

Harper Morgan Limited

Standard Terms and Conditions of Trade

1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the Goods or Services from the Seller
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Goods" means the articles (including services) which the Buyer agrees to buy from the Seller.
- 1.4 "Price" means the price for the Goods or services excluding carriage, packing, insurance and VAT.
- 1.5 "Seller" means Harper Morgan Limited
- 1.6 "VAT" means value-added tax.

2. Conditions Applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods (and services) by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for Goods (or Services) shall be deemed to be an offer by the Buyer to purchase pursuant to these Conditions.
- 2.3 Acceptance of the proof of design or provision of the Goods (or Services) shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 The Buyer shall deliver the necessary information and respond to requests for information to enable the Seller to conduct the delivery of its agreed services. The Seller cannot be held responsible for the delivery of Services where the Buyer has failed to deliver information or respond to reasonable requests in a timely manner that enables the Seller to deliver the Services.
- 2.5 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be in applicable unless agreed in writing by the Seller.

3. The Price and Payment

- 3.1 The Price shall be the price specified in the Seller's price list, quotation, agreement of works or proposal document current at the time of delivery of the Goods (or Services) or the quoted price if different therefrom (less any discounts agreed in writing in advance by the Seller). The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due until the date of payment at the rate of 8% per month (part of a month being treated as a full month for the purposes of calculating interest) and shall accrue at such rate after as well as before any judgment.
- 3.4 If the Buyer fails to make payment on the due date, then without prejudice to any other right or remedy available to the Seller and in addition to any interest and/or costs ordered to be paid by any court of competent jurisdiction, the Seller shall be entitled to charge the Buyer all costs and expenses involved in collecting the overdue payment.
- 3.5 If the Buyer fails to make any payment on the due date, then without prejudice to any of the Seller's other rights the Seller may suspend or cancel deliveries or withhold any articles due to the Buyer.

4. Credit Terms

The Seller may set and vary credit terms from time to time and withhold all or any further supplies if the Buyer exceeds such credit limit.

5. Delivery of the Goods/Services

- 5.1 The Seller shall deem production or supply of the Goods or Services (including electronic formats) as proof of delivery.
- 5.2 If the Buyer disputes any invoice or other statement of monies due, the Buyer shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly.

- 6. **Warranty/Limitation of Liability:** The Seller shall provide the Services in a professional manner with due care, skill and competence at a level commensurate with industry standards. No warranty or guarantee is given that the Services will be successful in whole or in part. The Seller shall not be liable for any indirect, consequential, special or incidental loss or damage suffered by Client or any third party, including loss of property, of data or of profits

7. Acceptance of the Goods/Services

- 7.1 The Buyer shall be deemed to have accepted the Goods (or services) 24 hours after delivery, publication or media release.
- 7.2 If the Buyer disputes the delivery of the Goods or quality of the Services, then the Buyer shall notify the Seller in writing within 14 days. The parties shall negotiate in good faith to attempt to resolve the dispute promptly and the Seller agrees to re-deliver the Service at no extra cost.
- 7.3 After acceptance the Buyer shall not be entitled to reject Goods (or services) which are not in accordance with the contract

8. Risk and Title (Property)

- 8.1 Risk shall pass on delivery of the Goods (or Services)
- 8.2 In spite of delivery having been made, property in the Goods (or Services) shall not pass from the Seller until:
 - 7.2.1 The Buyer shall have paid the Price plus VAT in full; and
 - 7.2.2 No other sum whatsoever shall be due from the Buyer to the Seller

9. Seller's liability

Subject to Clause 10 below the Seller shall not be liable for any errors or omissions once the proof of the Goods or services has been accepted (including but not limited to indirect or consequential loss to the Buyer arising from third party claims or otherwise) due to failure by the Seller to deliver the Goods or services or at all.

10. Consumer Rights

These terms and conditions do not affect the statutory rights of a Buyer who is a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977).

11. Waiver

Any delay or failure by the Seller to enforce or exercise any rights under these terms and conditions shall not be deemed to be a waiver of any such right nor operate to bar the enforcement or exercise thereof at any time or times thereafter.

12. Exclusion of Third-Party Rights

None of the provisions of any contract between the Seller and the Buyer and to which these terms and conditions shall apply will operate nor are they intended to operate to confer any benefit (Pursuant to the Contracts (Rights of Third Parties Act 1999) on a person who is not named as a party to such contract.

13. Governing Law

These terms and conditions and all other terms of any contract for the sale and purchase of goods between the Buyer and the Seller to which these terms and conditions apply shall be governed by and be construed in accordance with the law of England and Wales.