

ABBEYLABELS LIMITED

Terms and Conditions of Sale

1. These are the terms on which we supply goods and services (abbreviated throughout these terms to 'goods'). No variation to these terms, nor any other terms supplied by you, shall be of any effect unless specifically accepted by us in writing.
2. Our quotation indicates the terms on which we may be prepared to perform a Contract. It does not form a contractual offer. Our quotation is unless otherwise stated valid to that extent for thirty days.
3. Our price includes packaging and delivery but excludes;
 - (i) VAT and other duties and taxes;
 - (ii) preliminary work carried out at your request;
 - (iii) work made necessary by authors corrections copy not being clear or legible or by your amending proofs where style or layout was left to our discretion;all of which will be the subject of an additional charge to be paid by you. We shall not be obliged to accept authors corrections or amendments of the sort referred to in (iii).
4. If there is any increase in the costs to us of performing the contract the price may be increased to cover that. We reserve the right to supply up to 10% more or 10% less than the specified quantity. Payment will be due for the actual amount supplied. Otherwise the price will once agreed, remain fixed.
5. Accepted orders may not be suspended or cancelled without our prior written consent. At our option we may release you from the contract upon your payment of all costs incurred by us in performance of the contract including a charge for labour and presses at our then prevailing rates. If work is suspended by you we shall be entitled to immediate payment for work already carried out, materials specifically ordered for you and to all additional costs incurred as a result including storage.
6. Where items are to be provided by you for our performance of the contract you shall upon acceptance of your order deliver them, free of charge, to our premises. They must be of good quality and suitable for use with our equipment. We may reject any items which we do not reasonably consider meet those requirements. All such items may in our discretion be distributed or effaced by us immediately after completion of the contract. Materials must be supplied in such quantity as is necessary to complete the contract with uninterrupted production, to include a 20% excess to cover spoilage. Material not required for completion of the contract will be returned to you.
7. We have no insurance for any loss or damage to property supplied by you in our possession or control. Except in the case of malicious damage caused by our employees or agents we are not liable for loss or damage to such property whether caused by negligence or otherwise howsoever. We may charge a fee for storage of those items.
8. All dates and periods quoted for performance are estimates only. Time is not of the essence. We shall not be liable for any failure to comply with such estimates.
9. We will not be liable for failure to perform if such failure is due to circumstances beyond our reasonable control.
10. We will deliver the goods to such premises within the UK as you specify. Risk in the goods passes on arrival at those premises. If you collect the goods risk passes on them passing out of our possession. We select the method of delivery.
11. You must accept delivery within 3 working days of our notifying you that the goods are available. In the event that delivery is delayed due to your failure to accept it, difficulties in gaining access to the specified premises or delays in unloading you will reimburse all extra costs incurred as a result (including a charge for storage) and we may invoice as if delivery had taken place.
12. Any claims for loss or damage in transit must be submitted to us in writing within five days of the arrival of the goods or, in the case of non arrival, five days from despatch from our premises. An invoice will be sent on despatch which will enable you to determine that date. We are not liable for claims presented outside those times. Our liability for such claims is limited to waiving or (as appropriate) refunding that part of the contract price which relates to the damaged or lost goods or at our option reprinting the damaged or lost goods free of charge.
- 13.1 We warrant that all printing will on despatch comply with the proof and will on despatch be free from defects in material and workmanship.
- 13.2 We warrant that all services will be provided with reasonable care and skill and all other goods will on despatch be free from defects in material or workmanship.
14. Our liability under clause 13 shall be dependent upon return to our factory of the goods alleged to be defective together with details of the allegation and shall be limited as follows:
 - (i) in the case of printing, we shall either refund such part of the contract price as relates to the defective goods or as appropriate waive it or at our option reprint the printing free of charge;
 - (ii) in any other case we shall refund or waive such part of the contract price as relates to the defective goods;
 - (iii) any such claim must, in the case of apparent defects be notified within thirty days of delivery and in the case of other defects, within thirty days of discovery. We cannot accept liability for any claims presented outside those times.
15. All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Except in the case of death or personal injury caused by our negligence, we will not be liable to you by reason of any representation, implied warranty, condition or other term, any duty at common law or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by our negligence or otherwise) which arises out of or in connection with the goods.
16. All invoices are payable thirty days from date. Payment must be made in full without any set off or counterclaim. In the event that payment of any amount is not made on the due date we may, in addition to all other remedies:-
 - (i) charge you interest at a rate equivalent to 3.5% above the base rate from time to time of Barclays Bank plc; and/or
 - (ii) by notice to you suspend or cancel without liability further performance of this or any other contract with you; and/or
 - (iii) by written notice to you demand immediate payment of all other invoices delivered to you on any account whatsoever. Those invoices will, as a term of this contract, then become immediately due and payable notwithstanding any provisions to the contrary in the contracts to which they relate.
17. Title to the goods will pass to you on payment of all amounts due under this Contract and of all other sums due to us from you on any other account whatsoever. Until property passes you will hold the goods as our bailee and will keep them properly stored, protected and identified as our property. We may at any time whilst payment is due but unpaid require you to deliver up the goods and, if you fail to do so forthwith, enter upon your premises to repossess them:-
18. Until such time as all invoices rendered and all sums due from you to us have been paid in full we may retain possession of any items of your property which we have in our possession.
19. In the event that you cease or threaten to cease to carry on business, make a voluntary arrangement with your creditors or become subject to any formal or informal procedure relating to insolvent persons or companies (including where an encumbrancer takes possession of or a receiver is appointed over any of your property or assets) then in any such case that event shall be deemed a breach of contract on your part, all invoices rendered on any contract shall become immediately due and payable and at our option we may cancel the unperformed part of the contract without further liability. We may sell any goods over which we have a lien and appropriate the proceeds of sale towards satisfaction of any amounts due to us. We will account to you for any balance. We may at our option claim as liquidated damages for breach all costs incurred by us in performing the contract including a charge for labour and presses at our rates.
20. Where goods are supplied in accordance with any description specification or sample supplied by you you will indemnify us in full against all liabilities costs or expenses incurred or suffered by us in respect of our use in the contract of that description specification or sample including without limitation any allegation that the goods infringe the rights of any person, firm, company or other artificial organisation or infringe any statute, regulation or legal requirement.
21. Copyright in any copyright work arising during performance of the contract shall belong to us.
22. The above provisions are in addition to all our rights at general law, none of which shall be limited in any way whatsoever. Failure on our part to exercise or any delay in exercising any of our rights, shall not be deemed to be a variation of this or any subsequent contract nor shall they adversely affect those rights in any way whatsoever.