

## TERMS & CONDITIONS

The set of Terms and Conditions (T&C) is covering the business of Key Mail UK Ltd. (KMUK), who is a transportation business registered at Unit 12 Saxon Way Trading Estate, Saxon Way, Harmondsworth, Middlesex. UB7 0LW United Kingdom under Company Registration number 3755935 and VAT number GB793145119. This T&C's also include the privacy policy of KMUK.

### 1. Definitions and effects of conditions

- (a) The company means Key Mail UK Ltd.
- (b) These conditions shall apply to and be incorporated into every agreement between Key Mail UK Ltd and any person, firm or company (the customer) under which the company supplies goods or services at the request of the customer.
- (c) These conditions shall supersede all earlier conditions of the company.
- (d) These conditions shall take precedence over any conditions of the customer and shall not be varied without written consent of a director of the company.

### 2. Printed Goods

- (a) Printing is undertaken subject to a tolerance of a maximum 10% to setup and waste. Whilst waste is kept to an absolute minimum, if any resultant shortfall on the quantity originally ordered is likely to cause problems, we recommend you increase your order accordingly. We accept no responsibility for any resultant losses caused by printing shortfall.
- (b) Dimensions of envelopes, flaps, windows and window positions are nominal and can be vary by plus or minus 2mm, which may lead to variations in register and position of printing.
- (c) Origination – Additional studio work, e.g. separations, colour scanning planning, tint laying, reversals, setting and paste up etc, will attract extra charges. An estimate can be given upon sight of artwork.

### 3. Delivery

- (a) Any completion dates quoted whether verbally or otherwise are estimates only and in regard to any such date/time shall not be of the essence
- (b) Delivery of goods to the customer's address or such place stipulated by him/her shall constitute delivery and the risk therein shall pass upon such delivery to the customer.
- (c) Transit times quoted are an indication & not a guarantee.
- (d) Unless specifically offered in writing Postal Certificates, Copy Dockets or any other backup documentation is not available.

### 4. Quotations

- (a) Quotations indicate the price, excluding VAT, at which the company would be willing to undertake the work subject to sight of suitable sample. They are not offers to do work and the company in writing for a contact to arise must accept any order placed on the basis of a quotation. Any such contract shall be made on these conditions which shall constitute the entire agreement between the company and customer.

(b) Rates shown in the quotation are based on uniform run of the quality shown. Any variation in the quality may give rise to variation in the rates.

### 5. Frustration

- (a) If the company is prevented at any time from performing any contractual obligations, or if any loss, damage, injury delay in delivery is occasioned by or due to any cause beyond the company's control including (but without prejudice to the generality of the foregoing expression) the commission of any criminal act, shortage of goods act war (whether declared or not) civil commotion, accident, strikes, lock outs, act of god or any restrictions imposed by any local municipal or government authority (including customs authorities) whether British or foreign, the company shall be entitled to determine the contract and to discharge from all liabilities whatsoever to the customer and the company shall not be liable for loss, or damage, injury or delay as aforesaid.

### 6. Price

- (a) Unless otherwise stated any prices quoted by the company are:
  - Valid for 30 days from receipt
  - Exclusive of value added tax or any other taxes
  - Exclusive of any release certificates and the company shall charge extra in respect of the above items.

(b) The company reserves the right to adjust its charges on sight of material, should this be substantially different from the original where machine prices are quoted, size of material must comply with machine specifications.

(c) Where agree call-offs are not adhere to by the buyer, the company reserves right to amend price structure in accordance with quantities delivered.

(d) Any unforeseen overtime costs incurred by the company as a result of achieving the despatch or delivery dates stated in the contract shall be charged to the customer.

#### **7. Payment**

(a) Postage, couriers, customs duty and VAT in advance

(b) All other services, 7 days for the first 3 months of starting the account, after which it will be increased subject to the history of the first 3 months running of the account.

(c) Upon breach of a payment term, all contracts between parties shall be suspended and all payments due there under shall be due immediately and payable on demand and Key Mail UK Ltd will discontinue provision.

#### **8. Materials Supplied by the customer**

The company may reject any:

(a) Material supplied or specified by the customer or agents, which appear unsuitable. Additional costs incurred if materials are found to be unsuitable during production may

(b) Where materials are supplied or specified, responsibility or defected work will not be accepted by the company.

(c) Quantities of material supplied should be adequate for normal spoilage and contingency.

(d) Any property of the customer from time to time in the possession of the company in connection with any contract will be at the customers risk and the company declines to accept any liability in respect of cover of loss or damage to the same.

#### **9. Telephone Orders / Email Orders**

(a) The customer agrees to send the company written order of conformation of any telephoned orders or email orders duly marked with any confirmation reference given by the company.

#### **10. Passing & Reservation of Title.**

(a) The risk in the goods shall pass to the customer on delivery by the ownership and property in goods shall remain in the company until full payment has been received. Until such payment, their customer shall not sell or attempt to sell the goods. If the customer never less does purport to sell the goods then without prejudice to any right or available to sale or to claim for such proceeds.

(b) As long as the goods remain in the company, the company shall have the right , without prejudice to the obligations of the customer to pay the price, to retake possession of the goods (and for that purpose to go upon any premises occupied by the customer).

#### **11. Exclusion Liability**

(a) Except where provided otherwise in these conditions, the company shall be under no liability of whatsoever kind however caused whether or not due to the negligence or wilful default of the company or its servants or agents out of in connections with the goods or service. All conditions, warranties or other items, whether expressly excluded provided that nothing in this paragraph shall exclude or restrict any liability of the company or its servants or agents.

(b) In any event, the company's liability shall be limited to the direct loss and shall not include indirect or consequence loss.

#### **12. Headings**

(a) The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.

#### **13. Termination**

The company shall be entitled by notice in writing summarily to determine any agreement without prejudice to any claim or right the company may otherwise make or exercise where:

(a) The customer is in breach of any term, condition or provision of this agreement or required by law.

(b) The customer shall go into liquidation (except for the purpose of reconstruction) or if any petition or resolution to wind up the customer shall be presented or if a receiver is appointed of the customer undertaking property or assets or is a distress shall forthwith commit and act for

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bankruptcy. Cancellation of printing orders by the customer must be given in writing. Any costs incurred any such up to this point will be charged to the customer.

**14. Jurisdiction**

(a) This agreement shall be governed by and construction in accordance with the English Law and the courts of England shall have jurisdiction to hear all disputes arising in connection with the agreement.

**15. Storage**

(a) Goods stored at Key Mail UK Ltd are at the clients own risk. Should insurance be required, this must be agreed in writing and the concept and the appropriate premium as quoted by the company's insurers must be paid, unless otherwise agreed by the company.

(b) Items stored for a campaign may be disposed of 30days after the campaign is mailed unless the company is instructed in writing. Otherwise, disposal will be at the clients cost.

(c) Stored goods will be charged for at the discretion of the company.

(d) Items stored not charged for at the discretion of the company does not indicate that future or prior jobs will be stored at any cost other than the prevailing rate.

**16. Additional**

(a) The company shall have a general lien on all items relating to the service or products in its possession, Key Mail UK Ltd shall be entitled to sell or dispose of items as an agent for and at the expense of the customer and apply the proceeds towards any sums due given 7 days written notice.

(b) Any Waiver of any contract term in any particular instance by Key Mail UK Ltd shall not act as a general waiver and Key Mail UK Ltd shall be entitled to rely on their terms as though such waiver had not been given by Key Mail UK Ltd.