

TERMS AND CONDITIONS

(By definition the word Company shall mean Judge Sampson Ltd)

1. Payment terms

a) New Customers:

Bespoke work - A part payment of £50 is required for each new product line or new picture to be purchased.

Goods despatched upon

(i) approval of two satisfactory Trade References and one Banker's reference when a credit account may be opened or a credit reference check carried out.

(ii) payment of a proforma invoice.

Payment is required in full within 30 days of invoice date.

b) If payment of the price or any part thereof is not made by the due date, the Company shall be entitled:

(i) to charge interest on the outstanding amount at a rate of 2% over bank base rate per calendar month on overdue accounts. The customer shall be liable for all costs including legal costs incurred in the collection of sums due to the company

(ii) to require payment in advance of delivery for undelivered goods.

(iii) to refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the customer for non-delivery or any delay in delivery.

(iv) to terminate the contract.

c) Payment Terms

(i) where a discount is allowed for prompt payment, this discount will only be allowed if the payment is received at the Company Head Office by the date specified on the invoice.

(ii) the Company, will not be responsible for delay in the post and have the right to disallow discount where payment has been delayed by either the customer or the postal service.

(iii) the Company reserve the right to charge any debtor a handling fee to cover the costs of administration and bank charges involved in processing and handling any dishonoured payments.

2. Prices

All prices charged are determined by the price ruling at time of order confirmation and are exclusive of Value Added Tax. Prices include carriage where the customer requires delivery to an address in the United Kingdom subject to a minimum order value of £125. Overseas orders are supplied strictly ex works and F.O.B. costs are for the customer's account. Quotations are based on current costs and are valid for a period of 60 days. The Company reserves the right to renegotiate the price of goods if there is a fluctuation in the currency of the country of supply and Sterling, the relevant period for measurement of such fluctuation being between the date of the order confirmation and the date of importation by the Company.

3. Deliveries

Claims for damaged goods or shortages must be reported in writing immediately on receipt of goods and should reach us within 3 days of the delivery date. We must be informed within 7 days of the invoice date of any non-delivery so we can obtain the necessary documentation from the carriers.

The customer is not entitled to reject a delivery on account of any quantity discrepancy, but shall pay pro rata for the quantity actually delivered. Orders are accepted subject to the availability of stocks and will be shipped to the extent of stock availability. At our option the remaining balance will be shipped as soon as further stock is available or shall be treated as cancelled.

Delivery dates are estimated only and the Company is not liable for any loss arising out of delay. If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components or any other cause beyond the reasonable control of the Company a reasonable extension of time for delivery shall be granted.

4. Returns

Returned goods will not be accepted into our warehouse unless written authorisation has been received from the Company by the customer. Goods returned following the receipt of a written authorisation remain the responsibility of the customer until they are received into our warehouse. Returned goods must be sent carriage paid and are subject to a 15% handling charge.

5. Risk

The risk in the goods supplied shall pass: -

(i) where the customer collects or arranges transport, on delivery to the customer or its carrier.

(ii) where goods are otherwise delivered to an address on the British Mainland, on delivery to that address.

(iii) in other cases on delivery to the carrier.

Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Company or to such variation as it may be 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 Company's control.

6. Property

Until we have received full payment for all goods which we have supplied to the customer at any time, the goods shall remain our property and the customer shall store the goods separately and mark them in such a way that they can readily be identified as being our property. The customer shall be at liberty to sell the goods in the ordinary course of business. We may revoke such power of sale if the customer is in default in payment of any sum due to us or if we have bona fide doubts as to the solvency of the customer. The power of sale shall automatically terminate if:

(i) a receiver or administrative receiver is appointed over any of the assets of the customer or the customer goes into liquidation or a petition is presented or an order made for the appointment of an administrator, or the customer becomes bankrupt or an interim order is made in respect of him, or

(ii) the customer suffers any similar proceedings, or

(iii) the customer becomes insolvent within the meaning of section 123 or 268 of the Insolvency Act 1986 or any other law relating to the insolvency.

Upon termination of the customer's power of sale, the customer shall immediately place the

goods at our disposal and we shall be entitled to enter any premises of the customer for the purpose of removing our goods.

7. Retention of title

Title to these goods shall remain vested in the Company and shall not pass to the Buyer until the purchase price for these Goods has been paid in full and received by the Company. Until title to the Goods passes:

(i) the Company shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Goods;

(ii) the Company and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the Goods, or any part are stored, or upon which the Company reasonably believes them to be kept;

(iii) the Buyer shall store or mark the Goods in a manner reasonably satisfactory to the Company indicating that title to the Goods remains vested in the Company; and the Buyer shall insure the Goods to their full replacement value, and arrange for the Company to be noted on the policy of insurance as the loss payee.

Irrespective of whether title to the Goods remains vested in the Company, risk in the Goods shall pass to the Buyer upon delivery.

8. VAT

Where applicable VAT will be added at the appropriate rate at the date of supply.

9. Third Party Claims

a) If any claim is made against the customer that goods supplied by us and not altered in any material respect:

(i) infringe any patent, registered design, copyright design right or similar rights in the United Kingdom (or other country to which the goods are delivered by us) or that sale or use (for the intended purpose) in any such country by the customer or direct or indirect purchasers from the customer constitutes such infringement or that sales in the United Kingdom or such other country under the trade marks or get up under or in which such goods are sold by us is an infringement of any trade mark or amounts to passing off or unfair competition, or

(ii) are defective or not reasonably fit for their intended purpose, then the customer shall promptly notify us of such claim and promptly pass to us unanswered all documents and communications received in connection with such claim. The customer shall not make an admission of false liability or compromise any claim without written consent and shall permit us to defend such claim (and prosecute or defend any appeal) in the customer's name. The conduct of such proceedings shall be in our absolute discretion and we will (provided the customer and all direct and indirect purchasers from the customer take no part in such proceedings without our written consent) indemnify the customer against all costs and damages in connection with such claim except so far as arising in consequence of any matter applied to the goods or packaging used at the customer's request.

b) Except as provided in (a) neither we nor our officers, employees or agents shall be liable in any way, whether in contract or in tort, if it shall be alleged or held in that the possession, resale or use of goods supplied by us is an infringement of any patent, copyright, design right, registered design, trade mark or similar right amounts to passing off or unfair competition, whether in the United Kingdom or elsewhere except

(i) in circumstances where such exclusion would fail to satisfy the requirement of reasonableness contained in the Unfair Contract Terms Act 1977 or any statutory enactment or modification or

(ii) if the customer is a consumer within the meaning of the Act.

10. Third Party Rights

Any order involving reproduction from existing drawings, pictures, photographs or three dimensional objects, or involving special packaging, is accepted on the understanding that the customer is the owner of any copyright, design right, patents or registered designs (or any similar rights) or conversion arising out of such reproduction and against all costs incidental to or consequent on any such claim. Customer's property and all property supplied to the Company by or on behalf of the customer will be held, worked on, and carried at customer's risk.

11. Defect

Our liability in respect of defective goods is, except as set out in these conditions, limited to replacement of such goods and we will not be liable whether in contract or in tort for any consequential loss however arising except

(i) in circumstances where such exclusion would fail to satisfy the requirement of reasonableness contained in the Unfair Contract Terms Act 1977 or any statutory enactment or modification or

(ii) if the customer is a consumer within the meaning of that Act.

12. Waiver

These conditions can only be varied in writing signed by a director. No other person has authority to agree any variation on our behalf. These conditions prevail over any inconsistent terms and conditions offered by the customer. The Company will not be bound by any of its documents, unless the customer specifically states in writing separately from such terms that it intends such terms to apply and the Company accepts such notification in writing signed by a director.

13. Law

The contract shall be covered by English law and the English Courts shall have jurisdiction to determine any dispute.

14. Exclusive Orders

Where items are printed for customers' exclusive orders, the Company has the right to deliver and invoice +10% or -10% of the quantity ordered.