



Micromarketing Ltd
Unit 1 & 2 Vanbrugh Quarter
Northwood Road
Windrush Industrial Park
Witney, Oxfordshire
OX29 7AG

Micromarketing Ltd Conditions of Sale 1 Interpretation

1.1 In these Conditions: 'you' means the person who accepts a quotation from us for the sale of the Products or whose order for the Products is accepted by us; 'Products' means the products (including any part delivery of an Order or any parts for them) which we supply in accordance with these Conditions; 'we or us' means Micromarketing Ltd a company registered in England with registered number 0544120 whose registered office is at Unit 1 and 2 Vanbrugh Quarter Windrush Industrial Park, Witney OX29 7AG;

'Conditions' means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any additional terms and conditions agreed in writing between you and us; 'Order' means any contract between you and us for the purchase of Products.

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

2 Basis of the sale

2.1 We sell and you purchase the Products by your acceptance of any quotation we issue to you or by our acceptance of any order you issue to us. In either case such Order is subject to these Conditions, which shall govern the Order to the exclusion of any other terms and conditions.

2.2 Acceptance by you of a quotation we issue is conditional upon sufficient stocks of Products being available at the time of your acceptance.

2.3 An Order can only be varied by agreement from Micromarketing Ltd which would normally be dealt with by issuing a revised order confirmation.

2.4 Our employees or agents are not authorised to make any representations concerning the Products unless we make these in writing. In placing the Order you acknowledge that you do not rely on and waive any claim for breach of any such representations that are not so confirmed.

2.5 We shall endeavour to correct 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 us as soon as possible but will not be liable for loss arising from such error or omission.

3 Orders and specifications

3.1 No order documentation submitted by you shall be deemed to be accepted by us unless and until confirmed either in writing or verbally by our authorised representative.

3.2 You must make sure that any Order you place with us correctly states your requirements including, without limitation, any discounted price we may have agreed and that you give us any necessary information relating to the Products (such as any specification) within a sufficient time to enable us to meet the Order. You should also check any artwork submitted for approval, to ensure this we require that

you approve submitted artwork in writing. We will not be liable if the Products do not meet your requirements because you fail to do this. To give you assistance with this, calls relating to the placing of Orders may be monitored and/or recorded in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2008.

3.3 The quantity, quality and description of and any specification for the Products shall be as set out in the Order or any approved artwork we submit to you.

3.4 If the Products are to be manufactured or any process or markings are to be applied to the Products by us in accordance with a specification submitted by you, you grant to us a licence in respect of any materials in which you or a third party hold rights to apply such material in accordance with the Order. You indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us 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 our use of your specification.

3.5 We reserve the right to make any changes in the specification of the Products which are required to conform to any applicable statutory or EC requirements or, where the Products are to be supplied to our specification, which do not materially affect their quality or performance.

3.6 No Order may be cancelled by you except with our agreement in writing. Cancellation shall incur an administration charge of £25 per order. You shall also indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of such cancellation.

3.7 No product samples shown, demonstrated or supplied to you by or on our behalf shall be used for any purpose or be reproduced or copied in any shape or form (including without limitation, photographed) by you without our prior written consent. We give no warranty or representation in relation to any such samples. You indemnify us against all loss, costs, damages, charges and expenses incurred by us in relation to any breach of this clause by you and in particular (without limitation) any claim against us for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights arising out of the use or copying of any such product samples by you.

4 Price of the Products

4.1 The price of the Products shall be our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only (subject to availability of Product) or until earlier acceptance by you, after which time we may alter them without giving notice to you.

4.2 In relation to an Order, we reserve the right, by giving notice to you at any time before delivery, to increase the price of the Products to reflect any increase in the cost of Products to us which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Products which is requested by you, or any delay caused by any instructions from you or failure by you to give us adequate information or instructions.

4.3 Except as otherwise agreed by us, all prices are given by us will include delivery to the agreed delivery address .

4.4 The price is exclusive of any applicable value added tax, which you shall be additionally liable to pay to us.

5 Terms of payment

5.1 We shall invoice you for the price of the Products on or at any time after delivery of the Products, unless the Products are to be collected by you or you wrongfully fail to take delivery of the Products, in which event we shall invoice you for the price at any time after we have notified you that the Products are ready for collection or (as the case may be) we have tendered delivery of the Products.

5.2 You shall pay the price of the Products (without any other deduction) on receipt of invoice or, if we accept an application for credit from you, within 30 days of the date of our invoice. The time of payment of the price shall be of the essence of the Order. Receipts for payment will be issued only upon request.

5.3 If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:

5.3.1 Cancel the Order, suspend any further deliveries to you or withdraw any credit granted in respect of payment of sums due;

5.3.2 Allocate any payment made by you to such of the Products (or the Products supplied under any other contract between you and us) as we may think fit (notwithstanding any purported allocation by you); and

5.3.3 charge you interest (both before and after any judgement) on the amount unpaid, at the current rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998 as amended together with compensation for late payment as set out in such legislation.

6 Deliveries

6.1 Delivery of the Products shall be made to the agreed delivery address for the order.

6.2 We will try to deliver Products by any date quoted for delivery of the Products but such date is approximate only and we shall not be liable for failure to meet such date. Any period specified for delivery of Products runs from the date of approval of any artwork and not from the date the order is placed. Time for delivery shall not be of the essence nor shall it be made so by service of any notice. The Products may be delivered by us in advance of the quoted delivery date.

6.3 Where delivery of the Products is to be made by us in bulk, we reserve the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered and the quantity delivered shall be deemed to be the quantity ordered.

6.4 Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the Order as a whole as repudiated.

6.5 If you fail to take delivery of the Products or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by our breach of these Conditions) then, without prejudice to any other right or remedy available to us, we may:

6.5.1 store the Products until actual delivery and charge you for the reasonable costs (including insurance) of storage; or

6.5.2 sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Order or charge you for any shortfall below the price stated in the Order.

7 Risk and title

7.1 Risk of damage to or loss of the Products shall pass to you:

7.1.1 on delivery at our premises, when we notify you that the Products are available for collection; or

7.1.2 on delivery otherwise than at our premises, at the time of delivery or, if you fail to take delivery of the Products, the time when we have tendered delivery of the Products.

7.2 Notwithstanding delivery and the passing of risk in the Products, title in the Products shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Products and all other Products agreed to be sold by us to you for which payment is then due.

7.3 Until such time as title in the Products passes to you, you shall hold the Products as our fiduciary agent and bailee, and shall keep the Products separate from those of yours and third parties and properly stored, protected and insured and identified as our property. Until that time you shall be entitled to resell or use the Products in the ordinary course of your business, but shall account to us for the proceeds of sale or

otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any money or property of you and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as title in the Products passes to you (and provided the Products are still in existence and have not been resold), we shall be entitled at any time to require you to deliver up the Products to us and, if you fail to do so forthwith, to enter upon any premises of yours or any third party where the Products are stored and repossess the Products.

7.5 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain our property, but if you do so all moneys owing by you to us shall (without prejudice to any other right or remedy we have) immediately become due and payable. 8 Warranties and liability

8.1 We warrant that the Products will correspond with their specification at the time of delivery save that we shall be under no liability:

8.1.1 in respect of any defect in the Products arising from any drawing, design or specification supplied by you;

8.1.2 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse or alteration or repair of the Products without our approval;

8.1.3 if the total price for the Products has not been paid by the due date for payment;

8.1.4 for parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us.

8.1.5 for the consequences of combining Products with other products or for the consequences of repacking our products.

8.2 Subject as expressly provided in these Conditions, and except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.3 Where the Products are sold under a consumer transaction (as defined by the Consumer Protection from Unfair Trading Regulations 2000) your statutory rights are not affected by these Conditions.

8.4 Products which are not in accordance with their specification through default on our part (but not if non-compliance is due to your default, including, without limitation, to a failure by you to check that Products meet your requirements) may be returned to us at your risk and expense up to thirty days after delivery.

Once received, we will check whether there is a failure to conform and if we decide that this is the case, we shall, at our option and as our sole remedy for such failure, either refund to you the price paid for the Products together with the cost of returning them to us or forward to you Products which do comply with the specification at our expense. This remedy does not apply to Product which you have ordered but have not stated your requirements correctly. If you do not return Products to us, you shall not be entitled to reject the Products and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Products had been delivered in accordance with the Order.

8.5 We shall be liable for death or injury to any person caused through our negligence arising out of the supply of Products or any liability direct to consumers which arises under applicable consumer protection legislation or liability arising as a result of fraudulent misrepresentation by us. Otherwise and subject to your sole remedy in respect of defective Products under clause 8.4, our liability in respect of Products supplied is limited to the price you are liable to pay for such Products and liability for all other loss is excluded to the fullest extent permitted by law. In particular, we shall not be liable to you 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 Order, for any loss of profit, goodwill, revenue or anticipated savings (whether direct or indirect) ,or any other claims for consequential compensation whatsoever (and whether caused

by our negligence or that of our employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by you.

8.6 We shall not be liable to you or be in breach of an Order by reason of any delay in, or any failure to perform, any of our obligations in relation to the Products if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

8.6.1 Act of God, explosion, flood, tempest, fire or accident;

8.6.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.6.3 Restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.6.4 Import or export regulations or embargoes;

8.6.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of us or of a third party);

8.6.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.6.7 Power failure or breakdown in machinery.

9 Intellectual Property

9.1 We own any copyright, patent rights or design rights in the Products and any artwork or tooling we produce in relation to supply of the Products. You will retain ownership of any trademarks or design rights in materials that you supply to us in connection with supply of the Products.

9.2 If any claim is made against you that the Products infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, it is agreed that:

9.2.1 you pass to us full control of any proceedings or negotiations in connection with any such claim and give us all reasonable assistance for the purposes of any such proceedings or negotiations;

9.2.2 except pursuant to a final award, you shall not pay or accept any such claim, or compromise any such proceedings without our consent;

9.2.3 we shall be entitled to the benefit of, and you shall accordingly account to us for, all damages and costs (if any) awarded in your favour which are payable by, or agreed with your consent (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

9.2.4 Without prejudice to any duty to you at common law, we shall be entitled to require you to take such steps as we may reasonably require mitigating or reducing any such loss, damages, costs or expenses for which we may be liable to you.

10. Insolvency

10.1 This clause applies if:

10.1.1.1 You make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets;

10.1.3 you cease, or threaten to cease, to carry on business; or

10.1.4 we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and notify you accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to us, we shall be entitled to cancel any Order or suspend any further deliveries under any Order without any liability to you, and if the Products have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11 Export terms

11.1 Where the Products are supplied for export from the United Kingdom such Products are supplied ex works as defined by Incoterms 2010 unless agreed otherwise. You shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties thereon. You shall also be responsible for arranging for testing and inspection of the Products at our premises before shipment. We shall have no liability for any claim in respect of any defect in the Products that would be apparent on inspection and which is discovered after shipment, or in respect of any damage during transit.

12 Data

12.1 We will use any information, which may include personal information about you or your employees provided by you in connection with Orders for the purpose of administering your account, for carrying out our obligations under any Order and for ancillary purposes.

12.2 You acknowledge that we may carry out searches about you at credit reference agencies and will use the credit information provided by such agencies for the purposes of account administration, credit checking, debt tracing and fraud prevention. You hereby authorise us to disclose such information to data recipients and acknowledge that such information may be disclosed by data recipients to third parties for purposes including, but not limited to, assessing credit applications, debt tracing and fraud prevention. We may seek an opinion on the status of any account from any third party as may be necessary in the normal course of business.

12.3 You agree that all information collected by us in relation to you, subject to the provisions of the Data Protection Act 1998, may be stored used and disseminated by us for the purposes set out in

12.4 above, for marketing, promotional analysis, compilation of statistics and related purposes and for informing you of new products and/or services offered by us.

13 General

13.1 We may refer to sale of Products to you or use images of Products supplied to you in the promotion of our business.

13.2 Each party shall keep securely and not to disclose to any third party confidential information disclosed by the other party including but not limited to pricing, product samples, specifications, the terms of Orders placed or financial or commercial terms.

13.3 Any notice required or permitted to be given by the party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision by the party giving the notice. Notices may be given (i) personally; (ii) by pre-paid first class post; (iii) by electronic mail; or (iv) by facsimile transmission.

13.4 No waiver by us of any breach of an Order by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.5 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.

13.6 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of this Agreement. 13.7 You may not assign or deal in any way with all or any part of the benefit of, or rights or benefits under any Order without our prior written consent.

13.8 We reserve the right to alter any of these Conditions and will give you reasonable notice of such change.

13.9 All Orders shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

Stock Reservations

Please note that stock can only be held whilst awaiting artwork approval for a maximum of fourteen days, unless otherwise agreed. Stock can be held for a maximum of 24 hours pending order confirmation, unless otherwise agreed. For further details, please speak to our sales team.