

LINKS LABELS & TAPES CONDITIONS OF SALE

1. DEFINITIONS - In these conditions
 - (a) Seller means Links Labels & Tapes.
 - (b) Buyer means the person, firm or company who places an order with the Seller for the manufacture and/or supply of any goods.
 - (c) The Goods means the products manufactured and/or supplied by the Seller which are the subject of an order placed by the Buyer with the Seller.
2. CONTRACTUAL TERMS
 - (a) These conditions shall apply to all contracts for the sale of goods entered into by the Seller to the exclusion of the terms and conditions of the Buyer.
 - (b) All drawings, illustrations, performance data and other details in the Seller's catalogues, sales or promotional literature or elsewhere are included as a guide only, and whilst such details are printed in good faith they shall not bind the Seller. The Seller reserves the right to change specifications without prior notice at its absolute discretion.
 - (c) No variation, cancellation or waiver of these conditions shall be of any effect unless made in writing signed by a duly authorised officer of the Seller and the Buyer.
 - (d) Typographical or clerical errors or omissions shall be subject to correction.
 - (e) The Buyer must notify the Seller within three days of the date of the Seller's acceptance or acknowledgement of order if such acceptance or acknowledgement does not accurately confirm the Buyer's order failing which the Buyer shall be bound by the terms of the acknowledgement.
3. ACCEPTANCE - The Seller estimates quotations and price lists are without any engagement and all orders require the Seller's acceptance in writing to create a contract. Such acceptance remains nevertheless subject to the Buyer's credit being approved and the Seller reserves the right to cancel without liability should the Seller (whose decision shall be final and without obligations to give particulars or reasons) find the Buyer's credit to be inadequate.
4. DESIGNS - The Buyer must ensure that any designs and computer software do not infringe any copyright design or other rights and shall indemnify the Seller against any costs, claims or demands resulting from any infringement or alleged infringement of copyright design or other rights of third parties.
5. MATERIALS AND ADHESIVES - The Seller makes no conditions or warranties as to the fitness for purpose of any materials or adhesives. Where the Buyer makes its particular requirements known to the Seller the Seller will provide samples for testing by the Buyer but the Seller will not be liable if subsequent supplies fail to perform as tested provided that the manufacturer's specifications for such materials or adhesives has not been changed.
6. CONSEQUENTIAL LOSS - Subject to condition 32 and notwithstanding anything contained in these conditions (other than Condition 32) in no circumstances shall the Seller be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:
 - (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or
 - (ii) for any special indirect or consequential damage of any nature whatsoever and the Seller's liability to the Buyer, howsoever arising, shall be limited to the price of the Goods.
7. MACHINE-READABLE CODES
 - (a) In the case of machine readable codes or symbols the printer shall print the same as specified or approved by the customer in accordance with generally accepted standards and procedures.
 - (b) The customer shall be responsible for satisfying himself that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended.
 - (c) The customer shall indemnify the printer against any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from any failure of the printer to comply with paragraph (a) above which is not attributable to error falling within the tolerances generally accepted in the trade in relation to printing of this sort.
8. PROOFS - Proofs of all work may be submitted for the Buyer's approval and no responsibility shall be accepted for any errors in proofs which may be passed by the Buyer. The Buyer's alterations and additional proofs necessitated thereby will be subject to a reasonable charge for the additional work required.
9. PRELIMINARY WORK - Works carried out whether experimentally or otherwise at the Buyer's request shall be charged for unless otherwise agreed.
10. VARIATIONS IN QUANTITY - Every endeavour will be made to deliver the correct quantity ordered but estimates are conditional upon margins of 10% being allowed for overruns or shortages.
11. DESPATCH
 - (a) The period quoted for despatch commences from the date of the order acknowledgement but is an estimate only. Whilst the Seller shall use reasonable endeavours to despatch the goods by the date specified on the order acknowledgement it shall not be liable for any delay in delivery from any cause whatsoever and however arising. Time shall not be of the essence of the contract.
 - (b) Should despatch of the goods be required sooner than the normal time requisite for their proper production every effort will be made to secure freedom from defect but reasonable allowance must be made by the Buyer in such cases. Should such despatch necessitate overtime being worked or other additional costs being incurred a charge will be made to cover the increased costs unless otherwise agreed in writing by the Seller.
 - (c) The Seller shall have the right to despatch any portion(s) of goods covered by the contract and to invoice the Buyer for such portion(s) so despatched on the same terms and conditions set forth herein. Each delivery, part delivery and part performance shall be deemed to represent a separate contract and failure of any delivery, part delivery or part performance shall not vitiate any contract in respect of any other delivery, part delivery or part performance.
 - (d) Proof of delivery will be investigated on request, however if it is found that the goods have been delivered in accordance with the contract then a charge of £10 will be levied.
12. PACKING - Where goods are sold packed the extent of the packing and protection will be at the Seller's discretion unless the Buyer stipulates special packing in which case a charge will be made for the cost of such packing.
13. NON ACCEPTANCE BY BUYER
 - (a) If by reason of the Buyer's default the Goods or any of them have not been taken up or delivered by any date specified for such taking up or delivery, then:
 - (i) the Buyer shall nevertheless pay the Seller in accordance with Clause 19 of these conditions as if such taking up or delivery had occurred; and
 - (ii) the Buyer shall pay the Seller a storage charge in respect of any of the Goods which have not been taken up or delivered together with the costs of any additional handling and transport incurred.In the event that such storage by the Seller shall continue for a period exceeding six weeks the Seller may (without prejudice to any other rights which may have accrued) treat the contract as repudiated;
 - (b) During the period of any storage of the Goods or any of them by the Seller as contemplated by sub-clause 11 (a) (ii) above such Goods shall be at the risk of the Buyer.
14. LOSS OR DAMAGE IN TRANSIT AND NON DELIVERY OF THE GOODS - No responsibility shall be accepted by the Seller
 - (a) for any shortage or damage in transit save as provided in Clause 10 above unless
 - (i) where goods are delivered other than by the Seller transport the Buyer makes a claim in writing providing full particulars on the Company Secretary of the Seller at its main office within seven days of receipt of the goods.
 - (ii) where goods are delivered by the Seller's transport details of any shortage and damage are endorsed on the delivery note.
 - (b) for the non delivery of the goods unless the Buyer makes a claim in writing providing full particulars on the Company Secretary of the Seller at its main office within twenty one days of the Seller's delivery note.Liability hereunder shall be limited to the supply of replacements for the goods and for no other costs whether direct or consequential.
15. GUARANTEE - The Seller warrants that in the manufacture of the Goods only best workmanship and materials will be employed and agrees that if any fault due to bad workmanship or materials is notified to the Seller within twenty one days of receipt by the Buyer the Seller will replace the Goods free of charge upon return of the defective goods at Buyer's expense. The Seller makes no other representations or warranties in relation to the Goods and all other conditions expressed or implied statutory or otherwise are excluded.
16. STANDING MATTER AND PRINTER'S MATERIAL - Type may be distributed and/or lithographic photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event rent shall be paid unless other specific arrangement has been made.
17. BUYER'S PROPERTY - Buyer's property when supplied to the Seller shall be held at the Buyer's risk. Every reasonable care will be taken to secure the best results where materials are supplied by the Buyer but no responsibility will be accepted for imperfect work caused by defects in or unsuitability of materials supplied.
18. PROPERTY AND RISK
 - (a) Until payment in full for all goods sold by the Seller to the Buyer (whether under this or any other contract) has been received by the Seller:
 - (i) ownership of the Goods shall remain with the Seller;
 - (ii) the Seller reserves the right to dispose of the Goods, and the Seller shall be permitted to enter upon the Buyer's premises at all reasonable times to recover the Goods for this purpose;
 - (iii) the Buyer shall store the Goods so that they may be readily identified as the property of the Seller and during such time the Buyer shall ensure that the Goods are kept and maintained in the condition in which they were delivered.The Buyer may sell the Goods or any part thereof only by way of bona fide sale at full market value, and where he does so, he shall be entitled for the purpose of such sale to remove those goods from the said place of storage and upon their delivery to the person purchasing from the Buyer, ownership of those goods shall pass from the Seller.
 - (b) The risk in the Goods shall pass to the Buyer on delivery to the Buyer or the Buyer's carrier.
19. PRICE
 - (a) All prices include only such goods and accessories as are specified in the quotation and are for the quantities therein expressed. If the Buyer shall request any variation in quantity the price may be varied accordingly.
 - (b) Unless otherwise specified prices quoted do not include Value Added Tax which will be added at the rate prevailing at the appropriate tax point.
 - (c) Unless otherwise specified prices quoted include carriage. Where the quoted prices do not include carriage the Seller shall determine the route and method of carriage and any special requirements of the Buyer shall be subject to an additional charge.
 - (d) Unless otherwise specified prices quoted include the Seller's and/or its suppliers' standard non-returnable packaging. It is the Buyer's responsibility to dispose of all packaging after delivery.
- (e) At any time before delivery has been completed the Seller shall be entitled to vary the price of the Goods to take into account all or any of the following factors:-
 - (i) Where goods are imported any variation of currency exchange rates or special taxes or charges imposed by any government;
 - (ii) Increased costs resulting from the prohibition or other actions of any government;
 - (iii) Increased labour costs;
 - (iv) Increased material costs;
 - (v) Increased transport costs (if carriage is included in the quoted price);
 - (vi) Implementing any request by the Buyer for expedited despatch or changes in delivery schedules, completion dates, quantities, designs or specifications;
 - (vii) Delays caused by instructions of the Buyer or by failure of the Buyer to give adequate instructions or information.
20. CARRIAGE AND METHOD OF FREIGHT - The Seller reserves the right to charge for carriage at its discretion. The normal method of transport used is road haulage, but other means can be employed and where this is at the request of the Buyer then the additional cost incurred will be invoiced to the Buyer.
21. PAYMENT - Payment is due upon delivery, and time is of the essence. If payment is not made by the end of the calendar month following the month of delivery the Seller is entitled to charge interest upon the amount remaining outstanding at the rate of 2% per calendar month (but without prejudice to other rights of the Seller as a consequence of nonpayment).
22. ILLEGAL MATTER - The Buyer shall indemnify the Seller for and against all costs, claims and demands which may arise in any proceedings brought against the Seller arising from the nature of the matter printed or its form or content. The indemnity shall extend to any amounts paid in settlement of any claim.
23. CANCELLATION - No cancellation or variation of any order by the Buyer shall be effective unless made in writing and until accepted in writing by an authorised representative of the Seller at its main office. The Seller reserves the right to refuse to accept such cancellation or variation or to accept cancellation or variation only subject to such conditions as are warranted according to the circumstances. Acceptance by the Seller shall be subject to payment by the Buyer of such cancellation or variation charges as the Seller shall deem reasonable. Such charges shall take into account expenses incurred and commitments made by the Seller and all other losses due to such cancellation or variation.
24. FORCE MAJEURE - Should any event occur whether at the Seller's plant or otherwise which is beyond the control of the Seller such as by way of example industrial action or dispute (including strike or lock out), shortages of materials, breakdown of machinery or action of a government or other competent authority, accident, and the performance of this contract is thereby prevented or delayed:
 - (a) Without prejudice to its rights in the event of breach of contract by the Buyer the Seller reserves the right to suspend delivery or other performance of the Seller's obligations under any contract and to cancel unfulfilled parts of any contract in whole or in part and in the event of the Seller exercising any such right the Seller's liability shall be limited to the repayment of the Buyer (without interest) of any part of the purchase or contract price or charge or ready received by the Seller and attributed to any unfulfilled and cancelled part of the contract less any expenses incurred by the Seller from the date of cancellation in part performance of the contract.
 - (b) If such prevention or delay continues for three months the Buyer may elect to cancel the contract or to allow the order to remain on the Seller's books and to be completed at a later date.
25. COPYRIGHT - The Buyer hereby acknowledges that the copyright in the drawing's specification and other literature supplied by the Seller and the design copyright in all goods manufactured by the Seller shall vest in the Seller.
26. SUB-CONTRACTING - The Seller shall be free to employ sub-contractors to manufacture any of the Goods or parts thereof to be supplied hereunder or to perform the Seller's obligations hereunder.
27. DEFAULT AND INSOLVENCY - If the Buyer shall commit any breach of contract or fail to pay at the due date sums owing to the Seller under any previous contract or become insolvent or unable to pay its debts or commit any acts of bankruptcy or being a company go into liquidation (other than voluntary liquidation for the purposes of amalgamation or reconstruction), or have a receiver or administrator appointed of its undertaking or assets or any substantial part thereof, the Seller may, without notice to the Buyer, suspend or terminate the contract or any part thereof and stop the completion of delivery of goods in transit without prejudice to any other right or remedy which the Seller may have available.
28. NOTICES - Any notice required to be sent hereunder shall be deemed to be properly served if sent by pre-paid recorded delivery post or e-mail or fax to the last known address of the party to be served and shall be deemed duly served, in the case of posting on the 4th day following the date of posting and in the case of e-mail or fax, on the date of sending.
29. RETURNED GOODS - The Buyer has no automatic right to return the Goods to the Seller, save as provided in Clause 13. However, upon prior notification, the Seller may at its sole discretion accept goods returned in good condition properly packaged. Where the Goods have been supplied in accordance with the Buyer's order, and the Buyer wishes to return the Goods, the Seller may impose a handling charge of at least 15% of the price of the Goods, and may also seek recovery of any carriage expenses incurred.
30. WAIVER - No waiver by the Seller in respect of any breach by the Buyer shall operate as a waiver in respect of any subsequent breach.
31. MINIMUM ORDER CHARGE - The Seller reserves the right to impose a minimum order charge at its discretion.
32. SEVERABILITY - Any provision(s) of these conditions which in any way now or subsequently contravenes the law shall be deemed severable and shall not affect any other provision(s) herein.
33. JURISDICTION AND GOVERNING LAW - Any contract of which these conditions form part shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.
34. CONSTRUCTION - The clause headings herein shall not affect the interpretation of these conditions.