

Rockhill's First Class Envelopes Limited

TRADING CONDITIONS

1. Definitions

In these conditions:-

"the company" means Rockhill's First Class Envelopes Limited whose principal place of business is at Unit 3, Brooks Road, Shepherd Industrial Estate, Lewes, East Sussex, BN7 2BY (Company Registration No. 2966497).

"the Buyer" means any company, firm, association or person for whom the Company agrees to provide Services.

"Services" means all or any part of the Services which the Company agrees to supply to the Buyer subject to these conditions.

"contract" means any agreement of whatever duration between the Company and the Buyer for the provision of Services.

2. The Company only accepts orders for and only supplies Services subject to these conditions which shall govern every contract and shall prevail over any terms and conditions of the Buyer. No variation of these conditions shall be effective unless in writing and signed by a duly authorised signatory of the Company.

3. Payment

3.1 The Company's invoices shall be paid within 21 days of the date of their despatch to the Buyer. In the event of default in payment of an invoice the Company shall be at liberty to decide at its discretion whether or not to continue to provide Services under any then subsisting contract.

3.2 Interest shall be payable by the Buyer on that part of any invoice which is not paid on the due date and shall be charged on a daily basis at the rate of 4% per annum above Barclays Bank Plc Base Rate in force from time to time being compounded with three monthly interest.

4. VAT

Prices quoted are subject to VAT at the applicable rate.

5. Discrepancies

Discrepancies in delivery must be notified to us in writing within 7 days of delivery.

6. Quotations

Written quotations are based on prices ruling on the day of quotation, and whilst generally valid for one calendar month are subject to change without notice.

7. Manufacturing tolerance

Exact quantities of special manufacture orders cannot be guaranteed, deliveries are subject to tolerances up to plus or minus 5%.

8. Right of refusal

We reserve the right to refuse to complete any orders or deliveries while the customer is in excess of our published or agreed credit terms, and accept no liability for any loss, consequential or other, to the customer by so doing.

9. Liability

In no circumstances shall our liability for damage of any kind, including consequential arising from any contracts for

the supply of our products or services, exceed the quoted price or invoiced value of the goods concerned. We refuse to accept any liability or obligation for any direct or indirect loss arising from non-delivery or delay of any goods by any reason.

10. Ownership of goods

The goods supplied shall remain the sole and absolute property of Rockhill's First Class Envelopes Ltd. as legal and equitable owner and title to the goods shall have passed to the Company the full price, as stated in the invoice supplied, of all goods whatsoever delivered by the Company to the customer or until such time as the customer sells the goods to its customers by way of bona fide sale at full market value.

10.1 Despite the above, risk in the goods shall pass to the customer on delivery and the customer will from that time be liable to ensure the same against damage and loss.

10.2 If payment to the Company is overdue in whole or in part, the Company may (without prejudice to any of its other rights) recover and/or re-sell the goods or any of them and for the purpose of recovery of its goods may enter upon the premises where the goods are stored or reasonably thought to be stored and may re-possess the same, such payment shall become due immediately upon commencement of any act or proceeding in which the customer's solvency is involved.

10.3 The customer acknowledges that he is in possession of the goods supplied solely as the bailee of the Company until full payment for all goods delivered by the Company is made.

11. Artwork

Quotations for printed envelopes are subject to sight of artwork. Where camera ready artwork is not available an additional charge will be made for origination. Colour separations and proofs are charged extra. Whilst every care will be taken we cannot accept liability for loss or damage to any goods or materials held in our possession. It shall be the client's responsibility to insure such goods or materials against loss or damage.

12. Time

The Company undertakes to use all reasonable endeavours to carry out the contract within the time stipulated by the contract but time shall not be of the essence of any contract and the Company shall not under any circumstances be responsible for any loss or damage resulting from any delay caused by circumstances beyond the Company's reasonable control including (but not by the way of limitation) delay in any postal, mailing or other delivery service used by the Company in the performance of the contract.

13. Miscellaneous

13.1 All contracts and these conditions shall be governed by and construed in accordance with English law and the Company and the Buyer submit to the non-exclusive jurisdiction of the English Courts.

13.2 No waiver by the Company of any breach of these conditions shall be considered as a waiver of any other breach of the same.