

1. Definitions and Interpretation.

In these terms the following words have the following meaning unless the context requires otherwise:

"Company"	Means Marpak Limited (Company number 3567630);
"Contract"	Means the contract between the Company and the Customer for the provision of the Processed Materials;
"Customer"	Means the person or business who requests the company to provide the service;
"Customer Materials"	Means the board or packaging or any other materials provided by the Customer to the Company
"Processed Materials"	Means the materials produced by the company after applying the Process to the Customer Materials;
"Process"	Means the application of one or more of the following processes to the Customer Materials to produce the Processed Materials, application of a film or paper patch, printing, varnishing, cutting, creasing, embossing folding and gluing or any other print finishing process provided by the Company. "Processes" shall mean any materials to which a Process or Processes have been applied;
"Terms"	Means the terms and conditions of business as set out on this document including any variation to these terms and conditions which is agreed between the parties in accordance with clause 2.1.

2. Basis of the Sale

- These Terms shall apply to any Contract between the Company and the Customer to the exclusion of all other terms or conditions subject to which any order for the supply of Processed Material which is made or purported to be made by the Customer. No variation to these terms shall be effective unless agreed in writing by an authorised representative of the Company.
- Any samples, descriptions, illustrative material or other information contained in the Company's adverts, brochures, marketing material or elsewhere shall not form part of the Contract and shall be treated by the Customer as approximate and for guidance only.
- Quotations issued by the Company may be withdrawn or varied at any time and unless otherwise specified the price quoted by the Company shall be valid and capable of acceptance by the Customer within a period of 30 days following the date of issue.

3. Orders and Specification

- In producing the Processed Materials, the Company shall use the Customer Materials, as specified in the Customer's order.
- The Customer shall be responsible for ensuring the accuracy of any order for the provision of Processed Materials including any specification submitted by the Customer to the Company. In calculating the number of Customer Materials to be delivered by the Customer to the Company so as to enable the Company to produce the required number of Processed Materials, the Customer shall adhere to the provisions of clause 7 of these Terms.
- The quantity, quality and description of the specification of the Processed Materials shall be specified in the Customer's order.
- Unless otherwise specified by the Customer in writing, all Customers Materials received by the Company shall be processed and the Customer shall pay for all the resulting number of Processed Materials.
- No order for the supply of processed Materials which have been accepted by the Company shall be cancelled by the Customer unless agreed in writing by the Company and provided that the Customer indemnifies the Company against all loss (including loss of profit), costs, damages and expenses incurred by the Company as a result of such cancellation.

4. Price and Payment

- The price for the Processed Materials shall be as quoted by the Company (provided such price has been accepted by the Customer in accordance with the time periods specified in clause 2.3 of these Terms).
- The Company reserves the right to vary the Price by written notice to the Customer at any time prior to delivery of the Processed Materials to the Customer if, for any reason beyond reasonable control of the Company, the cost to the Company of producing the Processed Materials increases (including without limitation, due to any shortage of labour or supplies) or if the customer varies the specification, quantity, quality or description of the Processed Materials, the quantity or quality of Customer Materials to be used or the delivery date or destination for the Processed Materials.
- Unless otherwise agreed in writing by the Company, the Company shall charge to the Customer in addition to the Price:
 - Where the Company agrees to collect the Customer Materials from the Customer's premises and/or deliver the Processed Materials to the Customer's premises, the cost of such collection and/or delivery, together with the cost of insurance of the Customer Materials and/or the Processed Materials during transport at the Company's current rates from time to time.
 - The cost of packing the Processed Material
 - Value Added Tax
- The Company shall be entitled to invoice the Customer for the Price and the additional charges specified in clause 4.3 at any time after delivery of the Processed Materials to the Customer, or at any time after the Company has notified the Customer that the Processed Materials are ready for collection (as appropriate). Unless otherwise agreed between the Company and the Customer in writing, the Customer shall pay for the Processed Materials in accordance with the credit terms agreed between the Company and the Customer. Time for payment of the Company's invoices shall be of the essence.
- The Company shall be entitled to charge interest (both before and after any judgement) on the amount unpaid at a rate of 3% per annum over base rate of the Bank of England from time to time from the date payment was due, until the date payment is made in full.

5. Collection and Delivery

- Unless otherwise agreed in writing between parties, the Customer shall arrange for the Customer Materials to be delivered to the Company's premises and the Customer shall arrange for the Processed Materials to be collected from the company's premises at any time after the Customer has notified the Customer that the Processed Materials are ready for collection. In these Terms "delivery" means either (a) the date the company notifies the Customer that the Processed Materials are ready for collection; or (b) the date the Company delivers the Processed goods to the Customer as appropriate.
- Any date given by the Company to the Customer for delivery of the Processed Materials shall be an estimate only and while the Company will endeavour to comply with any such date it shall not be responsible for any loss or damage suffered by the Customer as a result of the Company's failure to meet that date.
- Each order from the Customer for Processed Materials shall constitute a separate contract. Where the Processed Materials are to be delivered in instalments, each instalment shall constitute a separate contract. The company reserves the right to invoice the Customer separately for each instalment. Any failure by the Company to deliver any one or more order and/or instalment shall not entitle the Customer to treat the contract as repudiated.
- If the Customer fails to take delivery of the Processed Materials then the Company may store the Processed Materials and charge to the Customer the costs of handling and storage (including insurance of the Processed Materials whilst in storage).
- Risk of loss or damage to the Customer Materials shall pass to the Company:
 - In the case of delivery of the Customer Materials by the Customer to the Company, when the Customer Materials are unloaded at the Company's premises; or
 - In the case collection of the Customer Materials by or on behalf of the Company from the Customer's premises, when the Customer Materials are loaded on to the Company's transport vehicle.
- Risk of loss or damage to the Processed Materials shall pass to the Customer:
 - In the case of delivery by or on behalf of the Company to the Customer's premises or, if the customer fails to take delivery of them, at the time the Processed Materials are intended for delivery to the Customer; or
 - In the case of Processed Materials to be collected by the Customer from the Company's premises when the Company notifies the Customer that the Processed Materials are ready for collection.
- If the Customer fails to pay any sums due to the Company under any Contract on the due date, the Company is entitled to claim a legal possessory lien over: a) all Customer Materials; and b) all Processed Materials produced using the Customer Materials which are in the Company's possession until such time as the Customer has paid all outstanding sums to the Company in respect of any Contract.
- The Company may notify the Customer in writing that it intends to sell any or all of the Customer Materials and/or Processed Materials over which it claims a legal possessory lien in accordance with clause 5.7 and if the Customer fails to pay all outstanding sums due to the Company under any Contract within 30 days of deemed receipt of such notification, the Company shall be entitled to sell those Customer Materials and or Processed Materials provided that it accounts to the Customer for the proceeds of the sale less any amounts due to the Company under any Contract (together with any interest which has accrued on any such amounts in accordance with clause 4.5)

6. Quality and quantity of Processed Materials

- The Company will exercise reasonable skill and care in applying the Process to the Customer Materials and subject to clauses 6.2 and 8.3 of these Terms, the Company will provide the Processed Materials to the Customer in accordance with the Customer's order.
- The Customer agrees that it shall be solely responsible for ensuring that Customer Materials are suitable for the Process to be applied by the Company at the time at which the Customer Materials are collected by or on behalf of the Company or delivered by the Customer to the Company and in particular the Customer shall ensure that:
 - All customer materials are flat and are damage and contamination free.
 - All Customer materials are designed to a specification suitable for the Company's machines.
 - All Customer materials have a printed surface sufficiently rub resistant to avoid being marked during the process.
- The Company accepts no liability whatsoever for any defect in the Processed Materials which arises out of any design or specification supplied by the Customer or any Customer Materials nor for any defect arising from fair wear and tear or any willful damage, negligence, failure to follow the Company's instructions as to storage of the Processed Materials (or otherwise) or any misuse or alteration of the Processed Materials by the Customer or any of its employees, agents or subcontractors without the written consent of the Company.
- If the quantity or description of Processed Materials is not in accordance with the Customer's order and provided that the reason for such failure is not due to any of the circumstances listed in clauses 6.2 or 6.3 of these Terms, the Company agrees either to rectify the defect or re-produce the Processed Materials at its own cost provided always that the rectification or reproduction of the Processed Materials shall be the customers sole remedy in respect of such defect and provided that :-
 - The Customer notifies the Company of any such defect n writing within 14 days of delivery or failure to deliver the Processed Materials to the Customer: and
 - If appropriate the Customer makes available to the Company such quantity of Customer Materials as are necessary so as to enable the Company to comply with its obligations in this clause 6.4 at the Customer's own cost save to the extent that any Customer Materials have been lost or damaged due to the negligence of the Company or the Company has used Customer Materials in excess of the spoilage allowance specified in clause 7 of these Terms.

The Company shall not have any liability for any claim in relation to any defect in the quality or quantity of the Processed Materials which is notified to the Company outside the time period specified in this clause 6.4

- Subject as expressly provided for in these Terms, all guarantees, conditions, warranties or other terms that may be implied by statute or common law are excluded to the fullest extent permissible in law.
- When Processed Materials are sold under a consumer sale (as defined in Consumer Transactions (Restriction on Statements) Order 1976) the statutory rights of the Consumer are not affected by these Terms.
- Nothing in these terms shall exclude the Company's liability for: a) death or personal injury caused by the negligence of the Company; b) any breach of its obligations under section 12, Sale of Goods Act 1979 or section 2, Supply of Goods and Services Act 1982; or c anything else for which the Company cannot exclude or limit its liability by law.
- The Company accepts limited liability for physical damage to the Customer's tangible property which results from the negligence of the Company, subject to the financial limit specified in clause 6.10 of these Terms.
- The Company shall not be liable to the Customer for economic loss including administrative and overhead costs, loss of profit, loss of revenue, loss of goodwill, loss of contracts or like loss or for any indirect or consequential loss, costs, damages or expenses suffered or incurred by the Customer.
- To the extent that the Company is liable to the Customer in accordance with these Terms, the Company's Liability shall be limited to the Price quoted for the job.

7. Spoilage

- When the Customer requires a minimum quantity of Processed Materials, the Customer shall when supplying Customer Materials to the Company for Processing ensure that the following additional Customer Materials are supplied as an allowance for spoilage.

Quantity of Processed Materials required	Customer Materials to be supplied
Less than 10000 units	Quantity of Processed Materials required plus 6% (minimum 300)
10000 and over units	Quantity of Processed Materials required plus 4%

Where more than one Process is to be applied to the Customer Materials an additional spoilage allowance of 3% should be made for each and every additional Process. If the Customer Materials have aspects of design that conflict with the Company's machinery creating excessive waste or damage then the Customer will be informed as soon as practically possible.

- If the Company fails to produce the required quantity of Processed Materials the customer shall accept delivery of such Processed Materials as the Company has produced and the Company shall be entitled to invoice the Customer for those Processed Materials accordingly, subject to an appropriate pro rata adjustment of the price. The Company shall make up any shortfall as soon as reasonably practicable at its own cost provided that the Customer delivers further Customer Materials to the Company (if appropriate) in accordance with clause 6.4 of these Terms and upon delivery of the shortfall, the company shall be entitled to invoice the Customer for the outstanding balance of the price.

8. Indemnity from Customer

The Customer shall fully indemnify the Company on demand from and against any claims, demands, costs and expenses incurred or suffered by the Company which arise in relation to any Customer Materials or any other materials specified by the Customer including, without limitation, any alleged infringement of any patents, trade marks, registered designs or other industrial or intellectual property rights of any third party which form part of any other materials used by the Company at the request of the Customer.

9. Force Majeure

The Company shall not be liable to the Customer for failure to Process or delay in Processing the Customer Materials or delivering or making available the Processed Materials to the Customer if the delay or failure is directly or indirectly due in whole or part to any circumstances outside the reasonable control of the Company including, without prejudice to the generality of the foregoing, any strikes, lockouts, industrial disputes, riots fire, floods, Acts of God, explosions, war, threat of war, civil disturbance, acts of terrorism, any difficulty in obtaining raw materials, supply of labour or any power failure or breakdown of machinery.

10. Rights of the Company

- The company shall be immediately entitled by notice to the customer to cancel any contract between the Company and the Customer or to suspend delivery of any Processed Materials if the Customer:
 - Fails to pay any sum due to the Company under any Contract within 10 days of the due date;
 - Is in breach of any term of any Contract between the Customer and the Company;
 - Enters into any composition or arrangement with or for the benefit of its creditors or has a receiver, manager or administrative receiver appointed over its assets or (being individual) becomes bankrupt or (if a corporate body) has a winding up order made against it or goes into liquidation (either voluntary or compulsory).

11. General

- No forbearance or indulgence by the Company shown or granted to the Customer whether in respect of these term, any Contract or otherwise shall in any way affect or prejudice the rights of the Company against the Customer or be taken as a waiver of any of the Company's rights pursuant to these or any Contract.
- These Terms and any Contract between the Company and the Customer shall be governed by English law and each party irrevocably agrees to submit any disputes arising under or in connection with these Terms or any such Contract to an arbitrator nominated in default of agreement of the parties by the President for the time being of the Printing Industries Research Association in accordance with the Arbitration Act 1996 or any statutory re-enactment or modification of it. The decision of the arbitrator shall be final and binding upon the parties.
- These Terms replace all previous terms of business of the Company or any agreements or understandings (whether written or not) between the parties and set and out the entire agreement between the parties in respect of the subject matter of the Contract. The company reserves the right to vary any of these Terms at any time on written notice to the Customer.
- Any notice to either party under these Terms shall be in writing signed by or on behalf of the party giving it and shall, unless delivered personally, be sent by pre-paid first class post, pre-paid recorded delivery, e-mail or facsimile to the address of the other party as notified from time to time. A notice shall be deemed served:
 - At the time of delivery if delivered personally; or
 - 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address; or

c) 2 hours after transmission if served by facsimile or e-mail on a business day prior to 3pm or in any other case at 10am on the business day after the date of despatch.

- 11.5. To the extent that any provision of these terms are found by any Court or competent authority to be invalid, or unlawful or unenforceable, that provision shall be deemed not to be a part of these Terms and it shall not affect the enforceability of the remainder of these Terms.
- 11.6. The parties do not intend that any provision of these Terms shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.