

QUALITY GRAPHICS (MIDLANDS) LTD

TERMS AND CONDITIONS OF SALE

General

These terms and conditions apply to and govern all contracts for the supply of goods and services by Quality Graphics (Midlands) Ltd, Company registration no 5914070 (hereinafter called "The Company").

Prices

1. The Price shall be the Company's written quoted price or, where no price has been quoted, the price set out in the Company's published price list current at the date of delivery of the Goods.
2. Unless otherwise indicated in The Company's quotation, no discounts are allowed, prices being strictly net. In the case of inadvertent errors or omissions in quoted prices, The Company is under no obligation to supply at the prices quoted on the quotation or on the order. If such errors result in the order value exceeding the value quoted or stated on the sales order the customer shall be entitled to cancel the order prior to despatch at no charge to the customer.
3. Prices quoted are net prices and exclude VAT, which will be charged at the current rate.

Payment

We require full payment (including VAT) on pro forma before supply of the first order from each new customer. Credit terms may be agreed by the Company thereafter. Where credit terms are agreed, payment in full must be made by the end of the month following the date of the invoice. All payments must be made directly to Quality Graphics (Midlands) Ltd.

Retention of Title

Title of the goods shall not pass from The Company to the Customer until full payment for the goods has been received.

Order Cancellation

Cancellation or part cancellation of an order can only be accepted after prior negotiation and agreement to terms which will indemnify against any expenses incurred by The Company. In the event of cancellation or part cancellation, The Company reserve the right to invoice for any difference in selling price applicable to the quantity despatched up to the time of cancellation.

Carriage & Delivery

Carriage and delivery charges will be clearly stated in the Company's written quotations.

The Company will make every effort to comply with the customer's requested delivery date. Any delivery dates given by The Company serve as indication only and The Company cannot accept cancellation of the order as a result, other than set out in "Order Cancellation", nor any form of responsibility for loss or damage due to delays in delivery, neither direct nor indirect, whether the delay is the result of force majeure or other cases beyond the control of The Company or not.

Where delivery is arranged by The Company, whether it is charged or included in the price of the product, the goods are considered delivered when they are handed over to the customer.

Damage & Loss

Claims for damage can be only be considered if reported on the delivery note upon receipt of the goods and notified in writing to The Company within 48 hours after receipt of goods. Delivery notes marked 'unchecked' will be evidence that the goods have been received in good condition and any claims following will only be accepted at the sole discretion of Quality Graphics (Midlands) Ltd.

Force Majeure

The performance of all contracts is subject to variation or cancellation by the Company owing to any act of God, war, strikes, Government regulations or orders, national emergencies, lock-outs, fire, flood, drought, tempest or any other cause (whether or not of a like nature) beyond the control of The Company or owing to any inability by The Company to procure materials or experiences an inability to deliver caused by such contingency.