

ARGOLIN LTD - TRADING TERMS AND CONDITIONS

For further information please contact:

Customer Services on 01428 725023 or sales@argolin.com

1 BASIC CONDITIONS

- 1.1** These conditions apply to all quotations, orders and contracts for goods or services supplied by Argolin Ltd ("we") to the Buyer ("you"). They exclude all other terms, including terms in any purchase order, order confirmation or similar document.
- 1.2** Quotations are given in good faith and are valid for 30 days unless stated otherwise. Orders are offers to purchase and are not binding until accepted by us. We may amend quotations or correct clerical, typographical or pricing errors before acceptance.
- 1.3** By placing an order, whether by purchase order, email, telephone instruction or other written confirmation, you accept these conditions.
- 1.4** These conditions supersede any earlier conditions. Any variation must be agreed by us in writing, otherwise it is not binding.
- 1.5** You must check any quotation, acknowledgement, drawing, sample, prototype, specification or confirmation we issue and notify us promptly of any discrepancy before manufacture or delivery. We may charge for goods ordered if you do not notify us in time.

2 PRICES

- 2.1** Our quoted price may be increased if the quantity ordered is smaller than quoted, the specification changes, or you require delivery by instalments or different delivery arrangements. We charge VAT at the current rate applicable.
- 2.2** When we have opened a Credit Account, time for payment is of the essence. Invoices must be fully settled by the last day of the month following the month of invoice or despatch, without deduction, set-off or counterclaim.
- 2.3** Where there is no Credit Account, we may require payment with order or before despatch.

3 INTEREST

- 3.1** Interest on overdue invoices accrues daily from the day after payment became due until payment. We may charge interest, compensation and recovery costs in accordance with the Late Payment of Commercial Debts legislation or any other lawful contractual rate agreed in writing.

4 LATE PAYMENT AND DELIVERY

- 4.1** Failure to pay all or part of a contract will entitle us to suspend production, further work, deliveries and any Credit Account. Orders may then only be terminated at our option.
- 4.2** Delivery dates and lead times are estimates unless expressly agreed in writing as fixed. You must arrange to take delivery whenever we offer the goods. We accept no liability for late delivery, short delivery or failure caused by circumstances outside our reasonable control. If you fail to accept delivery, we may charge storage, handling and re-delivery costs.

5 QUANTITY AND TOLERANCES

- 5.1** You must take delivery even if the quantity delivered is greater or less than ordered, and you accept normal manufacturing tolerances in size, thickness, density, colour, finish and appearance, provided that:
- (a) the discrepancy does not exceed 10% of plain items and 15% of printed items;
 - (b) the price is adjusted pro rata to the discrepancy.

6 MATERIALS AND SUBSTITUTION

- 6.1** Unless agreed otherwise in writing, we may use materials of no lesser performance or suitability than those quoted. You accept reasonable variations in material colour, finish, thickness, density, surface appearance, compression, settling or distortion.

7 PRICE VARIATIONS

- 7.1** If there is any change in the cost of raw materials, bought-in goods, tooling, labour, energy, carriage or other costs required to fulfil the order, the price may be subject to appropriate variation.

8 MINIMUM ORDER CHARGE

- 8.1** We operate a minimum order charge which we may alter without prior notice and which can be notified to you on request.

9 TOOLING & ARTWORK

- 9.1** All tooling, die-formes, patterns, drawings, specifications, artwork, CAD files, samples, prototypes and similar items that we create or supply for your order remain our property, even if you have contributed towards the cost. You must not copy, reproduce or use our designs or technical solutions without our written consent. We may dispose of these items if not used for two years.

10 TITLE

- 10.1** The goods are at your own risk from the time we deliver them to you.

- 10.2** In spite of delivery having been made, we retain title to the goods until:

- (a) you have paid in full the price plus VAT; and
- (b) you owe us no other amounts.

- 10.3** Until title has passed, you must hold the goods as bailee for us, store and insure them safely and keep them identifiable where reasonably practicable. Upon request, you must return any goods for which title has not passed. If you fail to do so, we may, where lawful, enter premises where the goods are situated to repossess them.

*Generally, "bailee" means a person to whom goods are entrusted without transfer of ownership.

11 ACCEPTANCE OF GOODS

- 11.1** You must inspect the goods on delivery and notify us in writing of any damage, shortage, incorrect goods or discrepancy within 3 working days. It is agreed that you will have accepted the goods seven days after date of despatch.

- 11.2** After acceptance, you are not entitled to reject goods which are not according to the contract.

- 12** Nothing in these conditions limits any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence or fraud. Subject to this, we are not liable for indirect, consequential, economic or special loss, and our total liability is limited to the price paid for the goods or services giving rise to the claim. You are responsible for ensuring the goods are suitable for their intended use unless we have accepted specific performance requirements in writing.

13 CONFIDENTIALITY

- 13.1** All specifications, patterns, drawings, photographs, samples, pricing, technical and other confidential information provided by either party remains that party's property and must not be disclosed without written consent, except where required by law. It must be returned if requested where reasonably practicable.

14 LAW AND JURISDICTION

- 14.1** This contract is subject to the law of England and Wales and the courts of England and Wales have exclusive jurisdiction.