

## Printing And Scanning Solutions Limited Conditions of Sale

1. **DEFINITIONS**

In these Conditions of Sale, the "Seller" means Printing And Scanning Solutions Limited.  
The "Buyer" means the person who buys or agrees to buy the goods from the Seller.  
The "Goods" means the goods, which the Seller is to supply in accordance with these Conditions of Sale.  
Any reference to the "Goods" shall, where appropriate, include a reference to part of them.
2. **TERMS OF SALE**
  - 2.1 These Conditions of Sale form the whole agreement between the Seller and the Buyer and shall not be removed or varied in any way. No other express terms, written or oral, shall be incorporated into the contract.
  - 2.2 These Conditions of Sale shall override any other terms that the Buyer may subsequently seek to impose.
3. **THE PRICE**
  - 3.1 The "Price" of the Goods is the price stated in the Seller's quotation or such other price as is expressly agreed by the Seller and Buyer. Any quotation given by the Seller is valid for 30 days only. The price of the Goods in the Seller's quotation does not, unless otherwise stated on the quotation, include freight/postage and packing all of which will be charged for and paid by the Buyer as an addition to the price shown in the quotation.
  - 3.2 Value Added Tax will be added to the Invoice at the applicable rate and paid by the Buyer.
4. **DELIVERY**
  - 4.1 Delivery of the Goods shall be by the Seller, delivering the goods to an independent carrier chosen by the Seller, for onward transportation to the Buyer, in accordance with the Buyer's delivery instructions.
  - 4.2 Any delivery dates stated are approximate only and the Seller is not liable for any delay in delivery of the Goods however caused. Time of delivery is not of the essence of the contract.
5. **PAYMENT**
  - 5.1 The Seller may invoice the Buyer for the price of the Goods on, or at any time after, the date that the Seller delivers the Goods to the independent carrier.
  - 5.2 The Buyer must pay the price for the Goods by the end of the month following the month of delivery of the Goods. The time for payment of the price is of the essence of the contract.
  - 5.3 Under the "Late Payment of Commercial Debts (Interest) Act 1998", the Seller is permitted to charge interest on late payments at the Bank of England base rate plus 8%. The Seller reserves the right to charge interest on unpaid invoices beyond agreed terms.
6. **CANCELLATION OF ORDERS**

Orders for Goods may not be cancelled or suspended without the Seller's prior written consent. The Seller shall be under no obligation to consent but if the Seller should consent, the Buyer agrees to indemnify the Seller against any loss incurred by the Seller, wholly or in part, by such cancellation or suspension.
7. **PROPERTY AND RISK**
  - 7.1 Ownership of the Goods remains with the Seller and will not pass to the Buyer until the Seller is paid for all of the Goods and no other amounts are owed by the Buyer in respect of other goods supplied by the Seller.
  - 7.2 If the Buyer is overdue in paying for the Goods or any other Goods supplied by the Seller, the Seller may, if still the owner of the Goods, recover and resell them. The Seller may enter the Buyer's premises for this purpose.  
This does not affect any other right of the Seller.
  - 7.3 Risk in the Goods passes to the Buyer when the Seller delivers the Goods to an independent carrier in accordance with clause 5.1.
8. **LIABILITY**
  - 8.1 The Buyer must carefully examine the Goods immediately on delivery of them and must notify the Seller in writing of any short delivery or any defects reasonably discoverable on examination. The Seller must receive this notification within 7 working days commencing with the day of delivery to the Buyer. "Working Days" means any day from Monday to Friday, inclusive, which is not Christmas Day, Good Friday or a statutory Bank Holiday. In the absence of notification, the Seller excludes all liability in respect of any short delivery or any defect, which should reasonably have been discovered on careful examination.
  - 8.2 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract, tort or in any other way (including loss arising from the Seller's negligence). Non-exhaustive illustrations of indirect loss would be:
    - 8.2.1 Loss of profit
    - 8.2.2 Loss of contracts
    - 8.2.3 Damage to the Buyer's property or property of any other person
    - 8.2.4 Personal injury to the Buyer or any other person, other than that caused by the Seller's negligence.The Buyer accepts that it is his responsibility to insure against these risks.  
Except in respect of death or personal injury caused by the Seller's negligence, the Seller's total liability, for any one claim or for the total of all claims arising from any one act or default of the Seller (whether arising from the Seller's negligence or otherwise), shall not exceed the price of the goods as defined in clause 3.
  - 8.3 The Seller shall not be liable for any failure to deliver the Goods arising from circumstances outside the Seller's control.
9. **INSOLVENCY**

If the Buyer –

  - 9.1 Being a Company –
    - 9.1.1 Has a petition for presentation for its winding up
    - 9.1.2 Passes a resolution for voluntary winding up (other than for the purpose of a bona fide amalgamation or reconstruction).
    - 9.1.3 Enters into a voluntary arrangement with its creditors.
    - 9.1.4 Becomes subject to an administration order
    - 9.1.5 Has a receiver appointed of all or any of its assets.
  - 9.2 Being an individual or firm –
    - 9.2.1 Becomes bankrupt or insolvent.
    - 9.2.2 Enters into a voluntary arrangement with its creditors; then the Seller shall be entitled to treat the contract as being at an end or suspend any further deliveries under the contract. If the Goods have been delivered but not paid for, the price shall become due immediately, regardless of any previous agreement to the contrary.
10. **PATENTS AND TRADE MARKS**

No representation, warranty or indemnity is given by the Seller that the Goods do not infringe any Letters Patent, Trade Marks, Registered Designs or other industrial rights.
11. **INDEMNITY**

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection therewith, for which the Seller may become liable in respect of the Goods sold under this Contract in the event that the damage or injury shall have occasioned by his negligence of the Buyer or his servants or agents.
12. **EXCLUSION OF LIABILITY**

Apart from those terms set out above, no other terms, express or implied, statutory or otherwise, form part of this Contract.
13. **SEVERANCE**
  - 13.1 Each of the sub-clauses in this clause is to be treated as separate and independent
  - 13.2 If a court finds that any sub-clause in this clause fails the requirements of reasonableness under the Unfair Contract Terms Act 1977, the Seller nevertheless excludes the relevant liability to the extent that the court finds reasonable.
14. **PROPER LAW**

The Contract shall be governed by and read and construed in accordance with the Law of England and Wales.