

CONDITIONS OF SALE

1 VALIDITY

1.1 In these Conditions 'Big Sky' means Big Sky Print Ltd and includes all its successors and assignees and 'the buyer' means the person, firm or body corporate buying from Big Sky.

1.2 The terms and conditions set out above and below (hereinafter together called "Big Sky's Conditions") will apply to all contracts for the sale of goods entered into between Big Sky and the Buyer, to the exclusion of any other terms and conditions, whether or not they are endorsed upon, delivered with, or referred to in any purchase order or other document delivered or sent by the Buyer to Big Sky. By giving an order to Big Sky the Buyer will be deemed to agree that Big Sky's conditions apply.

1.3 The contract will be construed and operate in accordance with Scots Law. The Buyer hereby submits himself to the non-exclusive jurisdiction of the Scottish Courts

2 QUALITY OF GOODS

Subject to the provisions of clause 4 the Buyer's statutory rights relating to the quality of the goods shall be unaffected by any of Big Sky's conditions

3 DELIVERY

3.1 Big Sky will not be liable for any loss or damage of any kind howsoever caused directly or indirectly by any delay in the delivery of the goods nor will any such delay entitle the Buyer to cancel the contract.

3.2 Big Sky will be entitled to make delivery of the goods by instalments and to invoice the Buyer for each instalment dispatched.

3.3 Should expedited delivery be agreed an extra charge may be made to cover any overtime or any other additional costs involved.

3.4 Should work be suspended at the request of or delayed through any default of the Buyer for a period of 30 days Big Sky shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

4 CLAIMS

4.1 No claim for non delivery will be considered unless Big Sky are advised in writing within 14 days from the date of invoice.

4.2 Advice of damage or partial loss of goods must be given in writing to Big Sky within three days of delivery and any claim in respect thereof must be made in writing to Big Sky within seven days of delivery.

4.3 Big Sky shall not be liable in respect of any claim unless the above mentioned requirements have been complied with.

5 PROPERTY IN THE GOODS AND RISK

5.1 The legal and equitable title to the goods supplied under the Contract (in this clause referred to as "the Contract Goods" which expression includes any of them) will not pass to the Buyer until the price for the Contract Goods and all other sums due are paid to Big Sky. Until then Buyer will hold the Contract Goods in the fiduciary capacity as bailee for Big Sky.

5.2 If the Buyer should convert the Contract Goods into other goods or materials or should the Contract Goods in any way become incorporated into other goods or materials (such other goods or any materials being hereinafter referred to as "the New Goods" which expression includes any of them) the Buyer will store such New Goods separately and the legal and equitable title to the New Goods will belong to Big Sky until payment is made in received of the price for the Contract Goods and all other sums due to Big Sky from the Buyer under the Contract.

5.3 Where the Contract Goods and/or the New Goods are resold by the Buyer and at the time of such resale the property in such goods has not passed to the Buyer then the proceeds of such resale, the property in such resales (or other assets into which such proceeds have been converted) will be held by the Buyer in a fiduciary capacity on trust for Big Sky and the Buyer will account to Big Sky for the sums due to Big Sky from the Buyer under Contract.

5.4 The Buyer shall so long as Big Sky are entitled to the property in the Contract Goods and/or the New Goods store the same so that they are identifiable as Big Sky's property. The Buyer hereby acknowledges that until payment in full for the Contract Goods and all other sums due to Big Sky from the Buyer under the Contract any rights the Buyer might otherwise have had in the New Goods are waived in favour of Big Sky and that the Buyer has no prior claim for any work done or for any other materials objects or substance incorporated or converted into New Goods.

5.5 Without prejudice to any of Big Sky's other rights (whether to damages or under Contract or otherwise howsoever) Big Sky may at any time, after the price for the Contract Goods or any other sum payable by the Buyer to Big Sky under the Contract has become due and remains unpaid, rescind the Contract and/or recover the Contract Goods and/or New Goods which are still Big Sky's property and may enter onto the Buyer's premises either by our servants or agents for that purpose.

5.6 Whether or not the price for the Contract Goods or any other sum has become due from the Buyer under the Contract such price or such sum will be deemed to be due from the Buyer immediately in his committing any act of bankruptcy, calling a meeting (whether formal or informal of any of his creditors) or (where the Customer is a body corporate) having a Receiver or Manager appointed of its undertaking or any part thereof or on a resolution being passed or on a Petition being presented to any Court for the winding-up of the Buyer or on the happening of any act whatsoever or the commencement of any proceedings whatsoever relating to the insolvency or possible insolvency of the Buyer.

5.7 Notwithstanding the foregoing provisions the risk in the Contract Goods shall pass on delivery to the Buyer or a carrier whichever is earlier.

6 PRICE

6.1 The price to be paid by the Buyer will be in all cases that ruling at the date of despatch by Big Sky. V.A.T. will be charged at the appropriate rate from time to time in force. Author's corrections and extras will be charged over and above any quoted price.

6.2 The price set out in the estimate does not include delivery of the Contract Goods unless otherwise stated. Such delivery may be charged extra.

7 TERMS OF PAYMENT

7.1 The price will become payable when Big Sky sends its invoice to the Buyer unless credit terms have been agreed by Big Sky with the Buyer in which case these payment terms will apply.

7.2 Where the buyer has reported to Big Sky damage shortages, or defects, payment must still be made by the Buyer to Big Sky in accordance with Clause 7.1.

7.3 Interest at 2% per month may be charged on overdue accounts from the date of invoice until payment is received.

8 PRELIMINARY WORK

8.1 All work carried out whether experimentally or otherwise at the Buyers request will be charged for.

8.2 A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

8.3 Proofs of all work may be submitted for the Buyer's approval and Big Sky shall incur no liability for any errors not corrected by the Buyer in proofs so submitted.

Buyer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Big Sky's judgement, changes therefrom made by the Buyer shall be charged extra

9 VARIATIONS IN QUANTITY

Every endeavour will be made to deliver to correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only, and 10 per cent for other work, being allowed for overs and shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged to or deducted from the agreed price for the Contract Goods in accordance with the calculation of that price by Big Sky.

10 ASSIGNMENT AND SUBCONTRACTING

Big Sky will be entitled to assign, sub-contract or sub-let the contract or any part thereof

11 INSOLVENCY

If the Buyer fails to make payment in accordance with Clause 7.1 above or ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up Petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Big Sky without prejudice to other remedies shall:

(1) have the right not to proceed further with the contract or any other work for the Buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Buyer such charge to be an immediate debt due to Big Sky and

(2) in respect of all unpaid debts due from the Buyer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as Big Sky thinks fit and to apply the proceeds towards such debts.

12 MATERIALS AND PROPERTY SUPPLIED BY THE BUYER

12.1 Big Sky may reject any paper, plates or other materials supplied or specified by the Buyer which appear to it to be unsuitable. Any additional costs incurred if materials are found to be unsuitable during production may be charged.

12.2 Where materials are so supplied or specified Big Sky will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

12.3 Quantities of materials supplied shall be adequate to cover normal spoilage.

12.4 Buyer's property and all property supplied to Big Sky by or on behalf of the Buyer shall while it is in the possession of Big Sky or in transit to or from the Buyer be deemed to be at the Buyer's risk.

12.5 Big Sky shall be entitled to make a reasonable charge for the storage of any Buyers property left with Big Sky before receipt of the order or after notification to the Buyer of completion of the work

13 STANDING MATERIAL AND INTELLECTUAL PROPERTY RIGHTS

13.1 Metal, film and other materials owned by Big Sky and used by it in the production of the Contract Goods shall remain its exclusive property. Such items when supplied by the Buyer shall remain the Buyer's property.

13.2 Such materials set out in clause 13.1 may be disposed of three months after the order is executed unless written arrangements are made to the contrary. In the latter event a storage charge may be applied.

13.3 Computer files originated in the production of the contract goods or supplied by the Buyer are generally stored by Big Sky after the order is executed. Such files generated by Posthouse Printing (even if developed from original files supplied by the Buyer) are the property of Big Sky unless agreed otherwise in the contract of sale with the Buyer. In the event that such files are not stored, for whatever reason, or are damaged in the process of storage or retrieval, or are lost and become irretrievable due to defects or failure of storage media or devices, Big Sky shall have no liability whatsoever to the Buyer for any consequences, financial or otherwise, of the non-storage, damage to or loss of files whether those files were originated by Big Sky or supplied by the buyer. The cost of subsequent retrieval (including any time and materials) may be charged to the buyer.

13.4 The intellectual rights and copyright inherent in any artwork originated by Big Sky in the production of the Contract Goods remain the property of Big Sky unless agreed otherwise in the contract of sale with the Buyer. If not so agreed in the original contract of sale such intellectual and copyrights may be transferred to the Buyer for an addition charge.

14 ILLEGAL MATTER

14.1 Big Sky shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

14.2 Big Sky shall be indemnified by the Buyer in respect of any claims costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Buyer. The indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

15 PERIODICAL PUBLICATIONS

A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Nevertheless the printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.

16 FORCE MAJEURE

The printer shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out strike or other action taken by employees in contemplating or furtherance of a dispute, or owing to any inability to produce materials required for the performance of the contract.

Registered Office as above. Registered in Scotland No SC126066 VAT Reg No 553 0295 56

Certified Environmental Print

Big Sky Print Ltd 305 The Park Findhorn Forres Moray IV36 3TE

Tel: 01309 691640/1 Fax: 01309 691639 Email: info@bigskyprint.com www.bigskyprint.com



Certified ISO 14001:2004
International Environmental Standard