

TERMS AND CONDITIONS OF SALE

1 Definitions

In these conditions "the company" means 4edge Limited and "the customer" means the person or company to whom this document is addressed. The goods are the goods (including an instalment of the goods or any part of them) and services which "the company" has contracted to supply in accordance with the conditions

2 Acceptance of Order

Orders are accepted by 4edge Limited (or "the company") only upon and subject to the conditions of sale as printed herein. Unless expressly accepted in writing any qualification of these conditions by the customer in any written or printed document or otherwise shall be inapplicable.

3 Estimate and Confirmation

(a) A commission of the work described on the estimate will be deemed to have been accepted if the top copy of this form is signed by the Client and returned to 4edge Limited.

(b) The estimate is valid for a period of thirty days only from the date thereof unless previously withdrawn or otherwise stated on the estimate.

4 Cost Variation

Quotations are based on the current costs of production and are subject to amendment by 4edge Limited on or any time after acceptance of the order to meet any rise or fall in such costs or to cover any additional operations which may be found necessary, not allowed for in the quotation or to cover any additional cost due to the making or amendment of any law, order, regulation or byelaw having the force of law (including inter alia any duty tax on import, export, purchase, sale or appropriation or processing of any materials or equipment comprised in the contract). The customer shall be informed of such addition.

5 Value Added Tax

4edge Limited shall be entitled to charge the customer the amount of any Value Added Tax payable on the order whether or not included in the quotation or invoice.

6 Preliminary Work

Work carried out whether experimentally or otherwise at customer's request, will be charged at the prevailing company rate.

7 Samples

Customer's corrections, including alterations in style and the cost of additional samples necessitated by such corrections will be subject to an additional charge. Samples of all work may be submitted for customer's approval and in that event no responsibility will be accepted for any errors in them not corrected by the customer.

8 Delivery

(a) Delivery of work shall be accepted when tendered and thereupon or on notification that work has been completed whichever is the earlier, the property and risk in the work or goods shall pass to the customer.

(b) It shall be the duty of the customer immediately on delivery of the goods processed by 4edge Limited to make an inspection of them in every respect and to satisfy himself of their suitability for the purpose of which they are intended to be used, including for use with any other material.

(c) Claims arising from damage or partial loss of goods in transit must be made in writing to 4edge Limited and the carriers so as to reach them within three days of delivery and claims for non-delivery within 28 days of despatch of goods. All other claims must be made within seven days of delivery.

(d) If no claim is made within the above stipulated time limits the goods delivered shall be deemed to be in all respects in accordance with the contract the customer shall be bound to accept and pay for the goods accordingly.

9 Payment

(a) Payments are due within 30 days from date of invoice unless otherwise agreed with 4edge Limited in writing.

(b) Interest shall be charged on any outstanding balance after 30 days from date of invoice at the rate of 5% over base rate.

(c) The customer shall be liable for all legal costs incurred in 4edge Limited in recovering any outstanding debt owed by the customer to 4edge Limited.

(d) Should expedited delivery be agreed and necessitate overtime or other additional cost, an extra charge may be made.

(e) Should work be suspended at the request or delayed through any default of the customer for a period of 30 days 4edge Limited shall then be entitled to payment for work already carried out and materials specially ordered.

(f) For continuing work, accounts may be submitted by 4edge Limited at the end of each calendar month for work carried out during that month, or at set stages agreed in advance with the customer. Payment will be due within 30 days from submission of account. Such contract may if 4edge Limited so elect be considered as one contract and not severable and if the customer fails to make payment on the due date for payment for that instalment 4edge Limited shall have the option to notify the customer that 4edge Limited treats such failure to pay as repudiation of contract in its entirety without prejudice to any other claim or right 4edge Limited may have for compensation or otherwise.

10 Variations in Quantity

Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon margins of 10% being allowed for overs or shortage, the same to be charged or deducted.

11 Liability

(a) There are no conditions, warranties, guarantees, representations or other terms whether express or implied, statutory or otherwise oral or in writing except as provided herein.

(b) In respect of any delivery date time is not of the essence of the contract and 4edge Limited shall not be liable for any loss to the customer arising from delay.

(c) If 4edge Limited without cause fails to perform in accordance with its obligations under this contract the customer may recover an amount to compensate for any direct physical loss which is suffered as a result of this failure subject always to a maximum aggregate liability of the total invoice value of the services supplied to the customer pursuant to such contract.

(d) 4edge Limited shall be liable for death or personal injury arising from the performance of this contract to the extent that it results from the negligence of 4edge Limited its agents or servants.

(e) 4edge Limited shall not be under any liability of whatsoever kind for any indirect, special or consequential loss howsoever caused (including but not limited to loss of profit) whether or not due to the negligence or wilful default of 4edge Limited or its servants or agents arising out of or in connection with this contract and 4edge Limited shall not be liable for any loss except as provided in this contract.

12 Standing Matter

Artwork used by 4edge Limited shall remain their exclusive property. Customer's films and plates supplied will be returned after the order is executed unless written arrangements are made to the contrary. In the latter event these will be held for a reasonable period.

13 Customer's property

Customer's property and all material supplied to 4edge Limited by or on behalf of the customer will be held, worked on and carried at customer's risk. The customer shall be responsible for effecting insurance on such material whilst on the premises of 4edge Limited.

14 Material Supplied by Customer

(a) 4edge Limited may reject any papers, plates or other materials supplied or specified by the customer which appear to them to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.

(b) Where materials are so supplied or specified responsibility for defective work will not be accepted by 4edge Limited unless this is due to their failure to use reasonable skill and care.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage.

15 General Lien

Without prejudice to other remedies, 4edge Limited shall in respect of all unpaid debts due from the customer have a general lien, on all goods and property in their possession (whether worked or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as they think fit and to apply any proceeds towards such debts.

16 Illegal Matter

(a) 4edge Limited shall not be required to produce any material which in their opinion is or may be of illegal or libellous nature.

(b) 4edge Limited shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous or alleged libellous material produced for the customer or any infringement or alleged infringement of copyright, patent or design.

17 Force Majeure

Every effort will be made to carry out contracts but their due performance is subject to cancellations by 4edge Limited or to such variations as they may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, war, strike, lockout or other labour dispute, fire, flood, drought, legislation or other cause (whether of the foregoing class or not) beyond the control of 4edge Limited.

18 Receivership

In the event of a Receiver being appointed of the customer's property or assets of any part thereof or a Court Order being made or resolution for the winding up of the customer (except for the purposes of amalgamation or reconstruction) or the customer committing any act of bankruptcy or having any bankruptcy petition presented against him then 4edge Limited shall be at liberty forthwith by notice in writing to the Customer to cancel all orders or contracts or any part thereof remaining unfulfilled between 4edge Limited and the customer.

19 Jurisdiction

All contracts shall be deemed to have been made in England and the construction, validity and performance of such concern shall be governed in all respects by English law.

20 Notices

Any notice served hereunder shall be sufficiently served if sent to the usual or last known address of the addressee by first class post and shall be deemed to arrive 48 hours from posting. In proving service it shall be sufficient to show that the letter containing the notice was properly addressed, stamped and posted by first class mail.

21 Invalidity

The invalidity or unenforceability for any reasons of any part of these conditions shall not prejudice or affect the validity or enforceability of the remainder.

22 Waiver

Any time or other indulgence forbearance or concession by 4edge Limited to the customer shall not in any way whatsoever waive, diminish, restrict or prejudice 4edge Limited strict rights under the contract.

23 Title

The Company retains title in respect of all goods supplied until payment in full has been received by the Company

24 Data Protection Act 1998

In order to comply with the requirements of the Data Protection Act 1998 the Customer should be aware that 4edge Limited may transfer information about the Customer to our bankers/financiers for the purposes of providing services and for the following purposes:

(a) Obtaining credit insurance

(b) Making credit reference agency searches

(c) Credit control

(d) Assessment and analysis (including credit scoring, market, product and statistical analysis)

(e) Securitisation

(f) Protecting the Company's interests

4edge Limited will provide the Customer with details of our bankers/financiers and that of any credit reference agencies used upon request.