

R & K ROBINSON CONDITIONS OF SALE

1. PRICE VARIATION

All quotations supplied by R & K Robinson are valid for 30 days unless otherwise stated and are based on current costs of production. Unless otherwise agreed, they are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

2. TAX

All prices quoted are subject to the addition of value added tax where applicable.

3. PRELIMINARY WORK

All work carried out whether experimentally or otherwise at the customer's request shall be charged for. This will include any orders placed on a proofing only basis. Should any order not be cleared for printing by the customer, R & K Robinson reserve the right to charge for all preliminary work and artwork costs after a period of 30 days following the issue of proofs.

4. COPY

A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

5. SPECIFICATION

All quotations are made on the basis of using industry standard paper colours. Ink colours can only be guaranteed if Pantone references or CMYK values are provided. Solid Pantone chips on coated and uncoated stock can be supplied to the customer if required. We can match ink colours as close as possible to a supplied sample but individual interpretation must be accepted by the customer.

6. PROOFS

Proofs for all work may be submitted for customer's approval and R & K Robinson shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby may be charged extra. Acceptance of a proof may only be made to R & K Robinson in writing by post or by email.

7. DELIVERY AND PAYMENT

- (a) Prices quoted are net and are in sterling unless otherwise agreed.
- (b) Accounts are due for payment not later than 30 days from the end of the month in which the invoice is raised unless otherwise agreed prior to the commencement of the work. Payments can be made to R & K Robinson by BACS, cheque or cash.
- (c) The ownership of the goods shall remain with R & K Robinson until payment has been received in full. Should payment not be made in line with agreed terms we reserve the right to refer the sums outstanding to an external collections agency and apply statutory Late Payment charges and interest.
- (d) Unless otherwise specified the price quoted includes delivery to one UK mainland address. Additional deliveries, timed deliveries and non-UK mainland deliveries will be charged extra.
- (e) Should expedited delivery be agreed extra charges may be applied to cover any costs involved.
- (f) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days R & K Robinson shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

8. VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered, however there may be occasions where the quantity may be above or below the quantity ordered by up to a maximum of 10%. Any overs will be charged at the full rate.

9. CLAIMS

Advice of damage, delay or partial loss of goods in transit or non-delivery must be given in writing to R & K Robinson within three clear days of delivery and any claim in respect thereof must be made in writing to R & K Robinson within seven clear days of delivery. All other claims must be made in writing to R & K Robinson within 28 days of delivery. R & K Robinson shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that:

- (a) it was not possible to comply with the requirements and
- (b) advice (where required) was given and the claim made as soon as reasonably possible.
- (c) R & K Robinson will not be held responsible for any consequential loss incurred as a result of accidental error. We will however, agree to replace any faulty goods should responsibility be accepted.

10. LIABILITY

R & K Robinson shall not be liable for any loss to the customer arising from delay in transit not caused by ourselves.

11. ARTWORK SUPPLIED BY THE CUSTOMER

Where the customer provides print ready artwork, R & K Robinson will not be responsible for the quality of the finished product, provided that all instructions received with such artwork have been followed.

12. EMERGENCY ORDERS

Certain procedures are followed by R & K Robinson to ensure that all products despatched are of merchantable quality. If the customer requests we by-pass any such procedures (ie proofs) in order to effect a quicker delivery, the customer must provide a disclaimer in writing so that responsibility for the appearance of the finished goods is passed back to the customer.

13. INSOLVENCY

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, R & K Robinson without prejudice to other remedies shall:

- (a) have the right to not proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and
- (b) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and apply the proceeds towards such debts.
- (c) in the event of the customer not settling all outstanding debts in line with the credit agreement arranged with R & K Robinson, we reserve the right to withdraw all credit facilities and/or to reclaim the goods.

14. ILLEGAL MATTER

R & K Robinson shall not be required to print any matter which in our opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. R & K Robinson shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid in a lawyer's advice in settlement of any claim.

15. PAPER STORAGE

To keep paper in optimum condition, certain storage criteria must be met. No liability will be accepted for issues arising with the paper if the following conditions are not met:

- (a) Stationery should be stored at a room temperature between 16C and 25C (60F - 75F).
- (b) Time should be allowed for paper to acclimatise to room conditions when transferring from a cold room to a warm room.
- (c) Stationery should be kept in original boxes until required for use.
- (d) Boxes should be stored lid uppermost and not directly touching a floor. They should not be stored close to pipes, radiators, hot air ducts, open windows or such like.
- (e) Boxes should not be stacked more than five high and should not have any heavy weights placed upon them. They should be supported squarely at the bottom and any partly used boxes should be placed as the top box rather than within a stack.

16. FORCE MAJEURE

R & K Robinson shall be under no liability if unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to R & K Robinson elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

17. LAW

These conditions and all other terms of the contract shall be governed and construed in accordance with the laws of England.