

# SOURCE LABELS

## Standard conditions of sale

Based on British Printing Industries Federation standard conditions of sale

1. **Estimates** (a) Estimates are subject to confirmation on receipt of orders.
- (b) All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such prices plus the appropriate level of VAT where applicable.
2. **Terms** (a) Net cash by the 30th of the month following the month of delivery.
- (b) In the case of contracts involving more than one delivery, if default is made in payment on due date for any one delivery the seller at his option shall be entitled to treat the contract as repudiated by the buyer and to claim damages accordingly.
- (c) Contracts once accepted cannot be cancelled or amended except by mutual agreement and then only on terms which would fully indemnify the seller.
- (d) The buyer shall not be entitled for any reason whatever to withhold or set-off payment for product delivered.
3. **Delivery** (a) Where contracts provide for a single delivery without specifying a date goods shall be delivered and accepted within 14 days of their being ready.
- (b) Where contracts provide for deferred deliveries all the deliveries shall normally be accepted within 2 months of the first specified delivery or availability date. On expiry of this period the seller reserves the right to charge for any undelivered goods remaining on his premises, further storage then being at the customer's risk and charge.
- (c) Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not vitiate the contract as to the remaining deliveries.
- (d) The seller shall have the option of revising the delivery date or dates prior to the manufacture if circumstances beyond the seller's control prevent the seller keeping to the originally agreed date or dates. The liability of the seller for failure to comply with agreed delivery dates as varied where necessary in accordance with this sub-clause and unless covered by clause 20 shall be limited to the reimbursement to the buyer of the actual loss incurred, but in no case exceeding the value of the goods which are the subject of the contract. In no circumstances (and whether or not involving negligence) shall the seller be liable for any loss of profit or consequential loss or other loss of whatever arising from such failure.
4. **Sellers Warranty** Seller warrants that upon delivery products  
(a) are sold with good title.  
(b) comply within normal trade tolerances with any specifications given on the seller's relevant estimate or confirmation of order.  
(c) are made with sound materials to normal standards accepted in the industry.  
Seller does not warrant that the products are fit for any particular purpose or intended use by buyer and it is for the buyer to satisfy itself that the products are so fit (If the products correspond to any sample supplied or accepted by the seller, they shall be considered to comply with Seller's Warranty).
5. **Minimum order charges** The minimum charge for supplying and processing items held back in stock for "call-off" orders will be the rate applicable to 1000 of the item, irrespective of whether the quantity called is less than that amount. Carriage costs may additionally be incurred for small value orders – see **Carriage** conditions below.
6. **Carriage** Deliveries valued £250 or over (excluding origination costs and VAT) will be carriage paid to UK Mainland addresses when made by the seller's selected carrier. If special carriage is requested seller reserves the right to charge this extra. Deliveries valued below £250 may be liable to a carriage charge at seller's discretion. Part orders will be treated as separate deliveries. Seller reserves the right to charge carriage to destinations off UK mainland.
7. **Quantity variations** (a) A shortage or surplus will be charged pro rata not exceeding 10% where the board content does not exceed 10 tonnes and not exceeding 7½% where the board content exceeds 10 tonnes and will be considered due execution of any contract except as otherwise specifically agreed in writing by the seller and the buyer. Such stated tonnages and percentages to relate to each separate production where contracts provide for deferred deliveries.
- (b) Where sorts work is involved the stated percentages shall apply to the total order quantity, the individual sorts varying above or below the total percentage variation by a further 10%.
8. **Sketches etc** Any sketches, designs or dummy constructions which the seller produces remain the seller's property.
9. **Customer's requirements, printing and construction** Alterations from original copy on and after first proof including alterations in style of construction will be charged extra. Proofs of all work may be submitted for customer's approval and no responsibility will be accepted for any errors in proofs which may be passed by him.
- party arising therefrom
10. **Claims** Complaints or claims will only be entertained if lodged by the buyer within thirty days of receipt of the goods by him, or if related to the transport of the goods within such time as will enable the seller to comply with the time limit and procedures of the carriers by whom the goods were transported. The return of goods will not be accepted unless the seller or his representative shall first have had the opportunity of examining some.
11. **Product shelf life** Seller cannot guarantee suitability of product for machine processing by buyer longer than 6 months from the date of manufacture for products made from virgin material and 3 months for products made from recycled material.
12. **Risk and retention** The risk in the product shall pass to the buyer when the seller delivers the product in accordance with the terms hereof to the buyer or any other person to whom the seller has been authorised by the buyer to deliver the product whether expressly or by implication; thereafter the seller shall not be liable for the safety of the product and the should therefore insure the product. However, the seller shall retain ownership of the product until the seller has received payment in full for the product in accordance with the contract. Nothing in these terms and conditions shall make liable for any consequential loss to the Customer including any expense liability, loss claim or proceeding whatsoever caused by or arising out of the late delivery, non delivery, unsuitability, incompatibility.
13. **Cost variations** The price is subject to revision in the event of any increase or decrease in the cost incurred by the seller between the date of confirmation of the order and the date of delivery to the buyer.
14. **Buyer's property** Buyer's property when supplied will be held at Buyer's risk. Every care will be taken to secure the best results where materials are supplied or specified by the Buyer, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials supplied or specified.
15. **Third party contracts** When the seller supplies the buyer with product whose price has been agreed between the seller and a third party who has contracts relating to the product both seller and buyer, the seller reserves the right to charge for the product at the price currently agreed between the seller and the third party, whether or not the price has been notified to the buyer before delivery of the product by the seller.
16. **Material** Whilst every endeavour will be made to supply material in accordance with the quality of samples submitted or quoted for, the contract is not a contract of sale by sample. Grammage and thickness specifications for board and subject to mill tolerances as specified in the 'British Paper and Board Trace customs 1988'.
17. Any order and delivery shall imply acceptance of our general terms and conditions of sale and renunciation by the client of the precedence of his own conditions of purchase
18. **BS EN ISO 9002 Quality Assurance System** A complete product supplied by the seller which has been produced independent of the system will be marked as such on each delivery of the product.
19. **Machine-readable codes** (a) In the case of machine-readable codes or symbols the printer shall print the same as specified or approved by the customer in accordance with generally accepted standards and procedures.  
(b) The customer shall be responsible for satisfying himself that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended.  
(c) The customer shall indemnify the printer against any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from the failure of the printer to comply with paragraph (a) above which is not attributable to error falling within the tolerances generally accepted in the trade in relation to printing of this sort.
20. **Digital source material** Without prejudice to clause 14 where any text illustration or other matter is supplied to the seller in a digitised form on a disc or through a modem and the data so received is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action, the seller may make a charge for any additional cost thereby incurred. In such circumstances the seller will take every care to secure the best results but shall not be responsible for;  
(a) any imperfect work caused by the unsuitability of such data, and  
(b) any delay in delivering occasioned by the additional work
21. **Force Majeur etc** The performance of all contracts is subject to variation or cancellation by the seller owing to any Act of God, war, strikes, lock-outs, fire, flood, drought, tempest or any other cause beyond the control of the seller or owing to any inability by the seller to procure materials or articles required for the performance of the contract and the seller shall not be held responsible for any inability to deliver caused by any such contingency.
22. **Definition: Buyer/Customer** For the purpose of these conditions, a customer is any party giving the seller instructions and/or orders to execute. A buyer is any party paying for product or services supplied by the seller.