

Standard Terms and Conditions of Business of Print On Demand Limited (t/a Pod Exhibition Systems)

1. Status of Terms and Conditions

- 1.1. These standard terms and conditions ("The Conditions") shall apply to all contracts for goods and services between Print On Demand Limited t/a POD Exhibition Systems ("The Company") and any person or Company who accepts the quotations for the goods which the Company is to supply in accordance with these conditions ("The Buyer"). In the case of any inconsistency with any order, letter or form of contract sent by the Buyer and the Company or any other communication between the Buyer and the Company (what ever may be their respective dates) the provisions of the Terms and Conditions shall prevail unless expressly varied in writing and, in the case of the Company, signed by a director thereof.
- 1.2. No statement, description, information, warranty, condition or recommendation contained in any price-list, advertisement, documentation or communication or made verbally be any of the agents or employees of the Company shall be construed so as to extend, vary or override any provision of this Contract in any way.

2. Definitions

In these Conditions the following expressions shall have the meanings ascribed to them below:

- 2.1. "The Company" means Print on Demand Ltd;
- 2.2. "The Buyer" means the legal entity with whom the Contract is made by the Company;
- 2.3. "The Goods" means any goods supplied by the Company to the Purchaser in accordance with the order confirmation of the Company which is accepted by the Buyer or any written order of the Buyer which is accepted by the Company;
- 2.4. "The Company's Premises" means the premises of the Company at 2 The Stables, Lower Farm, High Street, Irchester, Northants, NN29 7AB
- 2.5. "The Delivery Date" means the date that the Goods are collected by the Buyer from the Company's Premises or other address specified by the Company, or the date of delivery of the Goods, whichever is applicable;
- 2.6. "The Contract" means the contract between the Company and the Buyer for the supply and/or rental of the Goods.

3. Basis of the sale

- 3.1. The Company shall sell and the Buyer shall buy the Goods subject in either case to the Conditions, which shall govern the Contract to the exclusion of any other items and conditions.

4. Orders and specifications

- 4.1. Notwithstanding that the Company may have given a detailed quotation to the Hirer no order shall be binding on the Company unless and until it has been accepted by the Company.
- 4.2. The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Buyer, and for giving the Company any necessary information relating to the Goods.
- 4.3. No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in Writing of the Company and on terms that the Buyer shall Indemnify the Company in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

5. Price of the Goods

- 5.1. The price of the goods shall be Company's quoted price contained in the order confirmation and except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in Writing between the Buyer and the Company, all prices are given by the Company on a ex works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the buyer shall be liable to pay the company's charges for transport, packaging and insurance.
- 5.2. All prices are exclusive of any applicable value added tax, which the Buyer, shall be additionally liable to pay to the Company.

6. Terms of payment

- 6.1. The Company does not grant credit facilities automatically. Should the Company grant the Buyer credit facilities, payment of all charges shall be made strictly within 30 days of the invoice date. If the Buyer does not have a credit account then payment is to be made with order or on receipt of a pro-forma invoice.

- 6.2. Payment in full shall be due to the Company and the Buyer shall not be entitled to exercise any set-off, lien or any other similar right or claim.
- 6.3. The time of payment shall be of the essence of the Contract;
- 6.4. The Company reserves the right to withdraw credit facilities at any time and without notice;
- 6.5. Without prejudice to any other rights it may have the Company is entitled to charge interest at the rate of 4% above the then prevailing Base Lending Rate of Lloyds Bank plc on all rental charges and other payments which are overdue, such interest to run from the due date for payment until the date when payment in full is received, whether before or after judgement has been obtained.

7. Delivery

- 7.1. Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing although the following delivery guidelines will normally apply following receipt of the Order Confirmation.
- 7.2. If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault, and the Company is accordingly liable to the buyer, the company's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 7.3. If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise that by reason of any cause beyond the Buyers reasonable control or by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company, the Company may;
 - 7.3.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - 7.3.2. sell the Goods at the best price readily obtainable and (after deduction all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

8. Risk and property

- 8.1. Risk or damage to or loss of the Goods shall pass to the Buyer, immediately upon the Goods leaving the Company's premises or price of storage for shipment to the Buyer. The Company is not responsible for damage or shortages that occur in transit.
- 8.2. Notwithstanding delivery and the passing or risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due.
- 8.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's judiciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property. Until the time that the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds, and shall keep all cash proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 8.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to required the Buyer to delivery up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored, protected and insured.
- 8.5. The Buyer shall not be entitled to pledge or in any way change by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Buyer does so all moneys owing by the buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and

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payable.

9. Warranties, liability and Guarantee

- 9.1. The Buyer expressly acknowledges that the Company is not the original manufacturer or supplier of the Equipment, and that the Equipment has been selected by the Hirer as suitable for its purpose. The Buyer accordingly agrees and acknowledges that all conditions, warranties or representations whether express or implied or statutory or otherwise in respect of the Equipment or its fitness for any particular purpose are hereby expressly excluded.
- 9.2. Subject to the Conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of their initial use or twelve months from delivery, whichever is the first to expire.
- 9.3. The above warranty is given by the Company subject to the following conditions:-
 - 9.3.1. the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
 - 9.3.2. the Company shall be under no liability under the above warranty, (or any other condition or guarantee) if the total price for the Goods has not been paid by the due day for payment.
- 9.4. Subject as expressly provided in these Conditions, and except where the Goods 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.
- 9.5. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions Restrictions on Statements Order 1976) the statutory rights of the Buyer are not affected by the Conditions.
- 9.6. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specifications shall (whether or not delivery is refused by the Buyer) be notified to the Company with 48 hours from the date of delivery (or where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, the Buyer does not notify the Company accordingly the Buyer shall not be entitled to reject the Goods and the Company shall have liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. (Valid claims are based strictly on following our Complaints Procedure).
- 9.7. Where any valid claim in respect of any of the Goods which is based on the any defect in the quality or condition of the Goods or their failure to meet specifications is notified to the Company in accordance with the Conditions, the Company shall be entitled to replace or correct the Goods (or part in question) free of charge by the Company shall have no further liability to the Buyer. Please see our Complaints Procedure which is available on request.
- 9.8. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other terms or any duty at common law or under the express terms of the Contract for any consequential loss or damage (either for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Buyer, except as expressly provided in these conditions.
- 9.9. The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

10. Insolvency of buyer

- 10.1. This clause applies if:
 - 10.1.1. the Buyer makes any voluntary agreement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

- 10.1.2. an incumbent takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - 10.1.3. the Buyer causes, or threatens to cease, to carry on business; or
 - 10.1.4. the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer accordingly.
- 10.2. If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Company, and if the Goods 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. Force Majeure

- 11.1. The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in obtaining or delivering the Equipment by the normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lockouts or any other form of industrial action, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of machinery or shortage or unavailability or raw materials or labour from normal sources of supply.

12. Notices

- 12.1. Any notices to be given by either party to the other shall be in writing and may be served either by delivering by hand or sending it by first class post or facsimile transmission in the case of the Company to the Company's Premises. Service by delivery by hand shall be deemed to be effected upon delivery to the relevant address, service by first class post 3 days following the date of posting and service by facsimile transmission upon transmission of the relevant communication.
- 12.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other part at the registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the part giving the notice.
- 12.3. No waiver by the company or any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable to whole or in part of the validity of the other provisions of these Conditions and the remainder of the provisions in question shall be affected thereby.
- 12.5. The Contract shall be governed by the laws of England.

13. Joint and Several Liability

- 13.1. Where two or more persons are a party to the Contract as the Buyer the liability or such persons shall be joint and several.

14. Proper Law

- 14.1. The Contract shall be governed by and construed in accordance with English Law.