

STANDARD TERMS AND CONDITIONS OF SALE – Vanacomm Limited

1. INTERPRETATION

Definitions	The following definitions shall apply to these Conditions:
"Business Day"	means a day (other than a public holiday) when the banks are open for business in England
"Customer"	means the person, firm, body corporate, or other legal entity that has requested Work be supplied by the Company
"Company"	means any or all of the following companies: Vanacomm Limited
"Conditions"	means these standard terms and conditions of sale as amended from time to time in accordance with clause 2.3
"Contract"	the contract between the Company and the Customer for Work in accordance with these Conditions
"Force Majeure Event"	means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or by any failure of the Company's subcontractors to supply the Company
"Goods"	means any goods supplied or to be supplied by the Company to the Customer including (but not limited to) design work and printing
"Intellectual Property Rights"	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
"Order"	means an order placed by the Customer with the Company for Work
"Services"	means any services supplied by the Company to the Customer
"Work"	means Goods and/or Services

2. FORMATION

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or services from the Company in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted when either a) the Company issues a written acceptance of the Order or b) begins to perform the Contract at which point, and on which date, the Contract shall come into existence.
- 2.3 Variations to the terms of any Contract will only be effective if agreed in writing and be signed by a duly authorised officer of the Company and on terms upon which the Customer indemnifies the Company in full from for and against all losses (including loss of profit in the ordinary course of business), costs, damages, charges, expenses, and other liabilities whatsoever incurred (directly or indirectly) by the Company as a result of such variation or termination.
- 2.4 Any quotation or estimate provided by the Company is based upon prices current at that time, is submitted subject to sight of the Customer's copy, and, unless previously withdrawn by the Company, shall remain valid for a period of 30 days from the date that it is issued.
- 2.5 These Conditions apply to the Contract to the exclusion of all and any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 The Company may from time to time engage a credit reference agent to conduct a credit check against the Customer; in the event of a negative search result the Company may request the Customer enter into a form of security with the Company, or reduce or terminate the credit facilities offered by it to the Customer

3. PRICE

- 3.1 The price for Goods and/or Services shall be the price set out in the Order or, if no price is quoted, the price shall be that contained in the Company's published price list or as communicated to the Customer on or before the date of delivery. Unless otherwise stated the price of the Goods is inclusive of all costs and charges of packaging, insurance, transport of the Goods which shall be paid by the Customer when it pays for the Goods
- 3.2 Unless fixed prices have been agreed in writing by the Company, all prices are subject to potential adjustment to account to reflect any increase in cost to the Company in providing the Work which is due to any factor beyond the control of the Company including, without limitation: increases in the cost of labour or materials; or to account for other issues that affect the price such as a) changes in the delivery date or destinations; b) the quantity of Goods required or specifications of the Goods requested by the Customer; c) the Customer's instructions or requirements necessitating production of additional proofs by the Company; or d) if the artwork provided by the Customer is of poor quality or is illegible. In such circumstances the Company will notify the Customer of the adjustment to the price which will be invoiced at the price ruling at the date of delivery of the Goods or performance of the Services.
- 3.3 Unless stated otherwise, prices set out in the Company's price lists, quotations or otherwise are exclusive of value added tax, purchase or other taxes and which shall be payable in addition to the price when the price is due for payment.
- 3.4 The Company also reserves the right to charge storage costs for Goods not delivered or deemed to be delivered. All and any preliminary work and creative design work carried out whether experimentally or otherwise at the Customer's request shall be charged in accordance with the Order.

4. PROOFS

- 4.1 The Company may submit proofs of work to the Customer for approval. It is the Customer's responsibility to proof read any documents sent to it by the Company; the Company shall not be responsible for, nor incur any liability resulting from, any errors in such documents.
- 4.2 Any modification or alteration made to a proof by the Customer and any additional proofs required as a result, may incur additional charges which shall be notified to the Customer by the Company.
- 4.3 In circumstances where style, type, or layout is left to the Company's judgement, any resulting amendments that are requested by the Customer will incur additional charges.
- 4.4 If the Customer orders a reprint of Goods previously manufactured by the Company for the Customer ("**Previous Product**") and more than one type exists, it shall be the responsibility of the Customer to identify the correct form of Previous Products required. The Customer acknowledges that should it fail, within 5 Business Days of the date of the Order to notify the Company of the correct Previous Product required, the Company will choose what it believes to be the correct Previous Product required based upon information provided by the Customer. The Company accepts no responsibility for choosing the incorrect Previous Products in the above circumstances.

5. DELIVERY AND NON-DELIVERY

- 5.1 Delivery of the Goods shall be to the address contained in the Order, the acknowledgment of order or to such address as agreed between the Company and the Customer before delivery is effected ("**Delivery Location**")
- 5.2 Any timescales provided by the Company for delivery are given in good faith, but are estimates only. Time of delivery of Goods or for the performance of Services, shall not be of the essence. The Customer shall not be entitled to reject the Goods or cancel the performance of Services should the Supplier fail to meet an estimated delivery time.
- 5.3 Delivery shall be deemed to take place when the Goods arrive at the Delivery Location. Delivery to a carrier for the purpose of transmission to the Customer shall be deemed to be delivery to the Customer; Section 32(2) of the Sale of Goods Act 1979 shall not apply.
- 5.4 Where Goods are delivered to the Customer, by ISDN or via the Internet or similar electronic medium, Goods shall be deemed delivered at the time that they are actually sent by the Company.
- 5.5 Goods sent by conventional means will be packed so as to adequately protect against damage in normal conditions of transit of usual duration.
- 5.6 The Company may deliver Goods in instalments and perform Services in sections in any sequence. Deliveries of further instalments and performance of further sections may be withheld until the Goods and/or Services comprised in earlier instalments and/or sections have been paid for in full. Default by the Company, howsoever caused, in respect of one or more instalments shall not entitle the Customer to terminate the relevant Contract as a whole.

We hereby confirm that each delivery of goods made to you shall be divisible and:

- (i) Shall be deemed to arise from a separate contract, and
- (ii) Shall be invoiced separately and shall be payable in full without deduction or set off in accordance with the terms of payment.

- 5.7 If 28 days after the Company notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods
- 5.8 Upon delivery to the Customer, all Goods should be examined. The Company shall not be liable for any shortages in, or non-delivery of, Goods unless the same is notified by the Customer to the Company (together with all specific details) in writing within 7 days of their delivery. Subject to such notice being

- provided, the Company shall, if it is satisfied that any Goods have not been delivered as a result of a Force Majeure Event, at its sole discretion, either arrange for delivery as soon as it is reasonably practicable to do so, or give credit to the Customer for such Goods. Shortages in, or non-delivery of, some or part of the Goods, shall not affect the Contract in respect of the other parts of the Goods.
- 5.9 Should the Goods and/or Services incorporate direct mail, delivery shall take place when the Goods are collected from the Company by the Royal Mail or the Customer's designated carrier; proof of delivery shall be the official receipt provided by Royal Mail or the Customer's carrier upon collection of the Goods.
- 5.10 Notwithstanding any express agreement as to the date of delivery the Company shall be entitled to postpone or cancel delivery in whole or in part as a result of the occurrence of a Force Majeure Event should such an event prevent the company from providing the Goods and/or services for 14 days or more; should the Company have part performed a Contract then the Customer shall be liable on a pro rata for that part of the Contract actually performed.
- 5.11 Advice of errors in any or all of the Company's publications must be given to the company within 28 days of the date of the invoice.
- 6. RISK**
- 6.1 Risk in the Goods shall pass to the Customer upon their delivery to the Customer.
- 6.2 In circumstances where the Customer wrongfully fails to take delivery of the Goods, risk in the Goods shall be deemed to pass to the Customer at the time when the Company has tendered delivery of the Goods.
- 6.3 Where goods are sold F.O.B. all risk of damage or loss in transit shall pass to the Customer when the Goods are placed on board the vessel, and the Company shall be under no obligation to give the Customer the notice specified in section 32(3) Sale of Goods Act, 1979.
- 7. TITLE TO GOODS**
- Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cleared funds) for: (a) the Goods; and (b) any other goods that the Company has supplied to the Customer irrespective of whether payment has become due.
- 7.2 Until title to the Goods has passed to the Customer, the Customer shall: (a) hold the Goods on a fiduciary basis as the Company's bailee; (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery; (e) notify the Company immediately if it becomes subject to any of the events listed in clause 13.1; and (f) give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- 7.3 In the event that the Customer shall in the course of its business dispose of the Goods to a bona fide purchaser without notice of the Company's rights then the Customer shall have a duty to account to the Company for the proceeds of that sale. The Customer shall (where able), upon the request of the Company provide a charge in favour of the Company over its assets to secure such proceeds of sale.
- 7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7.5 All metal film and other materials used by the Company in the production of type, artwork, plates, film-setting, negatives, positives and all other items of a like nature shall be and remain the property of the Company.
- 8. PAYMENT**
- 8.1 Subject to Clause 8.2, the price for the Work is payable in full prior to the Company commencing the performance of the Contract, and the Company shall be under no obligation to perform the Contract or take any preparatory steps in respect of the Contract unless and until the price is paid.
- 8.2 The Company may at its sole discretion agree to grant the Customer a credit account facility. To open a credit account a credit application form shall be completed and signed by an authorised officer of the Customer. Any such agreement shall only be valid if confirmed in writing by a duly authorised officer of the Company. In any event, the Company may at its sole discretion amend the terms of or withdraw such credit facility at any time by notice in writing with immediate effect. If the credit account facility is withdrawn, all amounts due or accruing to the Company under any Contract shall become immediately due and payable.
- 8.3 All invoices raised by the Company are to be paid within 30 days of the date of the invoice.
- 8.4 Payment shall only be deemed to be received by the Company from the Customer upon receipt by the Company of cleared funds. Payment shall be made in full without any deduction, set off or abatement on any grounds. The Company may appropriate any payment made by the Customer to any outstanding invoice. The Company may bring an action for the price of the Goods even though the property in them may not have passed to the Customer.
- 8.5 Time for payment of the Contract price shall be of the essence.
- 8.6 The Customer shall indemnify the Company against all expenses and legal costs incurred by the Company in recovering overdue amounts. Interest shall be payable by the Customer on overdue amounts (before as well as after judgement) at the annual rate of eight per cent above the base lending rate of Barclays Bank plc from time to time on the outstanding amount until the Contract price and/or any ancillary costs and/or charges are paid in full. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998, together with administration costs for collecting late payments.
- 8.7 Notwithstanding the grant by the Company of any credit account facility, the Company may prior to the commencement of the Contract and at any time thereafter require the Customer in writing to pay a deposit to the Company by way of security for the performance of the Customer's payment obligations pursuant to the Contract.
- 8.8 If the Company is responsible for the postage costs in respect of the Goods such costs shall be paid to the Company prior to the dispatch of such Goods. If such costs are not so paid the Company may, without incurring liability whatsoever to the Customer, delay dispatch of the goods until payment of the postage costs is made.
- 8.9 Where the Customer requests staged delivery of print and direct mail services, the completed print element is payable on first delivery or first mailing date.
- 8.10 Should the Company, or any of the Company's group of companies or associated companies, be indebted to the Customer or any associated or group Companies of the Customer, then the Customer hereby permits (and shall procure that each of its associated companies and/or group companies from time to time shall permit) the Company to set off such indebtedness against all or any of the indebtedness of the Customer to the Company under the Contract or any other contract entered into between the Company and the Customer.
- 9. VARIATIONS IN QUANTITY**
- 9.1 The Company shall endeavour to deliver the correct quantity of Goods ordered however the manufacturing process may result in over or under production on occasion. Orders are therefore subject to a 5% tolerance either way (plus or minus)
- 9.2 Should a tolerance described in clause 9.1 occur then the price payable by the Customer for the Goods shall be adjusted in accordance with run on or run back prices.
- 10. WARRANTIES AND LIABILITY**
- 10.1 Subject to the terms and conditions set out in this clause 10, the Company warrants to the Customer that the Goods will correspond with their specification at the time of delivery and that the Services will be carried out by the Company with reasonable care and skill.
- 10.2 The warranty in Condition 10.1 above is given by the Company subject to the following conditions:-
- (i) the Company shall be under no liability in respect of any defect in the quality or condition of the goods or their failure to meet specification unless the Customer notifies the Company of such defect in accordance with clause 5.8
 - (ii) the Company shall be under no liability under such warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
 - (iii) the Company shall not be responsible for any colour variations between proof and printed copy
 - (iv) the Company shall be under no liability in respect of errors in Work that has been completed in accordance with a proof approved by the Customer.

- (v) the Company shall be entitled and shall be afforded the facilities to inspect and test the Goods or products into which the Goods have been incorporated and the Company shall be under no liability if such Goods or products are found upon examination by the Company not to be defective and to be in accordance with the specification;
 - (vi) the Company shall be under no liability in respect of any defect in the Goods or the products into which the goods have been incorporated arising from any design or specification supplied by the Customer;
 - (vii) the Company shall be under no liability in respect of any defect arising from wilful damage, negligence, failure to follow the Company's instructions (whether oral or in writing) misuse or alteration of the Goods or the products into which the Goods have been incorporated;
 - (viii) the Company shall be under no liability in respect of any print errors in any or all of their publications unless the Customer notifies the Company of such defect in accordance with clause 5.11
- 10.3 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.
- 10.4 Where work of a digital nature is undertaken the Company shall not be held responsible for breach of any third party's copyright or disk corruption.
- 10.5 Where the Company utilises the Customer's data the Customer warrants and represents that the information supplied is correct at time that it was transferred to the Company and further warrants that it was duly authorised by the data subject to transfer the subject's data to the Company.
- 10.6 Where any valid claim in respect of any Goods or part(s) thereof based on any defect in the quality or condition of the Goods or part(s) thereof or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the goods (or the part(s) in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the goods (or a proportionate part of the price) but the Company shall have no further liability to the Customer.
- 10.7 Nothing in the Contract limits or excludes the Company's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 10.8 Subject to clause 10.7, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of or damage to goodwill;
 - (f) loss of use or corruption of software, data or information;
 - (g) any indirect or consequential loss.
- 10.9 Subject to clause 10.7 and clause 10.8, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the price payable under the Contract
- 10.10 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.
- 11. MATERIAL SUPPLIED BY THE CUSTOMER**
- 11.1 In the event that the Customer supplies film positives or digital artwork they must be produced against the Company's current reproduction specification. It is not the responsibility of the Company to check that this specification has been complied with. Should the Company at any time during the course of production discover that this specification has not been complied with the Company reserves the right (at its absolute discretion) to do all or any of the following:-
- (i) charge for work carried out prior to discovery of the fault;
 - (ii) reject the positives;
 - (iii) bring the positives up to the required standard and charge for any work and materials involved however the Company will not bear any liability arising from such modifications
 - (iv) remove the job from the press, or
 - (v) charge for all and any costs, losses or expenses (including consequential loss) resulting from the delays or disruption caused.
- 11.2 The Company may reject any paper, plates, transparencies, discs or data which do not comply with the Company's specification or other materials supplied or specified by the Customer which appear to the Company to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged to the Customer. Where materials are so supplied or specified, the Company will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials as supplied or specified. Quantities or materials supplied shall be adequate to cover normal spoilage.
- 11.3 All information supplied by the Customer to the Company in a computer readable format is required to be compatible with the systems operated by the Company (which information will be supplied to the Customer on request) from time to time and will be free from any virus. The Customer undertakes to indemnify the Company in respect of any claims, costs and expenses suffered or incurred by the Company as a result of any information supplied to it by the Customer containing a virus or not being compatible with the systems operated by the Company from time to time.
- 11.4 It is the responsibility of the Customer to ensure that it keeps adequate back-up copies of all data it provides to the Company. Accordingly the Company shall in no circumstances be liable for any loss of data or any failure to produce the Goods arising from inaccurate or incomplete data being provided to it by the Customer.
- 11.5 The Customer warrants that it has complied with, and that its obligations in relation to any data transferred to the Company comply in all respects with, the provisions of the Data Protection Act 1998. The Customer undertakes to indemnify and keep indemnified the Company in respect of any claims, costs and expenses incurred by the Company directly or indirectly as a result of a breach by the Customer of any of the provisions of the Data Protection Act 1998.
- 11.6 If, following performance of the Contract, part or all of the paper or other materials supplied by the Customer remain in the Company's possession the Company reserves the right, at the Customer's expense, to destroy or dispose of such Goods, as the Company sees fit unless written arrangements have been made with the Customer for them to be kept standing stock or collected after the completion of the Contract. In the event of any material being kept standing by arrangement with the Customer a rental may be charged on such an amount as the Company deems appropriate. The costs for the collection after completion of the Contract of any material supplied by the customer shall be borne by the Customer. The Company shall not be required to compensate the Customer for any costs or loss incurred in disposing of any paper or other materials supplied by the Customer following performance of the Contract.
- 12. STANDING MATERIAL**
- 12.1 All materials owned by the Company and used by it in the production of printing plates shall remain its exclusive property. Such items when supplied by the Customer shall remain the Customer's property subject to the Company's lien (if any).
- 12.2 The Company reserves the right to distribute or destroy type, film, data, discs, positives, negatives, plates, lithograph or photogravure work immediately after the execution of the Contract unless written arrangements have been made with the Customer for it to be kept standing. In the event of any material being kept standing by arrangement with the Customer a rental may be charged of such an amount as the Company deems appropriate. Any Intellectual Property Rights in artwork, type, film, positives, negatives, plates and the like produced by the Company to fulfil the Customer's order will remain the exclusive property of the Company unless otherwise agreed in writing..
- 12.3 If, following performance of the Contract, part or all of the Goods remain in the Company's possession the Company reserves the right, at the Customer's expense, to destroy or dispose of such Goods unless written arrangements have been made with the Customer for them to be kept standing stock; in the event of any material being kept standing by arrangement with the Customer a rental may be charged on such an amount as the Company deems appropriate.

- 13. TERMINATION**
- 13.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if: (a) the Customer defaults in any of its payment obligations; (b) the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 Business Days after receipt of notice in writing of the breach; (c) any distress or execution is levied upon any assets of the Customer; (d) a winding up petition is filed in relation to the Customer, or where the Customer is an individual, they become subject to a bankruptcy petition or order; (e) the Customer makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a Court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Customer; (f) the financial position of the Customer deteriorates to such an extent that in the opinion of the Company the capability of the Customer adequately to fulfil its obligations in accordance with the Contract has been placed in jeopardy; or (g) the Customer suspends, or threatens to suspend, payment of its debts and/or threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business.
- 13.2 Without limiting its other rights or remedies, the Company may terminate the Contract: (a) by giving the Customer 14 days' written notice; or (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, the Company shall have the right to suspend all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if: (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or (b) the Customer becomes subject to any of the events listed in clause 13.1, or the Company reasonably believes that the Customer is about to become subject to any of them.
- Periodical publications**
- 13.4 In respect of Goods that are printed on a monthly (or less frequent) basis neither party may terminate the Contract unless not less than 13 weeks' notice in writing is provided to the other party; for all other periodically printed Goods the period of written notice shall be not less than 26 weeks to be provided in accordance with the provisions of this clause 13.4.
- 14. ILLEGAL MATTER**
- 14.1 The Company shall not be required to print any matter, which in its opinion (acting reasonably) is or may be of an illegal or libellous nature, or infringes the Intellectual Property Rights of a third party.
- 14.2 The Customer undertakes to indemnify and hold the Company harmless from for and against all claims, costs (including legal fees), demands, fines, expenses and other liabilities whatsoever arising out of the use of any information or copy provided by the Customer to include (but not limited to) breaches of a third party's Intellectual Property Rights
- 15. FORCE MAJEURE**
- 15.1 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- 15.2 If the Force Majeure Event prevents the Company from providing any of the Goods for more than 14 days, the Company shall, without limiting its other rights or remedies, have the right to terminate the Contract (without liability) immediately by giving written notice to the Customer.
- 16. LAW AND JURISDICTION**
- These Conditions and all other express terms of the Contract and any dispute arising out of or in connection with it, shall be governed and construed in accordance with the laws of England. The parties to the Contract agree that the Courts of England shall have exclusive jurisdiction.
- 17. NOTICES**
- Any notice given hereunder must be in writing and may be effected by personal delivery, facsimile, telex or by registered mail postage and (subject, in each case, to proof that such notice was properly addressed and dispatched) if effected by facsimile/telex shall be deemed to be received on the day of sending and if effected by post shall be deemed to be received 48 hours after the date of posting.
- 18. NO ASSIGNMENT**
- The Contract shall be personal to the Customer and shall not nor shall any rights under it be assigned by the Customer without the prior written consent of the Company.
- 19. NO WAIVER**
- No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 20. SUB-CONTACTING**
- The Company will be free to sub-contact any or all of its rights and obligations under these Conditions and/or the Contract as it is its absolute discretion sees fit.
- 21. SEVERENCE**
- 21.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 21.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 22. COPYRIGHT**
- Copyright in all typographical arrangements, artwork, samples or designs prepared by the Company in anticipation of the production of printed matter shall remain vested in the Company unless otherwise agreed in writing by an authorised representative of the Company.
- 23. SPECIFICATIONS**
- All descriptions, specifications, weights, dimensions, capacities, prices, performance ratings and other data quoted or submitted by the Company or included in any sales literature, quotation, price list, acknowledgement of order or other document or information issued by the Company are deemed approximate only, are subject to generally accepted trade tolerances and any samples supplied to the customer are solely for information and as in no way importing any conditions or warranty as to quality, description, fitness or suitability for any particular purpose as the case may be (except where stated in writing to be exact or expressly made of the essence) and subject thereto none of such items or any part thereof shall form part of the Contract (other than as approximations). All specifications, weights, dimensions, capacities and manufacturing tolerances of the Goods may be reasonably adjusted by the Company during the manufacturing process. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company. The Company reserves the right to make any changes to the specification of Goods which are required to conform with any applicable safety or other legal requirements or which do not materially affect their quality or performance.