



TERMS AND CONDITIONS EFFECTIVE FROM 3RD OCTOBER 2005

1 DEFINITIONS AND EFFECT OF CONDITIONS

- (a) The company means Vivid Laminating Technologies Ltd
- (b) These conditions shall apply to and be incorporated into every agreement between Vivid Laminating Technologies Ltd and any person, firm or company ("the customer") under which the Company supplies goods or services at the request of the customer.
- (c) These conditions shall supersede all earlier conditions of the company.
- (d) These conditions shall take precedence over any condition of the customer and shall not be varied without the written consent of a Director of the Company.

2 DELIVERY

- (a) Any delivery dates quoted whether verbally or otherwise are estimates only and in regard to any such date time shall not be of the essence.
- (b) Delivery of the goods to the customers address or any other place stipulated by him shall constitute delivery and the risk therein shall pass upon such delivery to the customer.
- (c) The company shall be entitled to make partial deliveries or deliveries by instalments and these conditions shall apply to each partial delivery.
- (d) Deviations in quantity of the goods delivered (representing not more than 10% by value) from that stated in the agreement shall not give the customer any right to reject the goods or to claim damages and the customer shall accept and pay at the contract rate for the quantity of goods actually delivered.

3 FRUSTRATION etc (Force Majeure)

If the company is prevented at any time from performing any contractual obligation, or if any loss, damage or injury or delay in delivery is occasioned by or due to any cause beyond the companies control including (but without prejudice to the generality of the foregoing expression) the commission of any criminal act, shortage of goods, act of war (whether declared or not) civil commotion, accident, strikes or lock outs, Act of God or any restriction imposed by local municipal or government authority (including Customs Authorities) whether British or foreign, the company shall be entitled forthwith to determine the contact and to be discharged from all liabilities whatsoever to the Customer and the company shall not be liable for any such loss or damage, injury or delay as aforesaid.

4 PRICE

- (a) Unless otherwise stated any prices quoted by the company are
 - (i) Exclusive of value added tax and any other taxes
 - (ii) Exclusive of carriage, packing and insurance
- (b) Prices quoted are those current at the time of quotation and the price payable by the Customer shall be that which is current at the time of delivery to the Customer.
- (c) Where agreed call offs are not adhered to by the Buyer, the company reserves the right to amend the price structure in accordance with the quantities delivered.

5 PAYMENT

- (a) The price is payable on demand but in any case must not be paid later than 30 days from the date of invoice.
- (b) The company reserve the right to suspend deliveries where payment is not received in accordance with paragraph (a) of this clause or in accordance with any alternative terms of payment agreed in writing.
- (c) Where payment is not made in accordance with the terms of paragraph 5(a) hereof the customer shall pay interest on any unpaid amounts calculated at 3% above National Westminster Bank Plc base rate for the time being in force calculated on a daily basis.
- (d) No cash or other discount is allowed unless agreed in writing.
- (e) If the company is able to deliver some items compromising the goods the subject of an agreement but unable to deliver all such items due to causes beyond its control (including but not limited to the examples referred to in Condition 3 hereof) the customer shall pay for such items as are delivered.

6 TELEPHONED ORDERS

The customer agrees to send to the company a written order in confirmation of any telephoned orders duly marked with any confirmation reference given by the company otherwise the company cannot accept liability for any duplication of delivery that may occur,

7 PROPERTY AND RISK

- 7.1 Risk in the equipment will pass to the Customer on delivery.
- 7.2 Until the purchase price on goods or works comprising part or all of the Equipment comprised in this or any other Contract between the Customer and the Company and all other sums whatsoever which are or may become in full as cleared funds:-

- (i) The property in the goods remains vested in the Company (notwithstanding the delivery of the same and the passing of risk therein)
- (ii) The customer shall store the goods in such a way that they can be readily identified as being the Company's property
- (iii) The customer shall on request inform the Company of the precise location of each item of the goods.
- (iv) The company may at any time revoke the Customers power of sale or right to use if the Customer fails to make any payment due to the Company on the due date.
- (v) The Customers power of sale or right to use the Equipment shall automatically cease in any of the circumstances set out in clause 7.4 of these Conditions.
- (vi) If the Customer fails to pay any sum due to the Company on the due date, Or the customers power of sale or right to use comes to an end then the Company shall be entitled by itself its servants or agents to enter upon any of the customers premises for the purpose of removing and repossessing such goods and the Company shall be entitled to claim from the Customer the costs and expenses incurred by the Company in and ancillary to the process of such removal and repossession.

7.3 Nothing in these conditions shall:

- (i) Entitle the customer to return our goods or to delay payment therefore, or,
- (ii) Render the Company liable to any third party for any unauthorised representation or warranty made or given by the Customer to such third party in relation to the goods.
- (iii) Prevent the company from maintaining an action for the price notwithstanding that the property in the goods may not have passed to the customer.

7.4 This clause applies if

- (i) The customer 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 purpose of amalgamation or reconstruction) or,
- (ii) An encumbrancer takes possession of or any class of Receiver is appointed over any of the property or assets of the customer or
- (iii) The Customer ceases or threatens to cease to carry on business or,
- (iv) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer. If this clause applies then without prejudice to any other right or remedy available the Company shall be entitled to cancel the contract or suspend any further deliveries under the Contract without any liability to the Customer and if the goods have been delivered but not paid for the price shall immediately become due and payable notwithstanding any previous agreement or arrangement to the contrary.

8 DRAWINGS etc

All drawings, descriptive weights, dimensions and the descriptions and illustrations contained in the sales literature and price lists are approximate only and shall not form part of this Agreement. In addition, drawings, technical documents issued either before or after the conclusion of this Agreement for the use or information of the customer including specifications shall not be copied, reproduced or communicated to any third party without Vivid Laminating Technologies prior consent.

9 LOSS & DAMAGE IN TRANSIT

The Company will refund the cost of, or at its discretion replace free of charge, any of the goods proved to the company's satisfaction to have been lost or damaged in transit up to the moment of delivery provided that within 3 days after receipt of goods in the case of damage, or within 10 days of receipt of invoice in the case of loss, the Customer notifies the company in writing of the occurrence of the damage or loss and its nature or extent.

10 LIABILITY

- (a) The Company shall not be liable under the Guarantee if payment has not been paid by the due date, not be under any liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's or manufacturers instructions, misuse or alteration or unauthorised repair of the Equipment.
- (b) Where any valid claim in respect of any of the Equipment which is based on any defect in the quality or condition of the Equipment 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 Company's sole discretion, refund to the customer the price of the equipment (or a proportionate part of the price) but the Company shall have no further liability to the Customer.
- (c) Except in respect of death or personal injury caused by the Company's negligence the Company shall not in any event be liable to the customer 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 or otherwise, for any consequential compensation whatsoever (and whether caused by the negligence of the Company, its the equipment or its use or resale by the Customer, except as expressly provided in these Conditions.

11 FORCE MAJEURE

The company shall be relieved from all liability under this contract if and to the extent that it shall be unable to carry out all or any of its obligations hereunder owing to wars, strikes, lockouts, governmental controls or restrictions, none availability of any Equipment or without prejudice to the generality of the foregoing any reason beyond the Company's control.

12 STORAGE AND DELAYED DELIVERY

If the Company is requested to hold equipment, goods after the date of delivery the price will become due at the end of the month following the month in which the Equipment was available for despatch and the Company reserves the right to make an additional charge of storage, and other costs incurred by the Company.

13 PACKAGE DAMAGE AND LOSS IN TRANSIT

Claims for items lost or damaged in transit must be received in writing by the carrier and the Company within three days after delivery, failing which they may be rejected if the Company is thereby prejudiced.

14 RETURNED GOODS & CANCELLATION

No cancellation, suspension or variation of the Contract shall be valid unless agreed by the Company in writing and such agreement will only be given on terms which compensate the Company in respect of any losses arising as a result of such cancellation. No agreement will be given where goods have been specially produced to the customer's requirements.

15 NOTICES

Any notice purported to be given under the Contract to the Customer shall be deemed to have been duly served and have been received by the Customer in due course of post, if sent by the Company by pre-paid letter post addressed to the Customer at the Customer's last known address.

16 SUB-CONTRACTING

The company reserves the right to sub-contract any part of any work or supply of any goods or services.

17 CONSTRUCTION AND USE

The benefit of this agreement may be assigned in whole or part by the company without the prior written consent of the Customer. The Customer shall not assign or transfer or purport to assign or transfer the agreement or the benefit thereof to any other person.

18 HEADINGS

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

19 TERMINATION

The company shall be entitled by notice in writing summarily to determine any agreement without prejudice to any claim or right the company may otherwise make or exercise where

- (a) The customer is in breach of any term, condition or provision of this agreement or required by law.
- (b) The customer shall go into liquidation (except for the purpose of reconstruction) or if any petition or resolution to wind up the customer shall be presented or if a receiver is appointed of the customers undertaking property or assets or if a distress shall be levied upon any of the customers property or if the customer shall commit any act of bankruptcy.

20 JURISDICTION

The agreement shall be governed by and construed in accordance with English law and the courts of England shall have jurisdiction to hear all disputes arising in connection with the agreement.