

Accurate Labelling Solutions Limited Terms and Conditions of Trade

General

Any order accepted by Accurate Labelling Solutions Limited (hereinafter called "the Company") shall be deemed to incorporate these terms and conditions. No variation or modification of, or substitution for these terms and conditions (even if included in, or referred to in, the document placing the order) shall be binding on the Company, unless specifically accepted by the Company in writing.

Quotations

A Quotation remains valid for 30 days from the date it is given. Any Quotation may be withdrawn by the Company at any time by notice to the Customer.

Quotations can only be indicative until a sample or artwork has been received by the Company. Origination costs may vary based on these specifications. Any change to origination costs will be advised.

A Quotation does not give rise to a binding contract until the Customer places an Order in writing.

Freight

Freight is not included in the price of goods. All deliveries by courier will incur freight charges, unless agreed by the Company in writing.

Delivery

Any time stated for delivery is an estimate only. The Company is not liable for any delay in delivery.

Delay due to circumstances not reasonably within the control of the company shall not entitle the Customer to cancel any order or to refuse to accept delivery. Notwithstanding that the title to the goods may not have passed, the risk in the goods shall pass to the customer upon delivery.

If the Customer requests urgent delivery and that delivery results in additional costs, then such additional costs will be at the Customer's expense.

Variations

In the case of Goods printed or made to the Customer's Order, the Company may deliver up to 10% more or less than the quantity of Goods ordered, and the Customer agrees to accept and pay for the quantity delivered.

Payment

The Customer agrees that ownership of the Goods remains with the Company and does not pass to the Customer until the Customer pays all amounts owing in respect of those Goods and all the other amounts owing by the Customer to the Company.

The Company may require immediate payment, otherwise payment in full is due by 20th of the month following the date of invoice. Any variations to the terms of payment must be agreed in writing with the Company.

If the Customer does not make payment of any amount by the due date, the Company may (at its sole discretion) charge default interest at a rate of 2% per month calculated on a daily basis on the unpaid amount from the due date for payment until payment in full is made and may cancel any orders in existence and recover from the Customer all costs incurred as the result of the default. For the avoidance of doubt, such default interest rate will apply both before and after any judgment in relation to the relevant debt.

Force Majeure

The Company will not be liable for any failure to fulfil its obligations under these terms and conditions if that failure is due to any cause beyond the Company's control.

Limitation of Liability

To the extent permitted by law, the Company's liability in any case of any defect or fault, shall be limited to the remedy or repair, replacement or resupply of the products and/or services in respect of which such liability arises, whichever is the lesser and the Company shall have no further liability or responsibility for any direct, indirect or consequential injury, loss, damage or expense whatsoever and howsoever arising from the supply of the products, services and advice purported to be given by or on behalf of the Company.

Definitions

"Customer" means the customer identified in the credit application or Quotation or invoice, as applicable.

"Goods" means any goods, products or services supplied by the Company to the Customer under these terms.

"Order" means an order in writing provided by the Customer to the Company and includes written confirmation of a Quotation by a Customer.

"Quotation" means a quotation in writing provided by the Company to a Customer and includes an estimate.