

# ULTRA FINISHING

## Terms and conditions of trading

### 1. GENERAL

1.1 In these Terms and Conditions ("the Conditions") the following expressions shall have the following meanings "the Company" shall mean ultra finishing (RTK Services Ltd) "Contract" shall mean any contract howsoever made between the Company and the Customer; "the Contract Price" shall mean the Company's charge to the Customer for the services; "the Customer" shall mean any person, firm or company to whom services are provided pursuant to a contract; "the Materials" shall mean any of the Customer's materials in respect of which the services are provided; "the services" lamination: thermal & wet, spot uv, remoist gum, latex scratch off, foil blocking, embossing, debossing, glitter uv, die cutting, encapsulating, guillotining sundries.

1.2 All Contracts shall incorporate and be subject to these Conditions and the receipt of services by the Customer shall be deemed to be conclusive proof that the Customer has accepted these Conditions in the absence of any express or other implied acceptance of these Conditions by the Customer;

1.3 Without prejudice to the generality of the foregoing all other terms and conditions (except those implied in favour of a supplier of services which are not inconsistent with these Conditions) whether or not the same are endorsed upon, delivered with or referred to in any order or other document delivered or sent by the Customer to the Company are expressly excluded. Any reference in the Contract to the Customer's order specification or like document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such order, specification or like document will have effect.

### 2. PRICES

Unless otherwise provided in the Contract:-

2.1 The Contract Price is exclusive of Value Added Tax, which will be charged where applicable at the appropriate rate;

2.2 The Company will not be bound by any price quoted over the telephone. All quotations must be made in writing, dated and signed or electronically sent by a company representative or subject to agreed price lists, reviewed annually.

2.3 All quotations are time limited to 30 days or date specified on the quotation. If the quotation does not state a time limit then 30 days will be the maximum time the quotation shall be deemed to be valid.

2.4 All quotations are subject to the Company having sight of all Customer proofs, samples and specifications.

2.5 The contract price does not include the cost of carriage of the materials either to or from the company's premises unless agreed by the company with the customer.

### 3. PERFORMANCE

3.1 The company will use its reasonable endeavours to comply with any date or dates for the supply or completion of the services as stated in the Contract, but unless the Contract otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding. If the Company having used its reasonable endeavours fails to supply or complete the services by such date or dates, such failure shall not constitute a breach of the Contract nor shall the Customer be entitled to treat the Contract as thereby repudiated or to rescind it or any related contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.

3.2 If the Company is prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control including (but without limiting the generality of the foregoing) strikes, lock-outs or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure, fire, flood civil commotion or any cause of whatever kind and whenever occurring ("the Force Majeure"), further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered. In such circumstances either party shall be entitled, at any time during the continuance of the Force Majeure by notice in writing to the other forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Customer shall pay at the Contract Price for all services supplied by the Company to the date of such termination. On such termination "the Materials" shall become immediately collectable by the Customer. The Company shall not have any liability to the Customer for any direct or consequential loss or damage suffered by the customer as a result of the Company's inability to perform its obligations under the Contract by reason of any such circumstances.

### 4. PAYMENT

4.1 Unless the Contract otherwise provides, the Contract Price shall be payable not later than 60 days from the end of the month in which the company's invoice is dated.

4.2 The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Company upon the expiration of seven days' notice in writing to the Customer to suspend further performance of the Contract pending payment and in addition the Company shall be entitled without liability wholly or partially to cancel the Contract or any other contract between the Company and the Customer without prejudice to any other remedy available to the Company.

### 5. LIABILITY

5.1 The liability of the company for any claim or claims for direct injury, loss or damage made by the Customer against the Company whether in contract or in tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any defect in the services or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof) of the Company its servants or agents in the performance of the Contract (including, without limiting the generality of the foregoing, breach of any condition or warranty whether express or implied by statute, common law or otherwise howsoever) shall be limited to the rectification of such services or the satisfactory reperforming of those services

including where appropriate the reasonable cost of re-printing where this is necessary to replace the Materials (or any of them) which have been damaged or destroyed as a direct result of the Company's defective services and where such Materials can no longer be used for their original purpose.

5.2 The Company shall not be liable for any claims for economic loss, loss of production, loss of profit, loss of opportunity, loss of bargain or other indirect or consequential injury loss or damage made by the Customer against the Company whether in contract or in tort (including negligence on the part of the Company its servants or agents) arising out of or in connection with any such defect, act, omission, neglect or default referred to in Condition 5.1 above.

### 6. ELECTRONIC FILES –

6.1 It is the customer's responsibility to maintain a copy of any original electronic file.

6.2 The company shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed.

6.3 If an electronic file is not suitable for outputting on equipment normally adequate for such purposes without agreement or other corrective action the printer may make a charge for any resulting additional cost incurred.

### 7. INSOLVENCY –

Without prejudice to other remedies, if the customer becomes insolvent (namely, being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him) the printer shall have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

### 8. ERRORS

8.1 Any complaints about services provided or work supplied deemed by the Customer to be the fault of the Company should be submitted in writing within 7 days of delivery or receipt of invoice, whichever occurs sooner. After this date all goods and/or services will be deemed to be acceptable for use.

8.2 Any usage or further processing of the goods supplied will be deemed as acceptance of the goods.

8.3 The Company shall only consider financial recompense upon return of the goods in full, or that part of the supply deemed unacceptable.

### 9. VARIATIONS IN QUANTITY –

Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon a margin of 5%. This allows for overs or shortages.

### 10. ILLEGAL MATTER –

10.1 The Company shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature.

10.2 The Company shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any illegal or libellous matter printed for the customer or any infringement of copyright or design.

### 11. TRANSPORT-

If the company agrees to collect or deliver materials to or from the customer it will,

11.1 not be liable for any damage to materials, if they are not palletised correctly.

11.2 be liable for damage to goods in transit in the event of an accident.

11.3 not be liable to any delay in production to customer in the event of a vehicle breakdown or delay due to road traffic.

### 12. WRITTEN INSTRUCTIONS

12.1 All instructions to the Company should be made clearly and in writing we may refuse to accept liability for errors where written instructions have not been given.

12.2 The Company cannot accept responsibility for any verbal instructions given by telephone or otherwise and any errors arising from this shall be the responsibility of the Customer. The Company shall not rely on any instructions given by the Customer written or otherwise being incorporated in an order if those instructions were given before the written order was placed by the Customer