

**IMAGESOLUTION LTD (04698855)**  
**TERMS AND CONDITIONS & CONDITIONS OF SALE**

**1. FORMATION AND INTERPRETATION OF CONTRACT**

- 1.1 In these terms and conditions: the "Seller" means Imagesolution Ltd; the "Buyer" means the person, firm or company whose order for the Goods is accepted by the Seller; the "Goods" means any goods (or any part thereof) which the Seller is to supply to the Buyer means a written agreement between the Seller and the Buyer to supply Goods on the basis and to the extent set out in such agreement; the "Contract" means any contract (incorporating these terms and conditions) between the Seller and the Buyer for the sale and purchase of the Goods.
- 1.2 All quotations are made and all orders are accepted by the Seller subject to these terms and conditions and no addition or variation to these terms and conditions or any Contract is effective unless the Seller so agrees in writing signed by a director of the Seller. These terms and conditions override any other terms and conditions or any document or other communication used by the Buyer. Each order for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to purchase Goods subject to these terms and conditions.
- 1.3 The construction, validity and performance of the Contract shall be governed by English law and the English courts shall have [non-] exclusive jurisdiction.

**2. FORCE MAJEURE**

- 2.1 The Seller shall not be liable to the Buyer in any manner or be deemed to be in breach of the Contract because of any delay in performing or failure to perform any of the Seller's obligations under the Contract if the failure or delay was caused by:
- 2.1.1 any act of default on the part of the Buyer; or
  - 2.1.2 any act of God, war, riot, civil commotion; or
  - 2.1.3 strike, lock out, sit-in, industrial or trade dispute; or
  - 2.1.4 fire, flood, adverse weather, disease, accident to equipment or shortage of any material, fuel, labour, electricity or other supply; or
  - 2.1.5 any other cause whatsoever which the Seller could not reasonably have been expected to prevent.

**3. PRICES**

- 3.1 Agreed by the Seller in writing, the price of the Goods shall be the price set out in the Seller's Contract (current at the date of delivery and valid for 30 days). The prices stipulated are the full price of the Goods and inclusive of VAT and any other applicable tax.
- 3.2 Prices quoted are based on working hours. Any overtime accrued through, holiday, weekend work or urgent completion necessitated by the buyer is billed in addition to the original contract.
- 3.3 Changes in the scope of project and / or project specifications will require a revised Contract.

**4. PAYMENT**

- 4.1 The Seller will invoice the Buyer for the Goods at any time after completion.
- 4.2 Unless otherwise stated, prices are due and payable to the Seller in Sterling on completion of contract.
- 4.3 All payments due shall be made by the Buyer without any deduction.
- 4.4 Time of payment is of the essence of the Contract.
- 4.5 If the Buyer fails to make full and prompt payment on the due date, then (without prejudice to the Seller's other rights and remedies) the Buyer shall be liable to pay to the Seller interest (both before and after judgement) on the amount due calculated at 4% above the Bank of Scotland plc base rate until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest). Any costs incurred by the Seller in the collection of overdue accounts will be chargeable to and payable by the Buyer.

**5. DELIVERY**

- 5.1 Any stated delivery date is of the essence of the contract. If no dates are so stated, delivery will be within an agreed time between Buyer and Seller.
- 5.2 Subject to the other provisions of these terms and conditions the Seller will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

**6. TITLE**

- 6.1 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
- 6.1.1 the Goods; and
  - 6.1.2 all other sums which are or which become due to the Seller from the Buyer on any account.

**7. DESCRIPTION OF GOODS**

7.1 All specifications, descriptions, drawings and advertising matter of Goods provided or published by the Seller are intended only to serve as an approximate guide and shall not form part of the Contract.

#### **8. LIMITATION OF LIABILITY**

8.1 The Seller shall not be liable to the Buyer by reason of any representation, condition or other term or any duty at law or under the express terms of the Contract for any loss of profit or for any indirect or consequential loss or damage, loss of use, loss of production, loss of contract or any financial or economic loss or any indirect or consequential damage whatsoever or by reference to accrual of such costs, claims, damages or expenses on a time basis, costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Seller, its employees, agents or sub-contractors) which arise out of or in connection with the Contract.

8.2 The Seller shall not be liable nor accept responsibility for any operations issues to the Buyer for additional services required to fulfil the Contract.

#### **9. TERMINATION**

9.1 The Contract will terminate immediately upon the happening of any one or more of the following; the Buyer suffers or allows any execution whether legal or equitable to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations or duties under the Contract or any other contract between the Seller and the Buyer or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade.

#### **10. INTELLECTUAL PROPERTY**

10.1 All intellectual property rights in the Goods remain vested in the Seller.

10.2 The Seller shall not be liable to the Buyer for any infringement of any intellectual property rights caused by the Goods or their re-use or sale by the Buyer.

10.3 The Buyer shall not without the Seller's prior written consent allow any trade mark or service mark of the Seller or other word or mark applied to the Goods (or the packaging thereof) to be obliterated, obscured or omitted or any further word or mark to be added thereto; and the Buyer shall not use or apply any such word or mark without the Seller's prior written consent.

#### **11. DATA PROTECTION**

11.1 For the purposes of the Data Protection Act 1998, the data controller in relation to any personal data supplied is Imagesolution Ltd. Such data may include your name, contact and billing information (including company, financial information, telephone number, fax number and e-mail address) and transaction information.

11.2 Information supplied may be processed for the following purposes:

11.2.1 To administer any services and or products provided by the Seller.

11.2.2 To check credit references, prevent fraud and, if necessary, trade and recover debts.

11.2.3 To assess purchasing preferences in order to review, develop and improve services offered by the Seller.

11.2.4 For the Seller's own market research.

11.2.5 To offer the Buyer products and services from the Seller by e-mail, telephone, fax or mail.

11.2.6 To send the Buyer promotional information about the Seller's new products or services and or other information the Buyer may find interesting.

11.3 The Seller may also pass on information relating to the Buyer to other persons acting as agents and other carefully selected organisations as third party processors or data controllers, such as logistics companies, credit reference agencies etc. In this context information supplied may include the transfer of data outside the European Economic Area.

11.4 Communication between a Buyer and Seller is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this communication by unintended recipients is strictly prohibited.