

# PLATINUM PRINT LIMITED

## Standard Terms and Conditions of the Sale of Goods

### 1. Interpretation

#### 1.1 In these Conditions:

“Buyer” means the person who accepts a quotation of the Seller for the sale of goods or whose order is accepted by the Seller

“Conditions” means the standard terms and Conditions of sale set out in this document and (unless the context otherwise requires) includes and special terms and Conditions agreed in writing between the Buyer and Seller

“Contract” means the contract for the purchase and sale of the goods

“Goods” means the goods (including any installment of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions

“Seller” means Platinum Print Limited, or if different the party named as the seller overleaf

“Writing” includes email and comparable means of communication

#### 1.2 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

#### 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation

### 2. Basis of the Sale

#### 2.1 The seller shall sell and the Buyer shall purchase the Goods in accordance with any written or oral quotation of the Seller (or by its authorised representative) which is accepted by the buyer whether orally or in writing or any written order of the Buyer which is accepted by the Seller subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and Conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.

#### 2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.

#### 2.3 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing in entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

#### 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application, suitability or fitness for purpose for use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer’s own risk, and accordingly the Seller shall not be liable for any such advice or recommendations which is not so confirmed.

#### 2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 3. Order and Specifications

#### 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller’s authorised representative.

#### 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

#### 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller’s quotation if any (if accepted by the Buyer).

#### 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer whether in writing or otherwise the Buyer shall indemnify the Seller against all loss damages costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent copyright design trade mark or other industrial or intellectual property rights of any other person which results from the Seller’s use of the Buyer’s specification.

#### 3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied to the Seller’s specification which do not materially affect their quality or performance.

- 3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damage charges and expenses incurred by the Seller as a result of cancellation.
- 3.7 Where the Seller gives a quotation based upon information supplied by the Buyer the Buyer is responsible for its accuracy and any increased costs of supply resulting in any inaccuracy are the Buyer's responsibility.
- 3.8 Due to the nature of the production process the seller reserves the right to over/under produce a quantity of 5% of the ordered quantity. This may rise to 10% where multiple production processes are required.
- 3.9 The seller cannot be held responsible for any errors or omissions whatsoever in the artwork or production process whether supplied by the buyer or produced by the seller.
- 3.10 Any postage/delivery costs incurred in the production or any special mail is the responsibility of the buyer, the seller cannot be held responsible for any postage/delivery costs due to incomplete or incorrect letters-packs or non delivery whatsoever.
- 3.11 Any mailings undertaken by the seller must be GDPR compliant and warranted by the buyer.

#### **4. Price of the Goods**

- 4.1 The price of the Goods shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price calculated by the seller from his normal price list All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as without limitation any foreign exchange fluctuation currency regulation alteration of duties significant increases in the costs of labour materials or other costs of manufacture) any change in delivery dates quantities or specifications of the Goods which is requested by the Buyer or any delay caused by any instruction of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise expressly agreed all prices are given by the Seller exclusive of delivery to the Buyer's premises.
- 4.4 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.
- 4.5 The costs of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

#### **5. Terms of Payment**

- 5.1 Subject to any special terms agreed in writing between the Buyer and the Seller the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection (or as the case may be) the Seller has tendered delivery of the Goods.
- 5.2 Subject to clause 5.3 below the Buyer shall pay the price of the Goods within no more than 30 days of the date of the Sellers invoice notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be the essence of the Contract. Receipts for payment will only be issued on Request.
- 5.3 The Seller reserves the right to stipulate that immediate payment in full be made by the Buyer before collection or delivery of the Goods.
- 5.4 If the buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to
  - 5.4.1 cancel the Contract or suspend further deliveries to the Buyer.
  - 5.4.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any Contract between the Buyer and Seller) as the Seller think fit (not withstanding anypurported appropriation by the Buyer) and
  - 5.4.3 charge the Buyer interest (both before any after any judgement) on the amount unpaid at the rate of four per cent per annum above Barclays Bank plc base rate from time to time until payment infull is made (a part of a month being treated as a full month for the purpose of calculating interest).

## **6. Delivery**

- 6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or if some other place for delivery is agreed by the Seller by the Seller delivering the Goods to that place.
- 6.2 Any dates quoted for delivery of the Goods are approximately only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed in writing by the Seller. The Goods may be delivered to the Buyer in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 Where the Goods are to be delivered by the Seller whether to the premises of the Buyer or otherwise the Seller expressly reserves the right to charge the reasonable costs of such delivery.
- 6.4 Where the Goods are to be delivered in installments each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole repudiated.
- 6.5 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault and the Seller is accordingly liable to the Buyer the Seller's liability shall be limited to the excess (if any) of the costs to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.
- 6.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) than without prejudice to any other right or remedy available to the Seller the Seller may
  - 6.6.1 Store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or
  - 6.6.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

## **7. Risk and Property**

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer.
  - 7.1.1 In the case of Goods to be delivered at the Seller premises at the time when the Seller notifies the Buyer that the Goods are available for collection or
  - 7.1.2 In the case of the Goods to be delivered otherwise than at the Sellers premises at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until such time as the property and the Goods passes to the Buyer the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Seller's property until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured.
- 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods .
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

## **8. Warranties and Liabilities**

- 8.1 Subject to the Conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 6 months from the date of their initial use or 6 months from delivery whichever is the first to expire.

- 8.2 The above warranty is given by the Seller subject to the following conditions.
- 8.2.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Buyer.
- 8.2.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow the Sellers instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Seller's approval.
- 8.2.3 The Seller shall be under no liability under the above warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- 8.2.4 The above warranty does not extend to parts materials or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 8.3 The Seller accepts liability for:
- 8.3.1 Personal injury or death caused by the negligence of the Seller or its employees (acting within the course of their employment or duties and the scope of their authority):
- 8.3.2 Direct damage to tangible property caused solely by the negligence of the Seller or its employees (acting within the course of their employment or duties and the scope of their authority) provided that the total liability of the Seller under this sub clause (ii) shall be limited to £1 million for any one event or series of connected events.
- 8.4 Other than for matters stated in clause 8.3 the aggregate liability of the Seller whether for negligence, breach of contract, misrepresentation or otherwise shall not in any event exceed the total price for the Goods sold which gives rise to the claim or in relation to which the claim is made. The Seller will not in any circumstance have any liability for loss of profits, loss of production or business or any indirect or consequential losses howsoever arising or incurred.
- 8.5 Any claim of the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure if delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as of the Goods had been delivered in accordance with the Contract.
- 8.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specifications is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods (or in proportionate part of the price) but the Seller shall have not further liability to the Buyer.
- 8.7 Except in respect of death or personal injury caused by the Sellers negligence the Seller shall not be liable to the Buyer 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 for any consequential loss or damage (whether for loss or profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these Conditions.
- 8.8 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control.
- 8.8.1 Act of God explosion flood tempest fire or accident
- 8.8.2 War or threat of war sabotage insurrection civil disturbance or requisition
- 8.8.3 Acts restrictions regulations by-laws prohibition of measures of any kind on the part of any governmental parliamentary or local authority
- 8.8.4 Import or export regulations or embargoes
- 8.8.5 Strikes lockout or other industrial actions or trade disputes (whether involving employees or the Seller or a third party)
- 8.8.6 Difficulties in obtaining raw materials labour fuel parts or machinery
- 8.8.7 Power failure or breakdown in machinery

## **9. Insolvency of Buyer**

- 9.1 This clause applies if
- 9.1.1 The Buyer makes any involuntary arrangement with its creditors or become 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
  - 9.1.2 An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer or
  - 9.1.3 The Buyer ceases or threatens to cease to carry on business or
  - 9.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 9.2 If this clause applies then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the prices shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **10. General**

- 10.1 The Seller is Platinum Print Limited. The Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through Platinum Print Limited provided that no act or omission of any other such member shall be deemed to be an act or omission of the Seller.
- 10.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address may be at the relevant time have been notified pursuant to this provision giving the notice.
- 10.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any provisions.
- 10.4 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 provision in question shall not be affected thereby.
- 10.5 Any dispute arising under or in connection with these Conditions or the sale of Goods shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

## **11. Data Protection**

- 11.1 The parties agree that the Supplier is a data processor for the purposes of the Data Protection Act 2018 (the Act) and the European Union General Data Protection Regulation 2016 (EU GDPR). The Supplier warrants to the Customer that it has in place appropriate technical and organisational measures against accidental or unlawful destruction or loss or alteration to any personal data or any unauthorised disclosure of any personal data.
- 11.2 The Customer consents to the processing by or on its behalf of personal data supplied by the Customer and/or held by the Supplier for the purposes of processing any Contract and warrants that it has obtained the necessary consents from all individual data subjects for the processing of personal data in accordance with the Contract. The Customer's statutory rights under the Act shall remain unaffected.
- 11.3 The Customer agrees that it shall and shall procure that its employees, agents and sub-contractors shall, at all times, comply with the provisions of the Act and warrants to the Supplier that all data provided to the Supplier is properly and lawfully held and provided (including without limitation in accordance with the Act). The Customer indemnifies the Supplier against all actions, claims, proceedings, losses, damages, demands, liabilities, costs (including legal and other professional costs) and expenses arising out of or in connection with any breach of this clause and/or the Act.
- 11.4 Where the Supplier supplies a list of names and addresses or agrees to return addressed material to the Customer, the same are supplied for the sole use of the Customer and on the basis that the list and compilation of addressed material is confidential to the Supplier, that such confidence will be maintained by the Customer, that such materials will be used by the Customer for the purpose of making a single mailing in respect of the specific Contract only and no such materials or any information extracted therefrom shall be used by the Customer for any other purposes nor copied, recorded, passed or resold to any third party, nor without the Supplier's written consent may any such material be entrusted to any agent or sub-contractor or passed or resold to any third party for filing or posting. Lists of names and addresses are compiled from many sources and whilst every effort is made to ensure accuracy, no guarantee is given that such lists are complete, accurate or updated.