

1. Application

These conditions shall apply to all our sales unless otherwise agreed in writing to the exclusion of the general terms and conditions of our customers. Supplementing these conditions, the legal provisions applicable to each individual case shall apply, as well as, in the event of cross-border trade, the INCOTERMS of the International Chamber of Commerce in Paris in force from time to time.

2. Delivery

Delivery is carried out in accordance with the standard specification or the specifications agreed. We shall be entitled to effect partial shipments. Delivery dates requested by Buyer shall not be binding on us unless specifically agreed by us in writing. Delivery times given on any quotation by us shall be approximate only. Agreed delivery dates relate to the dates on which the goods are dispatched or in the case of partial shipment, the date the first shipment is dispatched. If acceptance of the goods has been arranged within a specific period, acceptance shall be distributed evenly over the entire period, unless agreed otherwise.

The method of dispatch and the dispatch route shall be chosen by us. Where possible we shall endeavour to take account of Buyer's wishes; additional costs incurred thereby shall be borne by Buyer.

3. Pricing

The price charged by us for goods or services supplied shall be the price given to Buyer by our quotation. Only those prices given by us on official quotation forms and signed by a Director of ISIS Printing Ltd. shall be binding. Where goods or services are requested from us without quotation then the price charged shall be the price for those goods or services at the time of invoicing.

4. Materials

It shall be the responsibility of Buyer to ensure that any material specified by us in a quotation is fit for the purpose to which it is to be put. Should Buyer place an order for goods without first receiving sample material from us and then approving that sample in writing, then responsibility for that material's performance in subsequent usage shall rest with the Buyer.

5. Terms of Payment

Unless otherwise agreed, our invoices are payable without deduction within 28 days of the invoice date. The invoice date shall be the date the goods are dispatched or in the case of goods which are not to be dispatched such as tooling and origination charges the invoice date shall be the date at which these items are produced.

6. Invoicing, Default of Payment

The quantity established by us applies to invoicing. On all orders for goods, where the goods are of a bespoke nature, we reserve the right to deliver over or under the ordered amount by 10% and to charge for the difference at the rate applying to the original quantity ordered.

Insofar as we accept bills of exchange, discount and bank charges, as well as charges incurred on payment against shipping documents, shall be borne by the Buyer.

Should Buyer be in arrears with payment or if the insurance cover is cancelled by our credit insurer or should there be reasonable doubts as to Buyer's solvency, ability to pay or credit rating we - without prejudice to our other rights - shall be entitled to require payment in advance for deliveries not yet effected, and to require immediate payment of all claims from the business relations between ourselves and Buyer. Our obligation to supply shall be suspended while the Buyer is in arrears with a payment.

Should Buyer be in arrears with payment, we reserve the right to charge the usual rates of bank interest on our current account.

7. Offsetting

Buyer may not offset or withhold payment on the grounds of a counterclaim against us unless such counterclaim has been accepted by us or confirmed by final court decree.

8. Force Majeure

Unforeseen breakdowns, delayed deliveries or non-delivery by our suppliers, shortage of labour, power or raw materials, strikes, lock-outs, difficulties in providing means of transport, transport holdups, official restraint and any events of force majeure shall relieve the party affected thereby from his obligation to supply or to take the goods respectively for the duration of and to the extent of impact of such hindrance, should pursuant to such hindrance, delivery or acceptance be delayed for more than one month, each party, to the exclusion of all further claims, shall be entitled to withdraw from the contract with respect to the quantities affected thereby.

9. Complaints, Warranty

Buyer must check that the delivered material is of contractual quality and suitable for the intended purposes. Obvious defects must be notified in writing 7 days after receipt of goods at the latest, and latent defects without undue delay after detection thereof but not later than 2 months after receipt of the goods, stating order details and invoice and advice note numbers. Goods subject to complaint may not be returned except with our express prior consent.

If the goods are expressly sold as sub-standard (not first quality), we shall be exempt from liability whatsoever, unless the delivered goods vary from the contractual quality sold as sub-standard.

We will recognise properly notified and justified complaints by one of the following means which shall be chosen by us, namely reducing the price, remedying the defect, exchanging the goods or taking them back in return for a refund of the purchase price.

10. Packaging

The method of packaging of goods shall be that deemed necessary by us and any additional packaging requested by Buyer shall be returned to us carriage paid.

11. Liability

In case of breaches of obligations (pre-contract, in-contract, tort or otherwise) due to minor negligence or without negligence by us, we are exempt from claims for damages. This limitation of liability shall not apply to culpable breaches of essential contractual obligations or for claims resulting from the absence of an express contractual warranty for product quality. If in accordance with this, we are exempt from liability, such exemption shall also apply to our employees. Our liability towards third parties under the law relating to product liability is unaffected by the above provisions.

12. Reservation of Proprietary Rights

We retain title to the goods supplied until the Buyer has settled all its obligations arising from the business relations with us.

If the Buyer processes the goods being subject to our reservation of title into new forms, our proprietary rights shall extend to such new forms. Such processing shall be deemed to be effected for us as manufacturer. In the event of the goods supplied being processed, combined or mixed with chattels not owned by us, we shall acquire co-ownership in the ratio of the invoice value of our goods to the invoice value of the other materials.

For the purpose of securing the respective claims under paragraph 1, the Buyer even now assigns to us all of its claims including bills and cheques arising from the sale of the goods being subject to our reservation of title pursuant to paragraphs 1 and 2 hereof. In case of the sale of goods co-owned by us according to paragraph 2 hereof, the assignment of said claims is limited to our co-ownership's portion in question. In the event of goods processed under a contract for work and services the Buyer even now assigns to us such amount of its respective remuneration which equals our proportionate invoice amount of the goods being subject to our reservation of title which are processed together with the other goods.

While Buyer is willing and able to duly comply with its obligations to us, Buyer may in its normal course of business dispose of the goods co-owned by us pursuant to the foregoing provisions, and collect the sums assigned to us on its own. Transfer of ownership by way of security, pledgings and assignments of claims including sale of claims may only be carried out by Buyer with our prior written consent. The taking back of goods which are subject to our reservation of title can be deemed to be a withdrawal from contract only if such taking back is expressly declared by us in writing as withdrawal.

Should the total value of the securities exceed the respective amount of the claims to be secured by more than 10%, then at the request of the Buyer, we shall to this extent release securities at our discretion.

If pursuant of the provisions of the law applicable in the country of Buyer the reservation of proprietary rights are not or only to a limited extent permissible, our rights set forth in the foregoing provisions shall be limited to the scope permitted by relevant law.

13. Place of Performance

The place of performance in respect of the delivery is our respective delivery location and with respect to payment, the principal place of business of our company.

14. Jurisdiction and Applicable Law

Unless by binding legal provisions, the courts at our principal place of business shall have jurisdiction and also for claims by us the courts at the Buyer's principal place of business. International sales agreements shall be subject to the Law of our principal place of business and the provisions of the United Nations Convention on Agreements concerning the International Sale of Goods of April 11, 1980, shall be excluded.