinarily, Customers Orders should be accompanied by cash payment in full, unless alternate arrangements are made in advance. Where arrangements are made to pay for the Order on delivery or collection, these cash sales must be paid for in full before handover of the goods. All cheque and card payments are subject to the discretion of the manager, but in general: CCL accepts Switch, Delta, VISA and MasterCard for transactions of GBP5.00 and over. Cheque payment is also accepted for transactions over GBP5.00, but only up to the value of an accompanying valid cheque guarantee card.

8.2 Where credit account is set up for a customer: all invoices are payable in pounds sterling within 30 days of the date of the invoice and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason at all.

8.3 Without prejudice to any other rights of CCL, if the Customer fails to pay the invoice price by the due date the Customer shall pay interest on any overdue amount from the date of which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of 4% p.a. over the base rate from time to time quoted by Natwest Bank plc and reimburse to CCL all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

9. GOODS

9.1 The Buyer shall ensure that the Goods ordered are suitable for the Buyer's intended use.

9.2 If a sample of the Goods ordered is provided to the Buyer by CCL and accepted by the Buyer CCL shall not be liable for any variations to the Buyers specifications thereafter if the manufacture of the Goods has commenced.

9.3 The risk in any Goods or Materials supplied by the Buyer to CCL shall remain with the Buyer for the duration of the contract unless agreed in writing by CCL, except as provided in clause 2.

9.4 CCL reserves the right to charge for any additional work required to meet the Buyers specification if in the opinion of CCL, the Buyer's specification would not achieve the required effect.

10. TITLE

10.1 Notwithstanding the earlier passing of risk, title in the Goods shall remain with CCL and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.

10.2 Until title passes the Customer shall hold the Goods as bailee for CCL and shall store or mark them so that they can at all times be identified as the property of CCL.

10.3 CCL may at any time before title passes and without any liability to the Customer: repossess and use or sell all or any of the Goods and by doing so

terminate the customer's right to use, sell or otherwise deal in them; and for that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.

10.4 Until title passes the entire proceeds of sale of the Goods shall be held in trust for CCL.

10.5 CCL may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

11. RISK, DELIVERY AND PERFORMANCE

11.1 The Goods are delivered to the Customer when CCL makes them available to the Customer or its agent or carrier (who shall be the Customer's agent whoever pays its charges) at CCL's premises or other delivery point agreed by CCL.

11.2 Risk in the Goods passes when they are delivered in accordance with clause 11.1.

11.3 CCL may at its discretion deliver the Goods by instalments in any sequence.

11.4 Where the Goods are delivered by instalments, no default or failure by CCL in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

11.5 Any dates quoted by CCL for the delivery of the Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of CCL no regard has been paid to any quoted delivery dates.

11.6 If the Customer fails to take delivery of the Goods or any part of them on the due date; and to provide any instructions or documents required to enable the Goods to be delivered on the due date, CCL may on giving written notice to the Customer store or arrange for the storage of the Goods, and on the service of the notice: risk in the Goods shall pass to the Customer; delivery of the Goods shall be deemed to have taken place; and the Customer shall pay to CCL all costs and expenses including storage, any redelivery and insurance charges arising from its failure.

11.7 CCL shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract.

12. CLAIMS NOTIFICATION

12.1 Any claim for non-delivery of the Goods shall be notified in writing by the Customer or the Customer's Agent to CCL within 72 hours of receipt by the Customer or Customer's Agent of notification of dispatch of the Goods.

12.2 Any claim that any Goods have been delivered damaged, are not of the correct quantity or do not comply with their description shall be notified by the Customer to CCL within 72 hours of their delivery provided that the Buyer endorses the carriers delivery note with details thereof.

12.3 Any alleged defect shall be notified by the Customer to CCL within 72

hours of the delivery of the Goods or in the case of any defect which is not reasonably apparent on inspection within seven days of the defect coming to the Customer's attention.

12.4 Any claim under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods.

12.5 CCL shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the Customer shall, if so requested in writing by CCL, promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to CCL for examination.

12.6 CCL shall have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedures in these conditions.

13. SCOPE OF CONTRACT

13.1 Under no circumstances shall CCL have any liability of whatever kind for:

13.2 Any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer except in accordance with the instructions or advice of CCL or the manufacturer of any Goods, or neglect or from any instructions or materials provided by the Customer;

13.3 Any Goods which have been adjusted modified or repaired;

13.4 The suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to CCL;

13.5 Any substitution by CCL of any materials or components not forming part of any specification of the Goods agreed in writing by CCL;

13.6 Any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by CCL contained in CCL's catalogues, price lists or elsewhere are merely intended to represent a general idea of the Goods and not to form part of the Contract or be treated as representations or a portfolio of CCL's work;

13.7 Any technical information, recommendations, statements or advice furnished by CCL, its servants or agents not given in writing in response to a specific written request from the Customer before the Contract is made; or

13.8 Any variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the Goods, and the substituted materials or components are of a quality equal or superior to those originally specified.

14. EXTENT OF LIABILITY

14.1 CCL shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of CCL or in any other way out of or in connection with the

performance or purported performance of or failure to perform the Contract except: for death or personal injury resulting from CCL's negligence; and as expressly stated in these conditions.

14.2 If the Customer establishes that any Goods have not been delivered, have been delivered damaged or do not comply with their description CCL shall, at its option, replace with similar goods any Goods which are missing, lost or damaged or do not comply with their description, allow the Customer credit for their invoice value or repair any damaged Goods.

14.3 If the Customer establishes that any Goods are defective CCL shall, as its option, replace with similar goods or repair any defective Goods, allow the Customer credit for their invoice value or to the extent that the Goods are not of CCL's manufacture, assign to the Customer (so far as CCL is able to do so) any warranties given by the manufacturer of the Goods to CCL.

14.4 The delivery of any repaired or replacement Goods shall be at CCL's premises or other delivery point specified for the original Goods.

14.5 Where CCL is liable in accordance with this condition in respect of only some or part of the Goods the Contract shall remain in full force and effect in respect of the other or other parts of the Goods and no set-off or other claim shall be made by the Customer against or in respect of such other or other parts of the Goods.

14.6 No claim against CCL shall be entertained for any defect arising from any design or specification provided or made by the Customer or if any adjustments, alterations or other work has been done to the Goods by any person except CCL.

14.7 CCL shall not be liable where any Goods, the Price of which does not include carriage, are lost or damaged in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged Goods will, if available, be supplied by the Company at the prices ruling at the date of dispatch.

14.8 In no circumstances shall the liability of CCL to the Customer under this condition exceed the invoice value of the Goods.

14.9 CCL shall not be liable for the acts or omissions of any third parties to the Contract.

15. GENERAL

15.1 CCL may sub-contract the performance of the Contract in whole or in part.

15.2 The Customer shall not assign or sub-let this contract in whole or in part.

15.3 CCL shall have a lien on all the Customer's property in CCL's possession for all amounts due at any time from the Customer and may use, sell or dispose of that property as agent for and at the expense of the Customer and apply the proceeds in and towards the payment of such amounts on 28 days' notice in writing in the Customer. On accounting to the Customer for any balance remaining after payment of any amounts due to CCL and the costs of sale or disposal CCL shall be discharged of any liability in respect of the Customer's property.

15.4 CCL may at its discretion suspend or terminate the supply of any Goods if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up or CCL bona fide believes that any of those events may occur, and in case of termination may forfeit any deposit paid.

15.5 If the Goods are manufactured in accordance with any design or specification provided or made by the Customer, the Customer shall compensate CCL in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.

15.6 Except for any which is expressly agreed to be included in the Goods all tools, patterns, materials, drawings, designs, specifications and other data provided by CCL shall remain its property and all technical information, patentable or unpatentable, copyright and registered designs arising from the execution of any orders shall become the property of CCL.

15.7 Typing or other error or omission in any sales literature, price list, despatch note, invoice or other documentation or any information issued by CCL in whatever media shall be subject to correction without any liability on the part of CCL.

16. CONFIDENTIALITY

16.1 The Customer shall not at any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving from CCL or any other confidential information in relation to CCL's affairs or business or method of carrying on business.

16.2 CCL shall not at any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving from the Customer or any other confidential information in relation to the Customer's affairs or business or method of carrying on business.

17. CANCELLATION AND RETURNS POLICY

17.1 Orders for Goods which have to be made especially for the Customer will be charged in full unless written notice of cancellation is received not later than 2 weeks before the expected delivery date quoted in CCL's order acknowledgment and manufacture of them or any components for them has not commenced at the date of that notice. Orders for stock items may be cancelled by written notice at any time before the Goods are allocated to the Contract but if a cancellation notice is received after the Goods have been allocated to the Contract then the Customer shall be charged in full.

17.2 Any orders in respect of which an Order Acknowledgement is issued which is cancelled in accordance with clause 16.1 are subject to a minimum administration charge of £50.

17.3 CCL reserves the right to cancel any orders in respect of which the Specification provided by the Buyer would not in the opinion of any officers, agents or employees of CCL result in the required effect at the cost set out in

the Order Acknowledgement at any time prior to the commencement of manufacture and process of the Goods.

17.4. Returns Policy. Goods are not sold on a trial basis. In the case where it is established that Goods are incorrect or defective replacements will be provided free of charge.

18. FORCE MAJEURE

18.1 CCL shall not be liable for any failure in the performance of any of its obligations under this Contract caused by factors outside its control, including machine breakdown.

19. LAW AND JURISDICTION

19.1. This Contract shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English courts in all matters regarding it.

20. NOTICES

20.1 Any notice given under this deed shall be in writing and may be served: personally; by registered or recorded delivery mail; by e-mail or facsimile transmission (the latter confirmed by post); or by any other means which any party specifies by notice to the others.

20.2 Each party's address for the service of notice shall be the address specified on the Order Acknowledgement or such other address as is specified by notice to the others.

20.3 A notice shall be deemed to have been served: if it was served in person, at the time of service; if it was served by post, 48 hours after it was posted; and if it was served by e-mail or facsimile transmission, at the time of transmission.

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