

TERMS AND CONDITIONS

Terms and Conditions



General

1a. These Conditions of Trading ("Conditions") shall be incorporated into all contracts for the supply of goods (a "Contract") made between Admor Limited (the "Company") and any person or persons contracting with the Company and named as the Customer in the Company's standard notification of acceptance of an order (the "Customer").

Any other terms or conditions whether put forward by or on behalf of the Customer in or on its order or otherwise shall be excluded by these Conditions.

1b. The headings in these Conditions do not affect or limit their meaning or construction.

1c. No variation of these conditions shall be valid unless previously agreed in writing by the Company.

1d. All descriptions, illustrations, designs or indications of performance given in any catalogue, price list or advertising matter or other document are intended to give the Customer a general idea of goods to be supplied and are not intended to be, and are not, of any contractual effect and do not make any Contract a sale by description. Notwithstanding that a sample of goods may have been exhibited to and inspected by the Customer it is hereby declared that this shall not constitute a sale by sample under any Contract.

1e. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

Basis of Contract

2. The placing by the Customer of any order shall constitute an offer by the Customer. No contract shall come into existence unless the Company accepts the Customer's order in writing.

Cancellation

3. Following acceptance by the Company of the Customer's order, no cancellation and/or suspension may be made by the Customer other than by written consent of the Company and upon the terms that the Company shall indemnify the Company in full against all loss, damages, costs, expenses and other liabilities awarded against or incurred by the Company as a result of or in connection with the cancellation.

Sub-contractors

4. The Customer authorises the Company to arrange for a sub-contractor for the provision of any or all services. Any such arrangement is deemed to be ratified by the Customer upon delivery of any item or by requesting the provision of services.

Price Variation

5. Estimates are based on the Company's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

Tax

6. Except in the case of a Customer who is not contracting in the course of a business nor holding himself out as doing so, the Company reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

Preliminary work

7. All work carried out, whether experimentally or otherwise, at customer's request shall be charged.

Copy

8. A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

Proofs

9. Where proofs of work are supplied to the Customer for approval, the Company shall incur no liability for any errors which are not detected and clearly marked by the Customer for correction on those proofs, in cases where matters including style, type, or layout are left by the Customer to the discretion of the Company, any subsequent change in specification including authors amendments made by the Customer will be charged.

Furniture Supply

10a. The delivery of furniture is subject to availability. Furniture will normally be available within 21 days after order confirmation.

10b. Should the Customer elect to cancel his order after the furniture has been delivered, he will be responsible for returning the goods to the Company. The Customer must arrange de-installation and collection of furniture by the Company and in the meantime take reasonable care to ensure the furniture is not damaged.

10c. For the purposes of Section 6(8) of the Health and Safety at Work Etc. Act 1974, the Customer undertakes to comply with all instructions relating to the Goods received from the Company from time to time and to take such other steps sufficient to ensure, so far as reasonably practicable, that the Goods will at all times be safe and without risk to health when being properly used, set, cleaned and maintained by a person at work.

10d. The Company shall make good at its own option by reimbursement of the whole or part of the price or by repair or by replacement of the defective panel or parts as appropriate

- subject to provision 1d any failure by the Furniture to correspond with their specification at the time of delivery
- any defect developing under normal use in the Goods and due solely to faulty design, materials and/or workmanship.

10e. The Company shall be under no liability in respect of any defect arising from fair wear and tear, or other acts of the Customer including without limitation willful damage, negligence, lack of proper maintenance or servicing, abnormal working conditions, failure to follow the Company's instructions, misuse or alteration or repair of the furniture without the Company's approval.

10f. Any goods alleged to be defective are promptly made available to the Company for inspection and, if so required by the Company, are promptly returned at the Customer's risk and expense to the Company's works for inspection.

Installation of furniture

11a. Where Services are performed at the premises of the Customer, the Customer shall provide free of charge:

- Proper and safe storage and protection of all Goods, tools, plant, equipment and materials on site;
- Free and safe access to the site and place where the Services are to be performed;
- All facilities and services necessary to enable such Services to be performed safely and expeditiously;
- If such Services include the installation of Goods, all builders work, foundations and cutting away and making good where necessary;
- The availability of all plant and equipment to permit the Goods to be tested upon completion of Services.

11b. The Customer shall pay the Company any expenses incurred by the Company by reason of a breach by the Customer of any of his obligations in this Condition without prejudice to the Company's right to recover any loss thereby occasioned.

11c. Goods and Services supplied on the site of the Customer are at all times at the sole risk of the Company and if any part is lost or destroyed for any reason whatsoever the Company shall be entitled to charge as a variation to the Contract for the restoration of such Goods and/or Services. The Customer shall for the benefit of himself and The Company insure and keep insured with reputable insurers the full value of Goods and Services against every kind of loss, damage or destruction. The Customer shall produce the policy to the Company upon request together with the latest premium receipts and in default of effecting the same The Company shall be entitled to do so and add the cost of such insurance to the Contract price.

Payment Terms

12a. Normal payment terms are net cash 21 days from date of delivery resp. invoice and time shall be of the essence in this respect, but the Company reserves the right to modify these terms or impose C.O.D. terms.

12b. No discounts or other terms of payment will apply unless confirmed in writing by the Company.

12c. If payment is not received in full when due, the Company reserves the right to charge the Customer interest on the unpaid amount at a rate of two per cent (2%) per month or at such other rate as the Company may specify.

12d. All sums due to the Company shall be made in full without any set-off, restriction or condition and without any deduction for, or on account of any counter claims.

Delivery

13a. Every endeavour will be made by the Company to adhere to delivery dates quoted but such dates are estimates only and are not guaranteed, neither shall they under any circumstances be deemed to be a term or condition of any Contract between the Customer and the Company. The Company shall accept no liability of whatsoever nature for failure to meet such dates and such failure shall not entitle the Customer to repudiate or cancel such Contract unless an express guarantee to effect delivery by a specified date has been given in writing by a director of the Company.

13b. The Company reserves the right to suspend delivery in respect of any orders.

13c. The Company reserves the right to deliver all or any of the Goods and/or Services in advance of the estimated date.

13d. The Goods shall be delivered to the address shown on the relevant order unless otherwise stated by the Company in the Order acknowledgement. If the Company is unable to tender delivery of the Goods at the address shown at the order, the Customer will be notified of an alternative date or place to collect the Goods.

Damage on Delivery and Non-delivery

14a. Goods shall be deemed to have been delivered complete, undamaged, in good condition and to the Customer's satisfaction unless the Company receives written notice to the contact within (5) working days (10 working days in respect of overseas sales) from the date of delivery. The Company's liability for partial loss or damage or non-delivery of goods shall not exceed the amount of the contract price of such goods.

14b. If the Customer fails to refuse to take delivery of the goods he shall be liable to the Company for any loss, whether consequential or otherwise, occasioned by such refusal and/or any charge, cost or expense thereby incurred by the Company (including cartage and storage costs) and the Company reserves the right to impose a reasonable charge for the care and custody of goods.

Claims

15. Notice of damage, delay or partial or total loss of goods in transit or of non-delivery must be given in writing to the Company and the carrier within three clear days of delivery (or in the case of non-delivery within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Company and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the company within 28 days of delivery. The Company shall not be liable in respect of any claims unless the aforementioned requirements have been complied with except in any particular case where the Customer proves that it was not possible to comply with the requirements and (ii) notice (where required) was given and the claim made as soon as reasonably possible.

Limitation of the Company's Liability

16a. Except as otherwise expressly mentioned in these Conditions, the Company shall have no liability of any kind to the Customer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Customer, whether in contract or negligence or otherwise howsoever, other than to the death or personal injury to the extent that it is caused by the negligence of the Company, its employees or agents.

16b. No forbearance or indulgence by the Company whether in respect of these conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Customer or be taken as a waiver of any of these Conditions.

16c. In no event shall the liability exceed the fees receivable in respect of a Contract in the year in which the liability arises or the price of the defective Goods giving rise to the loss or damage suffered by the customer.

16d. Nothing in these Conditions shall operate so as:

- to affect the statutory rights of the Customer where Goods are sold or Services supplied to a Customer dealing as a consumer within the meaning of Unfair Contract Terms Act; or
- to exclude the application of Section 12 of the Sale of Goods Act 1979; or
- to exclude liability for fraudulent misrepresentation.

Standing material

17a. Metal, magnetic and optical media, film, bromide and other materials owned by the Company and used by him in the production of type, plates, dies, film-output, negatives, positives and the like shall remain the exclusive property of the Company. Such items when supplied by the Customer shall remain the customer's property.

17b. Type may be distributed and lithographic, film and plates, magnetic, and optical media or other work effaced immediately after the order is executed unless written arrangements are made to the contrary, in the latter event, rent may be charged.

Storage of Goods and Items

18a. Agreements concerning the storage of goods and items shall continue (subject to earlier termination in accordance with the terms of the Contract with these Conditions) for the initial Term referred to in the agreement and thereafter shall continue unless and until terminated by either party upon not less than three months' written notice to the other.

18b. The Company may at any time, without notifying the customer, make any changes to the storage services, which are necessary to comply with any applicable or other statutory requirements, or which do not materially affect the nature or quality of the services.

18c. Subject to any special terms agreed in writing between the Customer and the Company, the Company shall be entitled to invoice the Customer in respect of storage monthly in advance.

18d. The Company reviews the charges for storage services annually and shall be entitled to revise the charges by giving the Customer at least 30 days prior written notice of the revised charges. On expiration of said notice period and, save as otherwise agreed between the Company and the Customer, the revised rate of charges shall apply and be payable by the Customer for the services.

Stored Items

19a. The Customer warrants that:

- the items are not dangerous to and will not contaminate persons or property and the Company shall not need to take any unusual safety precautions in handling and storing them, which the Company has not in its absolute discretion accepted in writing after full written disclosure by the Customer and that their handling will not breach any environmental or any other laws or regulations and that the items will not contain any illegal or immoral, obscene or offensive material;
- the boxes and/or items do not contain any computer disk or any other electronic record;
- all permits, consents and licences necessary to enable the Company to comply with its obligations have been obtained at the Customer's expense and the Client has complied with all legal requirements.

19b. The Customer agrees to indemnify and hold the Company indemnified in respect of any loss, damage or expense it shall suffer or incur, directly or indirectly from the Customer being in breach of any or all of the warranties.

19c. The Company may within seven days of receipt of any box or item return the same or any part thereof to the Customer if the Company in its discretion should decide that the box or item is unsuitable for storage by it and the Company shall be under no further liability to the Customer in respect of the box or item so returned.

19d. The Company will only accept items packed in boxes of a type, size and style approved by the Company as suitable for storage of the specific items. If the Customer does not have boxes suitable for use as determined by the Company, the Company will at the Customer's request, supply sufficient boxes to the Customer and will invoice the Customer for the boxes supplied.

Data Protection concerning stored items

20a. The parties acknowledge that the Company may have access to Personal Data (as defined in the Data Protection Act 1998) in the provision of services.

20b. The Customer appoints the Company to process the Personal Data on the Customer's behalf.

20c. The Customer warrants that the Personal Data is not sensitive personal data (as defined in the Data Protection Act 1998) and that it has all necessary consents and authorisation for the Company to process the Personal Data in the manner and for the purposes in accordance with the terms of the particular agreement.

20d. The Customer warrants that he is duly registered under the Data Protection Act, 1998 in respect of the data information within the items and/or boxes.

20e. Except as required for the performance of its obligations under this agreement, the Company shall not retain any copy, abstract, précis or summary of any of the Personal Data.

Liability concerning storage of items

20a. The Customer acknowledges that the Company cannot reasonably accurately assess the value to the Customer of the items and that it cannot replace the items if they are lost or destroyed. The Customer cannot reasonably obtain insurance for such eventualities and, accordingly, the Customer advises the Customer to effect and obtain adequate insurance cover in respect of the loss of or damage to the items. The Customer agrees to indemnify the Company for any loss or damage it may incur due to the Customer's failure to do so.

20b. While some part of the services may include the carriage of goods, the Company does not hold itself out to be, and is not, a common carrier and accepts no liability as such. The Customer acknowledges that the Company shall have no liability for damage to or loss of the items whilst they are being delivered or collected by the Company.

20c. The Company shall not have any liability for any loss or damage to an item and/or box whilst said items or boxes are not in possession, custody or control of the Company.

Customer's property

21a. Except in the case of a Customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to the Company by or on behalf of the Customer shall, while it is in the possession of the company or in

transit to or from the customer, be deemed to be at customer's risk unless otherwise agreed and the Customer should insure accordingly.

21b. The Company shall be entitled to make a reasonable charge for the storage of any customer's property left with the Company beyond receipt of the order or after notification to the Customer of completion of the work.

Material supplied by the Customer

22a. The Company may reject any paper, magnetic media, film, plates or other materials supplied or specified by the Customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Customer in ascertaining the unsuitability of the materials then that amount shall not be charged to the Customer.

22b. Where materials are so supplied or specified, the company will take every care to secure the best, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

22c. Quantities of materials supplied shall be adequate to cover normal spoilage.

Insolvency

23a. If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay his debts or has a winding up petition against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the company without prejudice to other remedies shall:

- have the right to, at its discretion, proceed further with the contract or any other work for the Customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to or alternatively suspend its services; and
- in the event of unpaid debts due from the Customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as the Company thinks fit and to apply the proceeds towards such debts.

23b. In the event of suspension of performance the Company shall be entitled, as a condition of resuming performance, to require pre-payment or such security as it may require.

Illegal matter

24a. The Company shall not be required to print any matter, which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

24b. The Company shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Force majeure

25. The Company shall not be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may by written notice to the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Title

26a. The risk in the goods passes to the Customer upon delivery.

26b. Until full payment has been received by the company for all amounts due to the Company from the Customer under this or any other contract, Property in the goods shall remain in the Company.

26c. Until payment (under sub-clause b herein) the Customer is required to store the goods in such a way that they are clearly the property of the Company. The Customer shall not make any modification to the Goods on their packaging or alter, remove or tamper with any marks, numbers or other means of identification used on or in relation to the Goods.

26d. During such time, the Company shall be entitled to revoke the Customer's power to deal with the Goods.

26e. The above provisions shall not be prejudiced by work upon the goods by the Company or merger of the goods with other goods or materials insofar as the goods remain reasonably identifiable and retrievable.

26f. If during such time as title has not passed in the goods the goods are worked upon or merged with other goods or materials so that they are no longer reasonably identifiable and retrievable the property in the resultant product shall be and remain with the Company until payment.

26g. The Customer must insure the goods in whatever form against all risks while they are held at the customer's risk.

26h. In the event of loss and/or damage to the goods or any other event reducing their immediate value which has been insured against under sub-clause f while at the customer's risk the Customer must promptly secure payment under the policy or policies relating to the goods and must account to the company for the same or, if the Customer so desires, assign to the company the benefit of such policy in respect of the goods.

26i. Until payment the Customer shall keep the goods for the Company in its capacity as fiduciary owner.

26j. If payment becomes overdue in whole or in part the Company may recover or resell the goods and may enter the customer's premises for this purpose.

26k. Notwithstanding that title to the goods has not passed to the Customer the Customer may sell or resell the product as agent for the company and in the normal course of the customer's business provided always that if the Customer receives payment upon such sale in whole or in part the Customer shall account to the company for such payment to the extent of indebtedness under sub-clause b.

26l. If under sub-clause (i) the Customer receives monies and these are held by the Customer pending payment to the company these monies shall be held in a separate account.

26m. If under sub-clause (j) the Customer sells but does not receive full payment the Customer shall in the event of payment to the company or becoming overdue assign to the Company the claim or claims he has in respect of outstanding payment.

26n. In the event of sale under sub-clause (k) the Customer must notify the Company of the material particulars of the sale promptly and in any event within five days of the relevant agreement to sell.

Personal Contracts

27. Contracts that are concluded under these Conditions are personal to the Customer. The Customer shall not assign, transfer or change its rights and responsibilities under such a contract, nor appoint any sub-contractor or agent without prior written consent of the Company.

Data Protection

28. The Company will take all reasonable precautions to keep the details of the customers order and payment secure, but the company shall have no liability for unauthorised access to information unless caused by the negligence of the Company, its employees or agents.

Notices

29. All notices under this contract shall be in writing and may be served by post or facsimile transmission. These notices shall be addressed to the other party at the address given in the order or at such other address as a party shall from time by notice in writing give to the other party for the purpose of service of notices under these Conditions. Every such notice shall be deemed to have been served by post at the expiration of 2 days after despatch of the same or if sent by facsimile transmission at ten hours local time on the next normal Business Day of the recipient following despatch. In proving service, it shall be sufficient to show in the case of a letter that the same was duly addressed, prepaid and posted in the manner provided and in the case of a facsimile transmission a transmission report that it was transmitted to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal Business Day of the recipient.

Legal requirements

30. It shall be the responsibility of the Customer to ensure that all requirements applicable to the Contract, whether statutory, regulatory, municipal and/or otherwise howsoever, are duly complied with. It shall be a condition precedent to the performance by the Company of its obligations under the Contract that all necessary licences, permits and consents shall have been obtained by the Customer.

Validity of provisions

31. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.

Law

32. These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.