

R & K ROBINSON CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

"Conditions"	the standard terms and conditions of sale and supply set out in this document together with any special terms agreed in Writing between R & K Robinson and the Customer.
"Contract"	the contract between R & K Robinson and the Customer for the sale and purchase of the Products and/or the supply of Services, incorporating these Conditions.
"the Customer"	the persons, firm or company who purchases the Products or Services from R & K Robinson.
"Force Majeure"	any act, event, omission or accident beyond R & K Robinson's reasonable control which shall include acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, epidemic, insurrection or civil disturbance; terrorism, governmental actions; acts of a third party; strikes, lockouts or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; restraints or delays affecting carriers; malicious damage or acts of hackers; failure in information technology or telecommunications services; failure of a third party software manufacturer; a Virus that cannot be detected or controlled by the use of reasonable anti-virus protective measures.
"In Writing"	communication by letter, fax or email.
"Products"	any R & K Robinson products to be supplied and/or delivered to the Customer or third parties on a Customer's behalf under the Contract (including any part or parts of them).
"Service/Services"	the services (if any) which R & K Robinson is to perform pursuant to or in connection with the Contract.
"Sign-Off"	the Customer's final approval of the Product proofs by signature of a form given to it by R & K Robinson or it's acceptance, in Writing, of the final proof.
"Supplied Items"	materials and components for the Products supplied by the Customer, it's agents or third party suppliers to R & K Robinson.
"Virus"	any virus, worm, Trojan horse, logic bomb, time bomb, software locks, drop-dead devices, back door, trap door and any similar form of code which causes harm, damage or impedes the functionality or performance of any computer system or data.
"Working Day(s)"	9.00am to 5.30pm Monday to Friday excluding bank holidays.
"Written Notice"	notice from one party to another by letter (excluding fax, email and comparable means of communication).

2. ACCEPTANCE AND AMENDMENT

- 2.1 Subject to any variation under clause 2.5 the Contract will be on these Conditions to the exclusion of all other terms and conditions and all previous oral or written representations. No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract whether or not such document is referred to in the Contract.
- 2.2 R & K Robinson may provide a quotation to the Customer by post, fax, email, electronic transfer or verbal communication.
- 2.3 Provided that R & K Robinson has not previously withdrawn it, a quotation given by R & K Robinson is only valid for a period of 30 Working Days from its date, unless otherwise expressly agreed by R & K Robinson in Writing. Each order or acceptance of a quotation for Products or Services by the Customer shall be deemed to be an offer by the Customer to purchase Products or Services subject to these Conditions.
- 2.4 No order placed by the Customer shall be deemed to be accepted by R & K Robinson until the order is either acknowledged by R & K Robinson in Writing or (if earlier) R & K Robinson delivers the Products or performs the Services.
- 2.5 These Conditions apply to all sales of Products and Services by R & K Robinson and any variation to these Conditions and any representations about the Products or Services shall have no effect unless expressly agreed in Writing and signed by an authorised representative of R & K Robinson.

3. SPECIFICATION

- 3.1 We can only guarantee ink colours if Pantone references are provided. We can colour match as close as possible to a supplied sample but individual interpretation must be accepted by the Customer.
- 3.2 R & K Robinson may make any changes to the specification, design, materials or finishes of the Products or provision of the Services which, in R & K Robinson's reasonable opinion, do not materially affect their quality or performance.

4. SIGN OFF

- 4.1 R & K Robinson will provide the Customer with one set of proofs of the Products prior to print, which the Customer will proof read and, if necessary, edit before returning to R & K Robinson for amendment, if amendment is necessary. Additional proofs supplied because of Authors Corrections may be charged extra. Prior to print but following final checking of the proof, R & K Robinson will ask the Customer to Sign-Off the proof.
- 4.2 Following Sign-Off R & K Robinson will not be responsible for errors in the printed Products unless it has failed to print strictly in accordance with the proofs Signed Off by the Customer.
- 4.3 The Customer shall pay for any re-prints that may be necessary due to the Customer's failure to amend the proofs correctly prior to Sign Off. R & K Robinson shall produce at no additional cost to the Customer any re-prints that may be necessary due to R & K Robinson's failure to print the Products strictly in accordance with the approved versions.
- 4.4 R & K Robinson may charge the Customer an additional charge (which may include standing time if a printing press or other equipment is subsequently inactive) if alterations, additional proofs and/or other works are carried out:
- 4.4.1 at the Customer's request after proofs or samples have been Signed Off;
 - 4.4.2 where style, type or layout is left to R & K Robinson's judgement and the Customer requests variations to that aspect or aspects of the proof; or
 - 4.4.3 where drawings, proofs or other instructions supplied to R & K Robinson by the Customer are not clear and/or legible.

5. CANCELLATION OF ORDERS

- 5.1 No order which has been accepted by R & K Robinson may be cancelled by the Customer except with the agreement of R & K Robinson in Writing and on the terms that the Customer shall indemnify R & K Robinson in full against all losses including any loss of profit or any indirect or consequential loss or damage (whether for loss of business, depletion of goodwill or otherwise), costs (including the cost of all labour and materials used), expenses, damages, charges or other claims for consequential compensation whatsoever suffered or incurred by R & K Robinson as a result of such cancellation, subject to R & K Robinson's obligation to mitigate its loss.
- 5.2 Orders for Products that are, in R & K Robinson's opinion, standard stock items may be cancelled by Written Notice to R & K Robinson received before the Products are allocated to the Contract.

6. DELIVERY/RISK

- 6.1 If the Customer has any special requirements regarding delivery (including in relation to the quantity of Products delivered, place of delivery or method of delivery) the Customer shall request this in Writing at the time of ordering. Delivery is normally made to the Customer within 10 working days of placing the order directly from our Supplier by courier. The estimated lead time is advised at the outset of the Contract.
- 6.2 R & K Robinson will make every endeavour to adhere to any delivery date specified in the Contract but does not guarantee that any goods will be delivered by such date and R & K Robinson shall not be liable for any loss or damage of any kind and howsoever arising by reason of any failure on the part of R & K Robinson to deliver on such stated date. R & K Robinson reserve the right to make an additional charge in respect of work required sooner than the normal delivery time requisite for its proper production.
- 6.3 R & K Robinson can only consider a claim by the Customer in Writing for damage or shortage of goods within 7 Working Days of delivery. R & K Robinson can only consider a claim by the Customer in Writing for non-delivery of goods within 10 Working Days of the date of invoice.

6.4 Unless otherwise expressly agreed in Writing between the parties, if R & K Robinson delivers to the Customer a quantity of Products of up to 10% more or less than the quantity ordered, the Customer shall not be entitled to object to or reject the Products or any of them by reason of the surplus or shortfall and shall pay for such Products at the pro rata Contract rate.

7. OWNERSHIP

7.1 Ownership of the Products shall not pass to the Customer until R & K Robinson has received in full (in cash or cleared funds) all sums due to it in respect of the Products and Services and all other sums which are or which become due to R & K Robinson from the Customer on any account.

7.2 Until ownership of the Products passes to the Customer, the Customer must;

- 7.2.1 store the Products separately from all other Products of the Customer or any third party in such a way that they remain readily identifiable as R & K Robinson's property.
- 7.2.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products.

7.3 R & K Robinson shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from R & K Robinson.

7.4 The Customer grants R & K Robinson an irrevocable license at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

8. PRICES

8.1 All quotations are made on the basis of the use of industry standard paper colours. If the Customer wishes to use other colours, R & K Robinson may charge an additional charge.

8.2 Unless otherwise agreed in Writing, the price payable by the Customer shall be the price set out in R & K Robinson's quotation. All prices quoted are subject to the addition of VAT at the standard rate unless otherwise stated.

8.3 Prices may be altered by R & K Robinson without notice to the Customer (although we will endeavour to give reasonable notice to the Customer verbally or in Writing) in the following circumstances:

- 8.3.1 any change in delivery dates, quantities or specifications for the Products or Services requested by the Customer; or
- 8.3.2 any delay in R & K Robinson receiving Supplied Items or receiving Supplied Items of inferior quality which require replacing; or
- 8.3.3 any delay caused by any instruction of the Customer or failure of the Customer to give R & K Robinson adequate information or instructions.

9. PAYMENT

9.1 Unless otherwise agreed in Writing or stated on R & K Robinson's quotation, invoices are due for payment by the Customer no later than 30 days from the end of the month in which the invoice is raised.

9.2 R & K Robinson reserves the right at any time before proceeding or proceeding further with a Contract to demand full or partial payment of monies due and payable under the Contract between R & K Robinson and the Customer.

9.3 Payment will not be deemed to have been received until R & K Robinson has received cleared funds.

9.4 If the production or delivery of the Products or the provision of the Service is suspended at the request of the Customer or delayed due to the default of the Customer, R & K Robinson may charge the Customer for the work carried out to such time, any materials ordered for the Customer and any other additional costs incurred as a result of such suspension or delay, and such charge shall be payable immediately by the Customer.

9.5 R & K Robinson can accept payment by Credit or Debit card from the Customer up to the value of £1,000.00. For all transactions over this amount, R & K Robinson can only accept payment by BACS or by cheque.

10. CONDITIONS, WARRANTIES AND QUALITY

10.1 R & K Robinson warrants that the Services will be provided with reasonable care and skill.

10.2 R & K Robinson warrants that (subject to the other provisions of these Conditions) upon delivery and for a reasonable period of time from the date of delivery the Products will be of satisfactory quality within the meaning of the Sale of Goods Act 1994. Unless otherwise expressly agreed in Writing between the parties, R & K Robinson will have sole discretion to determine what constitutes a reasonable period of time for the purposes of this clause taking certain factors into account (including the Customer's storage procedures).

10.3 R & K Robinson shall not be liable for any defects in the Products or in the performance of the Services, or for breach of the warranty in clauses 10.1 and 10.2 if:

- 10.3.1 the defect arises because the Customer failed to follow R & K Robinson's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or
- 10.3.2 Customer alters or repairs such Products without the written consent of R & K Robinson; and/or
- 10.3.3 the defect in such Products arises from any design defect in any drawing, design or specification supplied or approved by the Customer or from the Customer failing to amend the proofs correctly prior to Sign Off.

11. PAPER STORAGE

11.1 Paper is liable to be affected by variations in temperature and humidity. Variations in humidity are the most serious and will, by changing the moisture content of the stationery, alter its size and strength characteristics. Paper exposed to extremes of humidity may be permanently damaged. Stationery should be stored at a temperature between 16C and 25C (60F - 75F). If stationery is transferred from a cold room to a warm room it will experience a temporary warp. In this case time will be allowed for it to become acclimatised before being used. Stationery should be kept in the original boxes until required for use. The 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. Boxes should not be stacked more than five high, should be supported squarely at the bottom and should have no heavy weights placed upon them. Partly used boxes should not be placed within a stack but may be placed as the top box in a stack of five.

11.2 No liability will be accepted if condition 11.1 is not adhered to.

12. FORCE MAJEURE

12.1 R & K Robinson shall not be deemed to be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure. R & K Robinson reserves the right to defer the date of delivery or to cancel the Contract, or reduce the volume of the Products and/or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to Force Majeure.

13. GENERAL

13.1 Notices shall be deemed to have been served two Working Days after being posted by first class post; if delivered by fax or email at the time of sending provided that a confirming copy is sent by first class post to the other party within 24 hours.

13.2 This Contract shall be governed by and construed in accordance with English Law and each party agrees to submit to the exclusive jurisdiction of the English Courts.