
STANDARD CONDITIONS OF SALE

The following terms and conditions shall govern this transaction except as otherwise specifically stated.

1. DEFINITIONS

- (a) "The Company" is Cheshire Anilox Technology Limited.
- (b) "The Buyer" is the company, firm or person whose parts are to be or have been delivered to the Company for processing.
- (c) "Parts" comprise any component part or thing to be processed by the Company on behalf of the Buyer.
- (d) "Articles" are Parts which have been processed by or on behalf of the Company.
- (e) "Goods" are Articles and anything produced or sold by the Company not being Articles.
- (f) An "Order" is the Buyer's purchase order placed on the Company for the supply of Goods.
- (g) A "Contract" is a contract between the Company and the Buyer for the supply of Goods created by the Company's acknowledgement of an Order by issue of the Company's Acknowledgement of Order Form incorporating the Company's Standard Conditions of Sale.

2. QUOTATIONS

- (a) Quotations are subject to confirmation on receipt of Order and such confirmation shall be deemed acceptance by the Company of the Order.
- (b) Quotations are issued on a firm fixed price basis and unless otherwise specifically agreed the Company will not accept any costing or price breakdown provision in any Order.
- (c) In the absence of any Contract between the parties, acceptance of Goods by the Buyer shall be deemed acceptance of these Conditions.

3. TERMS

- (a) Terms of payment are as set out overleaf.
- (b) In the case of Orders involving more than one delivery, if default is made in payment on due date for any one delivery, the Company shall be entitled to treat the Contract as repudiated and to claim damages accordingly.
- (c) An Order cannot be cancelled after acceptance except by mutual agreement and then only on terms which would fully indemnify the Company.
- (d) The Company may process and the Buyer shall pay for processing the total number of Parts delivered by the Buyer to the Company although in excess of the quantity specified in the Contract.
- (e) All transportation charges for Parts delivered to the Company for processing shall be paid by the Buyer.

4. DELIVERY AND PASSING OF PROPERTY AND RISK

- (a) Our standard delivery times for our on-line Anilox Care products are five working days from receipt of order and cleared payment when ordered before midday. Orders received after midday will be shipped a day later. For Anilox rollers and sleeves in our stock clearance section the standard delivery time is 10 working days from receipt of order and cleared payment when ordered before midday. Orders received after midday will be shipped a day later.
- (b) Unless otherwise stipulated on the face of the Order and then only by mutual agreement of the parties, Goods shall be collected by the Buyer as soon as ready.
- (c) In cases where Contracts provide for deferred deliveries, such deliveries shall be accepted within the period established by the Contract. In the event of failure to accept deliveries, the balance remaining undelivered shall be invoiced (payment for

such balance immediately thereupon becoming due) and storage costs charged to the Buyer's account, the Goods being held at the Buyer's risk.

- (d) Each delivery shall constitute a separate Contract and any failure or defect any one delivery shall not vitiate the contract as to the remaining deliveries.
- (e) While every effort will be made by the Company to effect delivery in accordance with any pre-arranged dates, no guarantee as to dates of delivery is to be implied and the Company will not accept liability for any loss or damage occasioned by delay in delivery however caused.
- (f) Subject always to condition 15(b) delivery shall be deemed to be effected and the property and risk in the Goods shall pass to the Buyer as follows:
 - (1) In all cases where the Goods are to be delivered to the Buyer – when the Goods have been so delivered.
 - (2) In all cases where the Goods are to be collected by the Buyer – when the Goods have been collected by the Buyer or anyone acting on behalf of the Buyer or if the Buyer fails to collect within fourteen days after the Company has given the Buyer written notice that the Goods are ready for delivery and collection – fourteen days after the giving of such notice, storage costs being charged to the Buyer's account.
 - (3) In all cases where the Goods are to be delivered c.i.f. port of destination, delivery shall be deemed to be effected and the risk shall pass when the Goods shall be delivered over ship's rail at the port of shipment.
- (g) All transportation costs for delivery of Goods shall be for the account of the Buyer.

5. **CONTRACTS NOT ASSIGNABLE**

Contracts are made between the Company and the Buyer as principals and are not assignable without the written consent of the Company.

6. **WARRANTIES**

- (a) The Company warrants that the Goods delivered to the Buyer shall be of merchantable quality and shall comply with the specification or description referred to in the Contract. The Company's liability under the said warranty is limited to the price of the Goods proved to be defective, and for this purpose the price shall be deemed to be the price of the Goods invoiced less that portion of the invoice which relates to packing and delivery charges.
- (b) Save as aforesaid all express or implied conditions, statements or warranties, statutory or otherwise, as to quality or correspondence with description or samples, or fitness for any purpose of the Goods, are hereby expressly excluded and to ensure that the Goods are suitable for any particular purpose they should be tested before use or resale.
- (c) All recommendations and advice given by the Company or its servants or agents to the Buyer or the servants or agents of the Buyer as to the mode of storing, applying or using the Goods are given without liability on the part of the Company or its servants or agents and no responsibility will be accepted by the Company for any injury, loss or damage whatsoever arising directly or indirectly from the Goods' storage, application or use.
- (d) The Company gives no warranty that Goods will be fit for the purpose intended by the Buyer even though such purpose is disclosed to the Company and the Buyer assumes all risk and liability for the results obtained by the use of Goods in any manufacturing process or for any other purpose.
- (e) Parts as received by the Company must conform with the specification stipulated in the Contract and no liability shall be accepted by the Company for Articles which are out of specification resulting from such non-conformity.
- (f) The Company's warranty does not cover defects in Articles where the defect has resulted directly or indirectly from a latent defect in Parts which could not have

been detected by the Company's standard inspection procedures. Under no circumstances shall the Company's warranty be deemed to extend to Parts either before or after processing by the Company.

7. CONSEQUENTIAL LOSS

No liability is accepted for any consequential loss or damage arising directly or indirectly, whether due to negligence or any other cause whatsoever, from Goods supplied by the Company or from any advice relating thereto which may have been given by the Company or its servants unless specifically otherwise agreed in writing.

8. ALTERATIONS TO DESIGN

Any proposed change in design of Parts covered by an Order shall be promptly notified to the Company which may thereupon decline to process the Order or in the event of any such change in design being agreed between the Company and the Buyer, the Company reserves the right to make such amendments to the Company's quoted price as may be necessary.

9. PRICE INCREASES

- (a) The Company reserves the right, by notice given at any time before delivery, to increase the price of the Goods if there is any increase in the price or cost of such Goods to the Company by virtue of foreign exchange fluctuations, currency regulations, and alterations of duties beyond the control of the Company. If the Buyer is of the opinion that any such increase in price is unreasonable, the Buyer may by written notice given within seven days of receipt of the Company's notice, cancel the balance of the Contract undelivered at such date.
- (b) All additional unforeseen charges incurred by the Company when salvaging Parts received from the Buyer shall be for the account of the Buyer.

10. FIXTURING CHARGES

- (a) A fixturing charge, when quoted, is a non-recurring charge which is applied to an initial Order for Articles for the quoted batch size and minor repairs to the fixtures during the period of use will be carried out at no charge to the Buyer.
- (b) Major repairs made necessary by normal wear and tear or by design changes or changes in the Buyer's manufacturing methods will be made at the Buyer's expense.
- (c) Any design changes in Parts or batch sizes subsequent to the completion of the Buyer's initial Order for Articles shall be subject to price review by the Company to determine the effect of the change on fixturing specifications and charges.
- (d) Fixtures will be available for use on subsequent Orders for Articles for a period of not less than two years after completion of the last Order but shall remain the property of the Company.

11. FORCE MAJEURE

The performance of all Contracts is subject to variation or cancellation by the Company or its suppliers owing to any Act of God, war, strikes, lock-outs, labour disputes, fire, flood, drought, tempest or any other cause beyond the Company's control or owing to any inability on the Company's part to procure materials or articles required for the performance of the Contract and the Company shall not be held responsible for any inability to deliver caused by any such contingency.

12. FAILURE TO MAKE OR TAKE DELIVERY

- (a) Should the Company fail to make delivery of the Goods or any part thereof by reason of any cause not mentioned in Condition 11 above, then the Company's liability in respect of such failure shall be limited to the proved excess (if any) over the price under the Contract of the cost to the Buyer (in the cheapest available

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- market) of similar goods to replace those not delivered.
- (b) Provided that in the circumstances set out in paragraph (a) above, should the Goods be Articles not obtainable from any source other than the Company, the Company's liability shall be limited to the Contract price for such Articles plus ten per cent by way of liquidated damages.
 - (c) Should the Buyer fail to take delivery of the Goods or any part thereof at the times stated for delivery by reason of any cause other than those mentioned in Condition 11 above, then the Company shall be entitled to cancel such deliveries and charge the Buyer with any loss suffered.

13. NOTIFICATION OF DAMAGE OR LOSS

- (a) All claims for damage to or partial loss of the Goods in transit must be submitted in writing to the carrier and the Company within ten days of delivery.
- (b) All claims for non-delivery of the whole of any consignment or of any separate package forming part of a consignment must be submitted in writing to the carrier and the Company within ten days of receipt by the Buyer or the Buyer's Agents, of the Company's invoice or advice note whichever is the earlier. In the absence of notification of claims within the times mentioned above, the Goods shall be deemed to have been delivered in accordance with the Contract.
- (c) The Buyer must examine Goods for quality immediately upon receipt and failure to notify the Company of any claims in respect thereof within thirty days of the date of the relevant invoice shall render any claims null and void. Liability for Goods claimed to be defective will not be accepted unless a representative of the Company shall first have had the opportunity of examining them nor will the Company accept the return of any Goods claimed to be defective without its written consent given after prior discussions with the Buyer.

14. TERMINATION

- (a) If any payment due from the Buyer to the Company under a Contract is more than thirty days in arrears or if the Buyer commits any other breach of the Contract, the Company may by notice to the Buyer terminate the Contract forthwith.
- (b) If the Buyer being an individual should be adjudicated bankrupt or have a receiving order made against him or enter into a deed of arrangement or composition with his creditors, or being a company should become insolvent or be put into liquidation otherwise than by voluntary liquidation for the purpose only of amalgamation or reconstruction, or if a Receiver of the Buyer's assets or undertaking or any part thereof should be appointed, the Company may by notice to the Buyer or a person entitled to represent the Buyer, terminate the Contract forthwith.

15. SECURITY

- (a) If, during the Contract period the financial responsibility of the Buyer shall become impaired or unsatisfactory to the Company advance cash payment or security satisfactory to the Company shall be given by the Buyer on demand by the Company, and after such demand the Company may withhold delivery until such payment or security shall have been received by the Company, and if the Buyer fails to provide such payment or security, the Company may by notice to the Buyer terminate the Contract forthwith.
- (b) Goods shall in all circumstances remain the property of the Company until such time as the Buyer has paid for them in form and manner acceptable to the Company provided that this provision shall not apply to Articles.

16. VARIATION OF CONDITIONS

These conditions may not be varied or suspended or added to, except with the prior written

agreement of the Company.

17. PROPER LAW AND ARBITRATION

- (a) The construction, validity and performance of all Contracts shall be governed by the laws of England, and all disputes which may arise out of or in connection with a Contract (including questions as to its existence) shall be settled by arbitration in England in accordance with the provisions of the Arbitration Act 1950, or any statutory modification thereof for the time being in force.
- (b) The termination of a Contract shall not prejudice any accrued rights at or before or in connection with the termination thereof or any remedies or proceedings with respect to such rights, and the provisions of a Contract with regard to arbitration shall have effect notwithstanding the termination thereof.

18. NOTICES

- (a) Any notice required or permitted to be given by one party to the other under the provisions of a Contract shall be in writing and shall be sufficiently given if delivered by hand or sent by recorded delivery post, fax or telex and addressed to the other party at the address hereinbefore mentioned or at such other address which has by prior notice given by the latter party to the former, been designated as the place to which such notices are thereafter to be sent.
- (b) Any such notice if delivered by hand, shall be deemed to have been received on the date of delivery, and if sent by ordinary post or telex shall be deemed to have been received when it would have been received in the ordinary course of post or telex as the case may be.