



Kay Premium Marking Films Limited

Conditions of Sale

1. Orders placed with Kay Premium Marking Films Limited (hereinafter called KPMF) are accepted on the following Conditions of Sale, to the exclusion of any conditions of the buyer, unless otherwise specifically agreed and confirmed in writing by KPMF. In addition every order shall be subject to such further terms and conditions as may be found on KPMF's current price lists and/or the invoices covering the products ordered. Such terms and conditions shall prevail in the event of any inconsistency with the terms hereof. Copies of such price lists and invoices will be supplied on request.
2. Warranties and conditions expressed, implied, statutory or otherwise as to quality or fitness of any KPMF products for any particular purpose are hereby excluded.
3. Although every care is taken in the choice of materials used in the manufacture of KPMF's products, the suitability of any such products for use in connection with any particular commodity must be at the Buyer's risk. Furthermore, the Buyer must satisfy himself that any product which he intends to use with KPMF's materials will not be adversely affected by any such material used by KPMF in the manufacture of its products.
4. KPMF shall replace goods shown to its satisfaction to be defective, or at its option repay the amounts received against the invoice in respect of such goods, although in no circumstances shall KPMF be liable for the loss or damage (including indirect and consequential loss or damage) howsoever arising.
5. Any period or times stated for despatch or delivery or for compliance with any other contractual obligations of KPMF are estimates only and in any event KPMF accepts no responsibility for loss or damage resulting from delay or failure to notify the Buyer of any such delay.
6. KPMF shall be under no liability whatsoever for any loss whether direct or indirect resulting from delay in despatch, delivery or non-performance of any contractual obligation due to any cause beyond its control. KPMF will be entitled by notice to the Buyer to cancel the contract should KPMF be hindered or prevented by any cause beyond its control from performing the same. Causes beyond KPMF's control shall include, but shall not in any way be limited to, war, strikes, lock-outs, fire, flood, explosion, government restrictions or controls, shortage or non-delivery of raw materials or breakdown or loss of plant or machinery.
7. No claim of any kind will be allowed by KPMF when the goods supplied have not been processed according to industry standards for high performance pressure sensitive films.
8. KPMF shall be entitled to make part deliveries of any quantity of goods ordered by the Buyer and to present invoices for payment in the usual way in respect of all deliveries so made, and the Buyer shall be bound to accept and pay for such part deliveries as though made under separate contracts. Where delivery is by instalments, whether specifically provided for under a contract or not, each instalment shall be deemed to be the subject of a separate contract and any default by KPMF in respect of any instalment shall not affect the balance of the contract or entitle the Buyer to cancel the contract.
9. Quantities and sizes are subject to such tolerances as are customary in respect of the goods concerned.
10. All goods are shipped FOB KPMF's plant unless otherwise specified. If KPMF is instructed by the Buyer to send the goods by passenger train, parcel post, air freight or other special transport, the Buyer shall be liable to pay the full cost of such modes of delivery. In addition, where goods are ordered (or exported) to an area outside the British Isles, all freight and insurance costs and all other costs, fees, dues and charges incidental to transit shall be borne by the Buyer. Should the Buyer specify that it wishes to arrange its own insurances, KPMF shall endeavour to give the Buyer such notice but KPMF will in no event be liable to the Buyer for any failure to give such notice nor will the goods be deemed to be at the risk of KPMF during transit by reason of any such failure.
11. a) No responsibility will be accepted by KPMF in respect of non-delivery of goods within the British Isles, unless the Buyer notifies KPMF and the relevant carrier or carriers within twenty-one days from the date of invoice. If consignments are delivered damaged or with part contents missing, they must be signed for accordingly and notification sent in writing to KPMF and the relevant carrier or carriers within three days of receipt of the consignment by the Buyer, his servants or agents. All other claims relating to missing goods or to defects which ought to be revealed by a reasonably diligent examination shall be notified to KPMF in writing within seven days of the receipt of any consignment by the Buyer, his servants or agents.
b) Claims for loss or damage to goods exported to an area outside the British Isles must be submitted in accordance with the terms of the relevant insurance policies.
12. The prices or charges specified in KPMF's price lists or in a contract are related to KPMF's costs of manufacture in obtaining and paying for goods and materials. If there is an increase either in such costs, including increases attributable to alterations in tax duty, or in the exchange rates of any currency, or in KPMF's list prices, then KPMF shall be entitled to increase the prices or charges in respect of any goods despatched subsequent to that increase.
13. a) Unless otherwise agreed, all prices and charges for goods supplied within the European Economic Community must be paid by the end of the month following the date of the relevant invoice, without any detourment or set-off on account of disputes or cross-claims.
b) KPMF may require that all or part of the purchase price or other charges shall be paid in advance or on account, and sums so demanded shall be immediately payable by the Buyer with any balances still remaining payable.
c) Should the Buyer default in payment on the due date of any sum, KPMF shall, without prejudice to any other right, be entitled to interest.
14. KPMF shall without prejudice to any other right be entitled, without incurring any liability to the Buyer, to withhold any deliveries, or refuse to supply, or to send any goods to the Buyer or to any other person or place, where the Buyer either fails to pay accounts in accordance with Condition 13(a) hereof, or as separately agreed, or becomes bankrupt, or has a Receiver appointed for all or any part of the Buyer's assets or business, or goes into liquidation, or makes any composition with creditors.
15. KPMF shall without prejudice to any other right be entitled to exercise a general lien or right of retention on all goods in KPMF's possession which are or are intended to become the Buyer's property in regard to all debts, damages or other sums to KPMF from the Buyer.
16. a) Notwithstanding delivery, the property in the goods shall remain with KPMF until payment for the goods has been received in full.
b) Notwithstanding (a) above, the risk in the goods shall pass to the Buyer upon delivery (i.e. ex-works or as otherwise specified in the contract).
17. Unless otherwise provided all sums shall be payable in sterling at KPMF's principal place of business in the United Kingdom. Should payments in a different currency be provided, in the event of a devaluation of such currency relative to sterling after the date of the contract, any prices or charges may be increased in proportion with the alteration in the parity rate between such currency and sterling. Without prejudice to condition 12 above, and unless otherwise provided, all customs or other duties or taxes whatsoever which may be levied on the goods in any territory shall be borne by the Buyer, although KPMF may pass to the Buyer the benefit of any arrangement made with the authorities for the release of goods under bond, in which event the Buyer shall indemnify KPMF in respect of all costs and expenses thereof and all other payments including any penalties, fines or forfeitures incurred in connection therewith.
18. The Buyer shall indemnify KPMF against all fines, claims, costs or expenses whatsoever arising directly or indirectly from the production and/or supply by KPMF of any article in a manner or incorporating wording, design or device specified by the Buyer.
19. The cancellation by the Buyer of any order for any reason whatsoever will not be accepted by KPMF except at its sole discretion.
20. The contract shall be governed by English Law. The Uniform Laws on International Sales are hereby excluded. No action or proceedings of any nature shall be initiated against KPMF except in the English Courts.