

## TERMS AND CONDITIONS OF SALE

Issued by Impie Limited

### 1. Definitions

In these conditions "the company" means Impie Limited and "the customer" means the person or company to whom this document is addressed. The goods are the goods (including an instalment of the goods or any part of them) and services that "the company" has contracted to supply in accordance with the conditions

### 2. Acceptance of Order

Orders are accepted by Impie Limited (or "the company") only upon and subject to the conditions of sale as printed herein. Unless expressly accepted in writing any qualification of these conditions by the customer in any written or printed document or otherwise shall be inapplicable.

### 3. Quotes and Confirmation

(a) A commission of the work described on the quote will be deemed to have been accepted when the customer notifies Impie Limited by post, email, telephone or fax.

(b) Any quote is valid for a period of thirty days only from the date thereof unless previously withdrawn or otherwise stated on the quote.

(d) Quotes are "ex works" and unless otherwise agreed in writing delivery will be charged extra.

(e) All special offers will be completed to the same or similar specification as the main order placed and subject to artwork constraints.

(f) All quotes are based on the submission of electronic files in print ready pdf format via the Internet, ftp server, email or on disc. There may be a charge levied for any files submitted in any other format.

### 4. Cost Variation

Quotations are based on the current costs of production and are subject to amendment by Impie Limited on or any time after acceptance of the order to meet any rise or fall in such costs or to cover any additional operations which may be found necessary, not allowed for in the quotation or to cover any additional cost due to the making or amendment of any law, order, regulation or byelaw having the force of law (including inter alia any duty tax on import, export, purchase, sale or appropriation or processing of any materials or equipment comprised in the contract). The customer shall be informed of such addition.

### 5. Value Added Tax

Impie Limited shall be entitled to charge the customer the amount of any Value Added Tax payable on the order whether or not included in the quotation or invoice.

### 6. Preliminary Work

Work carried out whether experimentally or otherwise at customer's request, will be charged at the agreed rate.

### 7. Proofs

(a) Please note Impie Limited will supply a visual proof where applicable.

(b) Customer's corrections, including alterations to files and the cost of additional samples necessitated by such corrections will be subject to an additional charge. No responsibility will be accepted for any errors in the final job where proofs submitted for customer's approval are not corrected by them or for any errors in the final job where a proof has not been requested. In the case of colour work whilst the company will endeavour to match to the proof and previous copies, the customer accepts that there may be a slight variation resulting from factors outside the company's control.

### 8. Delivery

(a) Delivery of work shall be accepted when tendered and thereupon or on notification that work has been completed whichever is the earlier, the property and risk in the work or goods shall pass to

the customer. \* Please note current lead times are subject to change, please read the quotation for more details.

(b) It shall be the duty of the customer immediately on delivery of the goods processed by Impie Limited to make an inspection of them in every respect and to satisfy himself of their adherence to specification.

(c) Claims arising from damage or partial loss of goods in transit must be made in writing to Impie Limited so as to reach them within 5 working days of delivery and claims for non-delivery or faulty goods within 7 days of dispatch of goods.

(d) If no claim is made within the above-stipulated time limits the goods delivered shall be deemed to be in all respects in accordance with the order the customer shall be bound to accept and pay for the goods accordingly.

#### 9. Variations in Quantity

The company reserve the right to charge for any additional items produced over the amount ordered or reduce the invoice for any under supply within the following limits: plus/minus 10%.

#### 10. Faulty Goods

(a) If the work is defective so that the customer may in law reject it, the customer must advise Impie Limited within 7 working days of delivery, if not sooner, failing which the customer will be deemed to have accepted the work.

(b) In the event of any rejections, Impie Limited reserve the right to request the return of the work for inspection. Should the claim of defect be found to be valid, the work will be rectified within 10 working days (or as soon as feasibly possible) and the cost of any return postage refunded.

(c) Should agreement not be reached as to whether the work is defective, the advice of the FSB will be sought and their decision will be final.

#### 11. Payment

(a) Impie Limited will ask for part or full payment in advance of starting the job unless terms have been agreed.

(b) Where 30 day accounts have been agreed, payments are due within 30 days from date of invoice.

(c) All work carried out shall be charged and includes any preliminary work undertaken whether or not the buyer agrees to that work being taken forward into production.

(d) In accordance with The Late Payment of Commercial Debt (Interest) Act 1998 and The Late Payment of Commercial Debt Regulations 2002, we shall charge a late payment fee of £40 plus interest as per [www.payontime.co.uk](http://www.payontime.co.uk) for any payment not received on time.

(e) The customer shall be liable for all legal costs incurred in Impie Limited in recovering any outstanding debt owed by the customer to Impie Limited.

(f) Should expedited delivery be agreed and necessitate overtime or other additional cost, an extra charge may be made.

(g) Should work be suspended at the request or delayed through any default of the customer for a period of 30 days Impie Limited shall then be entitled to payment for work already carried out and materials specially ordered.

#### 12. Liability

(a) There are no conditions, warranties, guarantees, representations or other terms whether express or implied, statutory or otherwise oral or in writing except as provided herein.

(b) In respect of any delivery date time is not of the essence of the contract and Impie Limited shall not be liable for any loss to the customer arising from delay.

(c) If Impie Limited without cause fails to perform in accordance with its obligations under this contract the customer may recover an amount to compensate for any direct physical loss which is suffered as a result of this failure subject always to a maximum aggregate liability of the total invoice value of the services supplied to the customer pursuant to such contract.

(d) Impie Limited shall not be liable for death or personal injury arising from the performance of this contract to the extent that it results from the negligence of Impie Limited its agents or servants.

(e) Impie Limited shall not be under any liability of whatsoever kind for any indirect, special or

consequential loss howsoever caused (including but not limited to loss of profit) whether or not due to the negligence or wilful default of Impie Limited or its servants or agents arising out of or in connection with this contract and Impie Limited shall not be liable for any loss except as provided in this contract.

#### 13. Artwork used by Impie Limited

Shall remain the property of its author. It is therefore the responsibility of the customer to maintain an original electronic file, Impie Limited will take no responsibility for maintaining customers artwork. Customers' files or hard copy supplied will only be returned after the order has been completed if requested in writing by the customer and agreed by Impie Limited at time of order. Any files supplied to Impie Limited may be held for a period of time at their discretion but may be subject to a storage charge (as per current price list) should the customer expressly request them to do so. Returning artwork files are subject to current price list.

#### 14. Customer's property

Customer's property and all material supplied to Impie Limited by or on behalf of the customer will be held, worked on and carried at customer's risk. The customer shall be responsible for effecting insurance on such material whilst on the premises of Impie Limited.

#### 15. Material Supplied by Customer

(a) Impie Limited may reject any papers or other materials supplied or specified by the customer which appear to them to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.

(b) Where materials are so supplied or specified Impie Limited will not accept responsibility for defective work unless this is due to their failure to use reasonable skill and care.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage.

#### 16. General Lien

Without Prejudice to other remedies, Impie Limited shall in respect of all unpaid debts due from the customer have a general lien, on all goods and property in their possession (whether worked or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as they think fit and to apply any proceeds towards such debts.

#### 17. Illegal Matter

(a) Impie Limited shall not be required to produce any material which in their opinion is or may be of illegal or libellous nature.

(b) Impie Limited shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous or alleged libellous material produced for the customer or any infringement or alleged infringement of copyright, patent or design.

#### 18. Force Majeure

Every effort will be made to carry out contracts but their due performance is subject to cancellations by Impie Limited or to such variations as they may find 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 control of Impie Limited.

#### 19. Receivership

In the event of a Receiver being appointed of the customer's property or assets of any part thereof or a Court Order being made or resolution for the winding up of the customer (except for the purposes of amalgamation or reconstruction) or the customer committing any act of bankruptcy or having any bankruptcy petition presented against him then Impie Limited shall be at liberty forthwith by notice in writing to the Customer to cancel all orders or contracts or any part thereof remaining unfulfilled between Impie Limited and the customer.

#### 20. Jurisdiction

All contracts shall be deemed to have been made in England and the construction, validity and performance of such concern shall be governed in all respects by English law.

#### 21. Notices

Any notice served hereunder shall be sufficiently served if sent to the usual or last known address of the addressee by first class post and shall be deemed to arrive 48 hours from posting. In proving service it shall be sufficient to show that the letter containing the notice was properly addressed, stamped and posted by first class mail.

#### 22. Invalidity

The invalidity or unenforceability for any reasons of any part of these conditions shall not prejudice or affect the validity or enforceability of the remainder.

#### 23. Waiver

Any time or other indulgence forbearance or concession by Impie Limited to the customer shall not in any way whatsoever waive, diminish, restrict or prejudice Impie Limited strict rights under the contract.

#### 24. Title

The Company retains title in respect of all goods supplied until the Company has received payment in full

#### 25. Data Protection Act 1998

In order to comply with the requirements of the Data Protection Act 1998 the Customer should be aware that Impie Limited might transfer information about the Customer to our bankers/financiers for the purposes of providing services and for the following purposes:

- (a) Obtaining credit insurance
- (b) Making credit reference agency searches
- (c) Credit control
- (d) Assessment and analysis (including credit scoring, market, product and statistical analysis)
- (e) Securitisation (f) Protecting the Company's interests

Impie Limited will provide the Customer with details of our bankers/financiers and that of any credit reference agencies used upon request.

#### 26. Law

These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

#### 27. Cancellation Charge

Impie Limited will charge a cancellation fee of 40% of order value and at least £50.00 to cover the administration work already undertaken by Impie Limited. An order shall be eligible for this charge once files have been supplied and the processing of the order has begun.