

# TERMS & CONDITIONS OF SALE OF ONLINE ENVELOPES LIMITED

## DEFINITIONS

"Bespoke Goods" means any goods (inc any instalment) manufactured and or supplied by Online Envelopes Ltd to the Purchaser in respect of which goods the Purchaser has provided the Company with a specification in writing.

"The company" means Online Envelopes Limited.

"Goods" means any goods including "bespoke goods" where the context so admits,(inc any instalment) manufactured and or supplied by the company to the Purchaser pursuant to an order placed by the Purchaser.

"Purchaser" means the person ordering the goods.

## GENERAL

1) These Terms & Conditions shall apply to all sales of Goods and no variation or purported variation (inc in particular and terms and conditions on the Purchaser's contract or order form), whether before or after the making of the contract, shall have effect unless expressly agreed to in writing by the Company.

2) There shall be no contract between the Company and the Purchaser for the sale of goods unless and until the Purchaser's order is accepted in writing by the Company provided that where the Company delivers goods to the Purchaser pursuant to a verbal order for Goods received by the Company from the Purchaser.

## TRANSFER OF OWNERSHIP

The property in the Goods shall remain in the Company until the Company has received payment in full for all sums due and owing on any account by the Purchaser.

If the Purchaser shall sell or otherwise dispose of the Goods before payment is made in full to the Company, the purchaser shall in such cases hold all monies received by him from such sale or disposal in trust for the Company and shall on request furnish the Company with the names and addresses of the persons to whom such disposals have been made together with all necessary particulars to enable the Company to recover any outstanding sums due from such persons.

So long as the property in the Goods shall remain in the Company, the purchaser shall hold the Goods as bailee for the Company and store the Goods so as to clearly show them to be the property of the Company, and the Company shall have the right, without prejudice to the obligations of the Purchaser to purchase the Goods, to retake possession of the Goods (and for that purpose to go upon any premises occupied by the Purchaser).

Nothing in this clause shall confer any right upon the Purchaser to return the Goods. The Company may maintain an action for the price notwithstanding that property in the Goods shall not have vested in the Purchaser.

## DELIVERY

All delivery times are quoted as estimates only and the Company shall not be liable for failure to deliver within the time quoted.

If the Goods are not received by the Purchaser within 6 days from the date of the relevant invoice, the Company must at once be informed.

The Company shall be entitled to make partial deliveries or deliveries by instalments and the terms and conditions herein contained shall apply to each partial or instalment delivery. Deviations in quantity of the Goods (representing not more than 10 per cent by value) from that stated in the contract shall not give the Purchaser any right to reject the Goods or claim damages and the Purchaser shall be obliged to accept and pay at the contract rate for the quantity of Goods delivered.

## RISK OF LOSS OR DAMAGE

The Goods are at your risk from the time of delivery.

Delivery takes place either at our premises (if you are collecting or arranging carriage) or at your premises (if we are arranging carriage).

You must inspect the Goods on delivery. If any goods are damaged (or not delivered) you must inform us in writing within 5 working days of delivery. You must give us (and any carrier) a fair chance to inspect the damaged goods.

You must also supply us with samples of any damage or in the event of the goods being incorrect.

## PRICES

Unless stated otherwise our quoted price is per one thousand envelopes. The price quoted excludes vat and other taxes. Vat and other taxes or duties on the Goods will be those applying at the time of delivery.

Our quotations lapse after 30 days (unless otherwise stated). At any time we may adjust the price to reflect any increase in our costs of supplying the goods no matter what the cause.

## PAYMENT TERMS

You are to pay us by bacs or cleared funds before delivery, unless you have an approved credit account with us.

If you have an approved credit account (subject to status) payment is due no later than 30 days from end of month in which the Goods were invoiced, unless otherwise agreed in writing.

If you fail to pay us on the due date we may suspend or cancel and future deliveries or orders. We may also cancel any discount or retrospective rebate offered to you.

We may add a charge of £25 each time a payment is returned or represented.

The Purchaser will also be liable to pay the Company interest on overdue payments calculated on the day-to-day balance at a rate of interest set out in the 'late payment of Commercial Debts (interest) Act 1998.

## INVOICE QUERIES

Any queries on invoices or proof of delivery requests must be made in writing within 5 days of receipt of invoice, it is not acceptable to have a query or request proof of delivery when payment becomes due.

## REMEDIES FOR ANY DEFECTS

If by reason of any defect in the Goods there shall be a breach of any implied condition or warranty applicable thereto, the Company shall at its option either repair or replace the goods or issue a credit note to the Purchaser, provided that:

The Company is notified in writing within 3 days of discovery of any such defects and in any event not later than 28 days after purchase.

The relevant goods are returned to the Company at the cost of the Purchaser.

Examination of such goods by the Company shall disclose to its satisfaction that the defect or failure to conform to specifications existed at the time of delivery or that a breach of an implied condition or warranty shall have occurred as aforesaid, and in particular that the Goods shall not have affected by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the Company, and the Purchaser shall pay to the Company the cost (as stated by the Company) of any examination of the Goods as a result of which the Company does not admit liability.

All implied conditions and warranties other than those arising under Section 12 of the Sale of Goods Act, 1893 (as amended) are hereby excluded in relation to any parts, components and accessories supplied by, but not manufactured by, the Company, but the Company will so far as possible pass to the Purchaser the benefit of any guarantee, condition or warranty given to the Company by the Manufacturer.

The Company's liability for any claim, whether in contract, tort (inc negligence) or otherwise, for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, re-sale replacement or use of any of the Goods shall in no case exceed the price paid by the Purchaser to the Company for the Goods which give rise to the claim, plus expenses of customs, taxes, freight and insurance. In no event shall the Company be liable for any loss of profits, or special or consequential damages suffered by the Purchaser, including interest charges. Nothing contained in this paragraph shall by implication create any liability or obligation on the part of the Company, or effect or diminish any disclaimer or liability elsewhere contained herein.

The Company makes no warranty, condition or representation that the Goods are fit for use on mail inserting machines or on printers or photocopiers

## DEFAULT BY PURCHASER

If the Purchaser

- fails to comply with any term of the contract (inc stipulations as to payment)
- Commits an act of bankruptcy, makes an arrangement or composition with creditors or suffers any distress or execution, or
- resolves or is ordered to be wound up or has a receiver appointed

Then in any such event, the Company shall the right (without prejudice to any other remedies) to cancel any uncompleted order and withhold or suspend delivery of further goods and to demand payment forthwith of all sums due by the Purchaser to the Company. In the event the Company exercises any rights it may have to stop goods in transit because of the Purchaser's financial condition, the Company may at its option resell such goods at public or private sale without notice to the Purchaser and without affecting the Company's rights to hold the Purchaser liable for any loss or damage caused by breach of contract by the Purchaser.

## INFRINGEMENT

The Purchaser shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of work done or the supply of goods in accordance with the Purchaser's specifications which involves the infringement of any letters patent, registered design, copyright, trademark or trade name or other rights of confidentiality of information or industrial, commercial or intellectual causes.

## FORCE MAJEURE

The Company shall not be under any liability of whatever kind for non-performance in whole or in part of its obligations under the contract due to causes beyond the control of the Company or beyond the control of the Company's suppliers including, but not limited to war (whether an actual declaration thereof is made or not), sabotage insurrection, riot or other act of civil disobedience, acts of the Purchaser or a third party, failure or delay in transportation, acts of any government or any agency or sub-division thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to the Company or the Company's suppliers or shortage of labour, fuel, raw materials or machinery or technical failure. In any such event, the Company may, without liability, cancel or vary the terms of contract including, but not limited to, extending the time for performing the contract for a period at least equal to the time lost by reason of such causes.

## ASSIGNMENT

The Purchasers shall not assign or transfer or purport to assign or transfer to any other person the contract or the benefit thereof or the benefit of any condition, warranty or guarantee or other term or condition (express or implied) forming part thereof or relating to the Goods.

## HEADINGS

The headings of these Terms and Conditions are for the convenience only and shall have no effect on the interpretation thereof.

## GOVERNING LAW

This contract shall be governed and construed in all respects in accordance with the laws of Great Britain.