

Peak Paper Sales Conditions of Sale

1. **Introduction** The following conditions apply to the sale, loan, hire, servicing or repair of goods supplied by Peak Paper Sales, hereinafter called "the Company" or "Seller". These conditions supersede any earlier conditions of the Company and apply to all contracts and override all conditions stipulated by the Buyer and any other agreements between the parties relating to the subject matter hereof are hereby terminated. No alterations or addition to nor exclusion of, any part of these conditions shall be applicable unless in writing by a partner of the Company.
2. **Meanings** The words "buyer and customer" shall include buyer, borrower, hirer, lessees, owner or any other person who is in charge of the goods. The word "goods" shall include stationery, envelopes, paper, office supplies and equipment including spare parts and other items supplied, serviced, repaired, loaned or hired by "the Company". The singular shall include the plural as also the masculine shall include the feminine and vice versa.
3. **Terms of Payment** Charges for goods or services supplied shall be paid in full on or before delivery or completion unless the Buyer has an agreed credit account with the Company (confirmed in writing). Where the Buyer has such an account, payment shall be made by the end of the month following date of the invoice. If payment is delayed, the Company reserves the right to charge interest on outstanding monies at the rate of 2½% per month or part month, which shall be due for payment immediately.
The Director/Directors of limited liability companies, public limited companies and the Partner/Partners of limited liability partnerships guarantee both personally and severally to pay any debts remaining unpaid through the default of their company or partnership. The opening of a credit account shall be held to be sufficient consideration in respect of this.
 - (a) The following conditions apply where the buyer is a limited company and a director of it gives a personal guarantee (the guarantee) as to the performance of its obligations to us.
 - (b) The guarantor shall not be discharged or released from his guarantee by any arrangement made between us and the buyer (whether or not made with the guarantor's consent) or by any amendment to or termination of the relevant contract between us and the buyer or by any forbearance or indulgence whether as to payment, time, performance or otherwise which we may grant the buyer with or without the consent of the guarantor.
 - (c) Also, the guarantee shall not be discharged by any partial performance by the buyer of its contractual obligations nor shall it be affected by any insolvency, liquidation or other incapacity of the buyer or any other person.
 - (d) Our rights under the guarantee are additional to, shall not be affected by and shall not prejudice any other security or remedy available to us.

The Company may close the Buyer's account at any time at its discretion and all amounts owed will become immediately due. In the case of overdue monies we reserve the right to place the account on hold and suspend any orders or any work placed with us until such monies are paid. The Company (or Companies within the partnership) reserve the right to offset any monies owed to the customer against any monies due to the Company (or associated Companies) however they may have arisen.
Cash payments of more than £10,000 per transaction cannot be accepted as we are not a registered High Value Dealer
4. **Collection of Account** In the event of an account being overdue the Buyer shall be responsible to indemnify the Company for costs incurred in collecting the amount including charges payable to debt collectors, solicitors etc on a full indemnity basis. This includes the cost of legal action against the Buyer in order to obtain payment of outstanding accounts, the Buyer is responsible to pay the Company for any bank or other charges incurred on unpaid or returned cheques.
5. **Title** The property in the goods shall only pass to the Buyer, notwithstanding physical delivery, when payment for them is made in full by the Buyer. The risk in the goods shall pass to the Buyer when delivery is made. The Seller reserves the right to repossess the goods to which it has title hereunder and for this purpose the Buyer hereby grants an irrevocable right and license to the Company's servants and agents to enter upon all or any of its premises with such transport as may be necessary during normal working hours. Nothing in this condition shall confer any right upon the Buyer to return the goods sold hereunder or to refuse or delay payment therefore unless otherwise agreed.
6. **Prices and Quotations** All prices and quotations given are subject to sight of final artwork or specification and the company shall not be held liable for any misinterpretation, omissions or errors in any quotation given. Any item not specifically detailed in a quotation to the Customer e.g. transport, plates, origination etc. are not included in the quoted price, and are subject to extra charges, including storage and multiple deliveries unless otherwise stated.
7. **Delivery/Storage** Any time named by the Company for delivery is given in good faith and an estimate only, and while every effort will be made to deliver on time, the Company will not be liable for the consequences of any delay, or non delivery for whatever reasons. Claims in respect of short deliveries, packing errors or damage to goods in transit must be notified immediately by telephone and in writing within 3 days of receipt of goods. Claims for non-delivery must also be made within 3 days of invoice. Storage will be charged on goods we have to store beyond the agreed delivery/collection date. In the event of refused deliveries or any subsequent change in delivery address or split deliveries may involve extra charges. All goods held in storage for the Buyer shall be held at the Customer's risk and they are responsible for their insurance.
8. **Returned Goods Requests** to return correctly supplied goods, for whatever reason, will only be accepted subject to a 20% handling charge or £10.00 whichever the greater and any carriage or additional costs incurred by the Company. Such goods must be returned to us, carriage paid in their original condition within 14 days of invoice date. Correctly supplied goods, which have been supplied to special order (i.e. not stock items) may not be returned under any circumstances.
9. **Cancellation or Quantity Reductions** Cancellation or reduction in quantities of overprinted or bespoke orders must be given in writing. Any additional costs incurred will be invoiced accordingly. Should the buyer cancel an order at any stage the Customer will pay for all work done and all costs incurred up to that point including any materials ordered for the production of that order, if the materials can be fully utilised by

the Company, then the Company and the Buyer will negotiate a fair settlement for the said materials.

10. **Specification of Goods: Defects** It is the responsibility of the Buyer to examine goods for defects in materials and/or workmanship which are likely to cause damage or injury. Illustrations, descriptions, weights and measurements are to be taken as a guide only and are not binding in detail. The Company reserves the right without notice and without affecting the validity of the contract, to make such changes in materials, dimensions and design as are reasonable or desirable.
- Tolerances**
 - (a) The quantity produced for a manufacturer order may vary according to the quantity involved and the complexity of the job. Differences of up to +/- 5% for orders over 500,000 or +/- 10% for smaller orders will be accepted.
 - (b) The quantity invoiced will be the quantity delivered.
 - (c) If under delivery is not acceptable, it is important that this be made clear in writing at the time of ordering as:
 - I. any remake of a small quantity is expensive and will be charged at the real price of remaking unless 'no unders' had been specified.
 - II. in the event of 'no unders' being specified, the quantity of acceptable 'overs' will double.
 - (d) All dimensions and weights are subject to the accepted trade tolerances of $\pm 5\%$ & $\pm 2\text{mm}$ on window positioning.
11. **Overprinting Manufactured Stock Orders**
 - (a) All prices quoted are subject to sight of artwork, and print ready artwork being supplied.
 - (b) Any amendments, setting, scanning or proofing will be charged extra. None of the above are included in any price quoted unless otherwise stated.
 - (c) The Company shall not be liable for any errors in content, position or colour specification on any artwork, disk or filmwork supplied by the Buyer.
 - (d) It is the buyers responsibility to confirm the position of any postal marks or requirements, with the Post Office or other such bodies, the Company shall not be held responsible for any failure by the Customer to do so.
 - (e) All artwork and films supplied by the Buyer are held at the Buyer's risk and it is his responsibility to insure such against damage or loss. After two years such artwork and film will be disposed of.
 - (f) Orders for overprinting manufactured stock are treated as two separate instructions: (a) to supply the exact amount of plain manufactured stock and (b) to overprint same. Overprinting is accepted subject to a tolerance of up to a maximum of 10% to cover set up and wastage. Whilst wastage is kept to the absolute minimum, if any resultant shortfall on the quantity originally ordered is likely to cause problems the Buyer is advised to increase the order accordingly. The Company accepts no responsibility for any resultant losses which may be caused by any overprinting shortfall.
 - (g) The Company employs several different processes to print envelopes depending upon their size, quality, quantity ordered and delivery time required. Slight variations in colour, density and quality may occur due to the particular printing process employed, the speed at which they run, the position of the seams, the colour of the paper and the flap type. Whilst every care is taken to print to a high standard, no responsibility is accepted for variations in colour or quality due to the process used, the envelope colour or quality, or high-speed running to comply with the Buyers delivery dates.
 - (h) Dimensions of envelopes, flaps, windows and window positions are nominal and can vary by plus or minus 2mm which may lead to slight variations in register and position of overprinting.
 - (i) The Company shall not be required to print any matter which in their opinion is or may be of an illegal or libelous nature. The Company shall be indemnified by the Customer in respect of certain claims, costs and expenses arising out of any libelous matter printed for the Customer or any infringement of copyright, patent or design. The Company will not print anything that is pornographic, morally offensive or anti-government in content, and reserves the right to refuse to produce any job on sight of artwork.
12. **Advice, Information and Opinion** Advice, information and opinion given by any partner, employee or agent of the Company is given without legal responsibility. Any recommendation or suggestion relating to the use of the goods made by the Company either in technical literature or in specific enquiry, is given in good faith, but it is for the Buyer to satisfy himself of the suitability of the goods for his particular purpose, and he shall be deemed to have done so.
13. **Health and Safety** The Buyer undertakes for the purposes of the Health and Safety at Work Act, etc. 1974, that it will take all necessary steps to ensure so far as is reasonably practicable that the goods will be safe and without risk to health when properly used and acknowledges that responsibility for compliance with any applicable health and safety or fire regulations upon the assembly and installation of the goods shall lie entirely with the Buyer.
14. **Limit of Liability** The Company shall not be liable for damage or injury caused by its goods or workmanship beyond replacement of the goods or work on verification of the Buyer's complaint, when the goods are supplied to a territory outside the U.K. The liability of the Company shall not exceed in any event the liability which it would have incurred under the law. The Company shall not be liable for any consequential loss caused by faulty goods or its failure or delay in servicing, repairing or supplying goods or equipment whether the loss arises from the actions or omissions of the Company, its servants, agents or sub-contractors.
15. **Guarantees** Guarantees given shall not be applicable outside mainland U.K. unless expressly stated otherwise by the Company in writing. Any guarantee given will be invalidated if the goods are subject to misuse or accident after the Buyer has taken delivery.
16. **Governing Law** Any contract between the Buyer and the Company shall be construed in accordance with the Law of England. The Buyer agrees to submit to the jurisdiction of the Courts of Law in England in respect thereof.