

## STANDARD CONDITIONS OF ACCEPTANCE OF ORDER AND SALE

1. **DEFINITION**  
In these conditions of acceptance and sale all references to "Seller" are to Lettergold Plastics Limited and all references to "Buyer" are to the person, firm, company or corporation by whom the order is given.
2. **ACCEPTANCE OF ORDER**  
Acceptance of the order is conditioned upon the Buyer's assent that the terms and conditions set forth on the face hereof shall constitute the sole terms and conditions of this contract. If this is not satisfactory, the Buyer must notify the Seller in writing of his specific objections within ten (10) days from receipt of these Standard Conditions of Acceptance of Order and Sale.
3. **GENERAL**  
This contract is subject to these conditions of Order and Sale which override any differing conditions of Buyer's Order Form or Buyer's other documents.
4. **SEPARABILITY**  
Each delivery or part delivery under this contract is to be considered a separate contract, and failure on the part of the Seller to make any delivery shall not affect or vitiate this contract as to other deliveries.
5. **OWNERSHIP AND PASSING OF RISK**  
The ownership of the goods delivered by the Seller will only be transferred to the Buyer when the Buyer has met all the sums that are owing to the Seller. Until payment has been made in full the Buyer will keep the goods for the Seller in his capacity of fiduciary owner and if required by the Seller shall store the goods in such a way that they can be recognised as such. The Buyer shall nevertheless be entitled to sell and deliver the goods to a Third Party during the normal course of his business on condition and until such time as the Buyer has paid for the goods in full. The Seller may require the Buyer to assign to the Seller all claims which the Buyer may have against such Third Party. The risk in the goods and in packages and pallets shall pass to Buyer at the point of delivery unless otherwise agreed by the parties in writing.
6. **CLAIMS OF LOSS, DAMAGE, QUALITY OR SUITABILITY**  
Claims for loss or damage must be notified within seven (7) days in writing. Any claims on quality of goods supplied must be made in writing within seven (7) days of their receipt. The Seller is to be given the opportunity of examining the goods in question and in no event will claims be entered for goods utilised or processed by the Buyer. Suitability of any goods for any purpose cannot be guaranteed by the Seller unless specification of use is agreed.
7. **SETTLEMENT OF CLAIMS**  
The Seller is insured for product liability claims. It is an agreed condition of sale that any product liability claim made upon the Seller by the Buyer is arbitrated by the Seller's Insurers or appointed Agents. Complaints in respect of alleged faulty goods shall not be a ground for withholding payment by the Buyer of his accounts and shall not give any right of set-off against payment due from the Buyer to the Seller.
8. **LIMITATION OF LIABILITY**  
The liability of the Seller shall in any case be limited to the value of the goods supplied.
9. **PAYMENT**  
Unless otherwise agreed by the parties in writing, payment for each delivery shall be subject to the terms as stated on the Seller's invoice. Failure to pay at the date due shall entitle the Seller, without prejudice to its other rights and remedies, to withhold or cancel subsequent deliveries and to charge the Buyer interest on overdue accounts at the rate of 2% above the Bank Base Rate from time to time in force.
10. **ASSIGNMENT**  
This contract is between Seller and Buyer as principals and is not assignable by either party except with the written consent of the other.
11. **CONDITIONS AND WARRANTIES**  
Seller warrants that the goods comply with the technical specification or description referred to in this contract or the sample approved by Buyer. Save as aforesaid all express or implied conditions or warranties, statutory or otherwise, by the Seller as to the quality or fitness for any purpose of the goods supplied are hereby excluded to the full extent permitted by law. All recommendations or advice by the Seller or its Servants or Agents as to storing, applying or using the goods are given without liability to the full extent permitted by law.
12. **EXCLUSION OF CONSEQUENTIAL LOSS**  
The liability of Seller under this contract for loss of profit or any indirect, special or consequential loss or damage shall be excluded to the full extent permitted by law.
13. **PATENT RIGHTS**  
If Buyer uses or sells the goods in such a manner as to infringe any copyright or patent rights, Seller shall not be responsible for such infringement nor for any alleged infringement arising from the Buyer's action in relation to the goods and the Buyer hereby agrees to indemnify Seller from and against all liability arising therefrom.
14. **SKETCHES/DESIGNS**  
All sketches, designs and orientation work remain the property in copyright of the Seller.
15. **BUYER'S REQUIREMENTS**  
The Buyer shall be solely responsible for any matter which the Seller prints or affixes on the goods, on the instructions or at the request of the Buyer whether the same shall have been supplied by the Seller or by the Buyer and is solely responsible for any claim or proceedings made or brought by a Third Party arising therefrom. Buyer's property when supplied will be held at the Buyer's risk. Every care will be taken to secure the best results where materials are supplied by the Buyer, but responsibility will not be accepted for imperfect work caused by defects or unsuitability of materials so supplied.
16. **WAVIER**  
Wavier of any or all of these conditions shall not prejudice or affect the Seller's rights and remedies in respect of any subsequent breach, non-performance or non-observance by the Buyer of the conditions of the contract.
17. **CHOICE OF LAW AND ARBITRATION**  
This contract shall be governed by the Law of England and any dispute arising hereunder shall be settled by arbitration in England as provided by the Arbitration Act 1950 or any statutory modification or re-enactment thereof from time to time in force.
18. **FORCE MAJEURE**  
The performance of all contracts is subject to variation or cancellation by the Seller owing to any Act of God, war, strikes, lock-outs, fire, flood, drought, tempest or any other cause beyond the control of the Seller or owing to any inability by the Seller to procure materials or articles required for the performance of the contract and the Seller shall not be held responsible for any liability to deliver caused by any contingency.