



# PrintApply

## Terms & Conditions

### 1. GENERAL

A contract ("Contract") will only come into being upon acceptance by PRINTAPLY of the customer's order and the following conditions, and where applicable the terms and conditions of a hire and the maintenance agreement terms and conditions shall be deemed to be incorporated therein. Should there be any conflict between these conditions of sale and supply and the other terms and conditions referred to then these conditions of sale and supply shall prevail. This Agreement supersedes all previous agreements and understandings between PRINTAPLY and the Customer in respect thereto and may not be modified in any way except by an instrument in writing signed by the duly authorised representatives of PRINTAPLY and the Customer. All terms and conditions appearing to or referred to in the Customer's order or otherwise stipulated by the Customer are not accepted and shall have no effect. By its acceptance, whether expressed or implied, of these terms and conditions the Customer acknowledges that in entering into this Agreement he does not do so on the basis of and does not rely on any representation, warranty, statement, agreement or undertaking of any nature whatsoever other than as expressly provided herein and to the extent that the Customer has been the Customer unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

### 2. PRICES

Where goods are sold by reference to PRINTAPLY's published price list the price payable for the goods shall be the ruling price as published in the price list current at the date of acceptance of the order for the goods, otherwise prices shall be charged on the basis of PRINTAPLY's quotation to the customer.

### 3. WARRANTY

Where machines are returned under warranty, they will be repaired or replaced in accordance with the manufacturer's conditions. PRINTAPLY shall exercise its sole discretion in deciding whether to repair or replace the item returned under Warranty. Warranty DOES NOT INCLUDE routine service work or repairs necessitated by misuse. For Cellcoat equipment see separate global warranty policy

### 4. DELIVERY CHARGES UK

Delivery charges will apply as displayed in our current brochure. The goods shall be at the customer's risk as from delivery.

### 5. RETURNED GOODS

All goods are non-returnable, except for defects in manufacturing. All claims must be made within seven days of receipt of goods. No returns will be accepted without prior authorisation.

### 6. PAYMENT TERMS

Invoices in respect of goods supplied are payable on presentation except for Customers with approved credit facilities, where payment should be received by the 28th day of the month following the month of invoice. All payments shall be made without deduction or set off. PRINTAPLY reserves the right in accordance with the provisions of the late payment of Commercial Debts (Interest) Act 1998 to charge interest on overdue accounts at the rate of 8% above the base rate of the Bank of England.

### 7. LIABILITY

7.1 Except in respect of death or personal injury caused by Printaply's negligence, Printaply shall

not be liable to the customer by reason of any breach of any implied warranty, condition or other term, or any duty of common law, or under the expressed terms of this Agreement, for any direct or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Printaply, its employees or agents otherwise) which arise out of or in connection with performance under this Agreement except as expressly provided for herein. 7.2 Printaply shall not be liable for any loss or damage whatever due to failure by Printaply to deliver the goods or services (or any of them) promptly or at all. Notwithstanding that Printaply may have delayed or failed to deliver the goods or services (or any of them) promptly the customer shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within 10 days of the date agreed for delivery. 7.3 In any liability that Printaply may have to the customer shall be subject to a maximum sum of the sums payable by the customer to Printaply only in relation to this sale and supply agreement

### 8. RETENTION OF TITLE

8.1 Notwithstanding that the risk in the goods shall pass to the Customer on delivery, title of goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain with PRINTAPLY until payment in full has been received by PRINTAPLY.

8.1.1 for those goods

8.1.2 for any other goods supplied by PRINTAPLY;

8.1.3 of any other monies due from the customer to PRINTAPLY on any account

8.2 Until title to the goods passes to the Customer under clause 8.1 the Customer shall keep the goods separately and readily identifiable as the property at PRINTAPLY.

8.3 Any resale by the Customer of goods in which title has not passed to the Customer shall (as between PRINTAPLY and the Customer only) be made by the Customer as agent for PRINTAPLY.

8.4 Goods shall be deemed sold or used in the order delivered to the customer.

8.5 At any time before title to the goods passes to the Customer (whether or not any payment to PRINTAPLY is then overdue or the Customer

is otherwise in breach of any obligations to PRINTAPLY), PRINTAPLY may (without prejudice to any other of its rights);

8.5.1 retake possession of all or any part of the goods and enter any premises for that purpose (or authorise others to do so) which the Customer hereby authorises;

8.5.2 require the Customer to deliver up to Printaply of all or any part of the goods.

8.6 PRINTAPLY may at any time appropriate sums received from the Customer as it thinks fit notwithstanding any purported appropriation by the Customer.

8.7 Each clause and sub-clause of this clause 8 is separate, severable and distinct and, accordingly in the event of any of them being for any reason whatever unenforceable according to its terms the other shall remain in full force and effect

### 9. SERVICES REPAIRS AND PRINT FINISHING

Where the Customer's order comprises the supply of services repairs or print finishing the following conditions 10 to 13 shall apply together with such of the foregoing conditions as are capable of applying to such an order.

### 10. LIABILITY

Every reasonable effort will be made to complete the service repair or print finishing in a reasonable time but the company shall be under no liability to the Customer whatever nature including without limitation loss of profit occasioned by any delay in performance of the service repair or print finishing arising out of any cause whatsoever.

### 11. COLLECTION

The Customer will collect the goods from the Company's premises within seven days of notification that the goods are ready for collection failing which a daily storage charge may be levied.

### 12. PAYMENT

The Customer shall pay for the service repair or print finishing on collection of the goods unless a credit account with the Company has been approved, in which case the credit terms in clause 6 above shall apply. Payment shall be in a form acceptable to the Company. Whilst in its possession the Company shall have a lien over the goods as a security for its charges.

### 13. PARTS

Each part supplied as part of the service or repair carried out will remain the legal and beneficial property of the Company until full payment of all amounts owing to the Company by the Customer on any account has been made and condition 4 shall apply to such parts.

### 14. VAT

All prices are subject to VAT which will be charged at the rate ruling at the date of sale.

### 15. FORBEARANCE

Any forbearance, indulgence or relaxation on the part of PRINTAPLY shown or granted to the Customer on any particular occasion in respect of any of the provisions of the Contract shall apply on that occasion only and shall not otherwise affect, diminish, restrict or prejudice the rights or powers of PRINTAPLY under the Contract or operate as or be deemed to be a waiver of any breach by the Customer of the terms and conditions of the Contract

### 16. APPLICABLE LAW

The contract (and any proceedings whereby one party might be entitled to join the other third party) shall in all respects be governed by and constructed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

17. All conditions, warranties or other items implied by statute to common law are hereby excluded to the fullest extent permitted by law.

18. Should any term in this contract be held to be invalid, such invalidation will not affect the validity of the remaining terms.

19. For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term.