

Terms and Conditions of Supply of Quadient UK Limited Mailroom Equipment

1. Contract

- (1) Quadient UK Limited ("the Company") agrees to supply goods ("the Goods") to the Customer named overleaf ("the Customer") subject to the following terms and conditions.

2. Delivery/Installation

- (1) Any delivery/installation date offered by the Company whether orally or in writing is an estimate only and in no circumstances shall the Company be liable for any loss or damage whatsoever arising from failure to observe any such delivery/installation date.

3. Force Majeure and Frustration

- (1) Whilst the company will use all reasonable endeavours to fulfil its contractual obligations hereunder, it shall not be liable for any delay brought by events which are beyond the control (for any reason) of the Company.

4. Risk

- (1) The Goods shall from the time of delivery by the Company, its supplier or sub-contractors to the Customer be at the sole risk of the Customer.

5. Payment

- (1) Unless otherwise agreed in writing, the Customer shall make payment for the goods within 30 days of the date of invoice.
- (2) If payment is not made when due the Company may, without prejudice to its other rights, charge interest at an annual rate of 2% above the current base rate of HSBC Bank Plc to be calculated on a day to day basis on the balance outstanding until payment is made in full.
- (3) The Customer shall not purport to set off or withhold any payments claimed or due to the Company under this or any other contract.

6. Title and Lien

- (1) The Company shall retain title to and ownership of the Goods until it has received payment in full of all sums due for all Goods supplied to the Customer.
- (2) If the customer fails to make any payment to the Company when due, compounds with its creditors, executes an assignment for the benefit of its creditors, has a bankruptcy order against it or, being a company, enters into voluntary or compulsory liquidation or has an administrator or administrative receiver or receiver appointed over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent or if the Company has reasonable cause to believe that any of these events is likely to occur, the Company shall have the right, without prejudice to any other remedies:
 - (a) to enter without prior notice any premises where Goods owned by it may be, and to repossess and dispose of any Goods owned by it so as to discharge any sums owed to it by the Customer under this or any other contract;
 - (b) to require the Customer not to resell or part with possession of any goods owned by the Company until the Customer has paid in full all sums owed by it to the Company under this or any other contract;
 - (c) to withhold delivery of any undelivered Goods and to stop any Goods in transit.

Unless the Company expressly elects otherwise, any contract between it and the Customer for the supply of Goods shall remain in existence notwithstanding any exercise by the Company of its rights under this Clause 6.

7. Warranty

- (1) The Company warrants that the Goods will be free from defects in materials and workmanship for a period of 12 months from the date of delivery and the Company will at its option refund the purchase price or repair or replace free of charge any Goods which its examination confirms are defective provided:
 - (a) the Customer makes a full inspection of the Goods immediately upon delivery;
 - (b) the Customer notifies the Company forthwith of any defects which it discovers;
 - (c) the Customer has used the Goods in accordance with any instructions or recommendations of the Company;
 - (d) the Goods have not been adjusted, altered, adapted or repaired by any party other than the Company;
 - (e) the Goods are either made available to the Company for inspection or returned to the Company at the Customer's own expense, as the Company may request.
- (2) In no circumstances shall the Company's liability to the Customer for any breach of warranty exceed the price paid for the Goods with respect to which the claim is made.
- (3) Except as provided for in these Conditions, there are no warranties, express or implied, of merchantability or of fitness for a particular purpose, or of any other kind except as to title. In particular, all conditions and warranties which would otherwise be implied by statute or under the common law are hereby excluded.

8. Liability

- (1) The Company shall under no circumstances be liable for any indirect, special or consequential loss (including loss of anticipated profit or third party claims) howsoever arising either from breach or non-performance of any its obligations under the Contract or from the supply of or intended use of the Goods, even if the Company has been advised of the possibility of such potential loss, except that the Company shall be liable for loss arising from death or personal injury resulting from the proven negligence of the company.

9. Environmental Impact

As part of our environmental policy it is our aim to optimise the recovery and utilisation of Equipment at end of life, and to this end Equipment supplied, whether newly manufactured or remanufactured, may contain serviceable new or used parts which are warranted equivalent to new.

10. Jurisdiction

This agreement will be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.