

Order No.
which must be quoted on invoices

Newnorth

a single source solution

Newnorth House, College Street, Kempston
Bedford MK42 8NA, England
Tel: (01234) 341111 Fax: (01234) 271112
ISDN: (01234) 217819
Email: newnorth@newnorth.co.uk

Please supply/carry out work as specified

For Newnorth Print Limited

This order is placed in accordance with our standard conditions of purchase, as detailed overleaf

Registered in London No. 1005393 VAT Reg. No. GB 705 7992 06

Form Number 205.02.02 Issued June 2004 Issue No. 4

CONDITIONS OF PURCHASE

1. INTERPRETATION

- 1.1 In these Conditions;
- "Conditions"** means the standard terms and conditions of purchase set out in this document and (unless the contract otherwise requires) includes any special terms and conditions agreed in Writing between Newnorth Print Limited and the Seller
- "Contract"** means the contract for the sale and purchase of the Goods
- "Delivery Address"** means the address stated on the Order
- "Goods"** means the goods (including any instalment of the goods or any parts for them) described in the Order which Newnorth is to purchase in accordance with these Conditions
- "Newnorth"** means Newnorth Print Limited (registered number 1005393)
- "Order"** means Newnorth's purchase order to which these Conditions are annexed
- "Price"** means the price of the Goods as stated in the Order
- "Seller"** means the person or organisation described in the Order
- "Specification"** includes any plans, designs, drawings, samples, instructions, descriptions, data or other information relating to the Goods furnished by or adopted by Newnorth.
- "Writing"** includes facsimile transmission and comparable means of communication
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 References to persons shall include bodies corporate, firms or unincorporated associations.

2. BASIS OF PURCHASE

- 2.1 The Order constitutes an offer by Newnorth to purchase the Goods subject to these Conditions and may be withdrawn at any time before the Seller's written acceptance has been received by Newnorth without any liability on Newnorth's behalf.
- 2.2 These Conditions shall apply to the Contract to the exclusion of all other terms and conditions, including any terms or conditions which the Seller may purport to apply under any sales offer, quotation or similar document.
- 2.3 Despatch or delivery of the Goods by the Seller to Newnorth shall be deemed conclusive evidence of the Seller's acceptance of these Conditions.
- 2.4 Any variation of these Conditions (including any special terms and conditions agreed between parties) shall be inapplicable unless agreed in Writing by a director of Newnorth.

3. SPECIFICATIONS

- 3.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by Newnorth to the Seller or agreed in Writing by Newnorth.
- 3.2 Any Specification supplied by Newnorth to the Seller, or specifically produced by the Seller for Newnorth, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of Newnorth. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
- 3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing, and delivery of the Goods.
- 3.4 The Seller shall not unreasonably refuse any request by Newnorth to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide Newnorth with all facilities reasonably required for inspection and testing.
- 3.5 If as a result of inspection or testing Newnorth is not satisfied that the Goods will comply in all respects with the Contract, and Newnorth so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 3.6 The Goods shall be marked in accordance with Newnorth's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. PRICE

- 4.1 The Price of the Goods shall be binding upon the Seller.
- 4.2 The Price is exclusive of VAT or other sales tax which shall be payable by Newnorth at the rate ruling on the date of receipt of a VAT invoice.
- 4.3 The Price quoted shall be inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods to the Delivery Address and any duties or levies other than VAT or other sales tax.
- 4.4 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Newnorth in Writing.
- 4.5 Newnorth shall be entitled to any discount for prompt payment, bulk purchase or volume or purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

5. PAYMENT

- 5.1 The Seller shall be entitled to invoice Newnorth on or at any time after delivery of the Goods and each invoice shall quote the number of the Order.
- 5.2 Unless otherwise agreed in Writing Newnorth shall pay the Price of the Goods within 90 days after the end of the month of receipt by Newnorth of a proper invoice or, if later, after acceptance of the Goods by Newnorth.
- 5.3 Newnorth shall have the right to set off against the Price any sums due to Newnorth by the Seller under this Contract or otherwise.

6. INSTALMENTS

- 6.1 Where the Goods are contracted to be delivered by instalments, the Contract will be treated as a single contract and not several contracts accordingly.
- 6.1.1 Newnorth shall have the right to treat any breach by the Seller of its obligations as regards one or more instalments as a repudiation entitling Newnorth itself to repudiate further performance and to recover damages for the breach;
- 6.1.2 the acceptance by Newnorth of any one or more instalments notwithstanding a breach of its obligations by the Seller shall not prejudice or restrict any of Newnorth's rights in respect of any other breach by the Seller.

7. PROPERTY AND RISK

- 7.1 Unless otherwise agreed in Writing by Newnorth, risk of damage or loss of the Goods shall pass to Newnorth upon delivery to Newnorth at the Delivery Address in accordance with the Contract.
- 7.2 The property in the Goods shall pass to Newnorth upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Newnorth once payment has been made and the Goods have been appropriated to the Contract.
- 7.3 The property and the risk in any rejected Goods passes to the Seller immediately on written notice of rejection being served on the Seller.
- 7.4 The Seller warrants to Newnorth that there is no restriction on or impediment against such passing of the property to Newnorth.

8. DELIVERY AND PACKAGING

- 8.1 The Goods shall be delivered to the Delivery Address and must be delivered in the quantities and at the times and dates stated in the Order (and if no time is stated delivery must be during Newnorth's usual business hours).
- 8.2 Where the date of delivery of the Goods is to be specified after the placing of the Order, the Seller shall give Newnorth reasonable notice of the specified date.
- 8.3 Subject to Condition 8.7, time shall be of the essence of the Contract, but Newnorth reserves the right to adjust the date of delivery at any time.
- 8.4 Newnorth may by notice in Writing cancel the Contract if the Seller fails to deliver any or all of the Goods by the specified dates without any liability (in particular for payment on a partial performance or quantum meruit basis). The right of cancellation is without prejudice to any other remedy Newnorth may have and on exercising the right of cancellation Newnorth may, at its option in respect of Goods already delivered comprising an instalment of the Order:
- 8.4.1 choose to make payment in full or part; or
- 8.4.2 return such Goods at the Seller's expense or require the Seller to collect such goods at the Seller's expense without any liability to make any payment either in respect of such Goods or in respect of further instalments of the Order.
- 8.5 If Newnorth exercises its right of cancellation Newnorth may recover from the Seller any expenditure incurred by Newnorth (whether directly or indirectly) in obtaining goods in substitution for those which have not been delivered or accepted.
- 8.6 All Goods must be delivered to and off loaded, carriage and packing paid, at the Seller's risk to the Delivery Address. Any third party carrier shall be deemed to be agent of the Seller and not of Newnorth. Newnorth reserves the right to make alternative delivery arrangements and to claim an allowance equal to any carriage charge.
- 8.7 If for any reason Newnorth is unable to accept delivery when the Seller is ready willing and able to deliver, and the date for delivery has passed, at the written request of Newnorth the Seller shall store and keep safe the Goods until delivery is requested by Newnorth, Newnorth undertaking to pay the reasonable costs of the Seller for such storage and safekeeping.
- 8.8 The Seller warrants that the packing materials will be such that the Goods will resist pilferage, distortion, corrosion, leakage or contamination.
- 8.9 Newnorth shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by Newnorth.
- 8.10 Newnorth shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until Newnorth has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 8.11 The Seller shall supply Newnorth in good time with any instructions or other information required to enable Newnorth to accept delivery of the Goods.
- 8.12 If the Goods are not delivered on the due date then, without prejudice to any other remedy, Newnorth shall be entitled to deduct from the Price or (if Newnorth has paid the Price) to claim from the Seller by way of liquidated damages for delay 1 per cent of the Price for every week's delay, up to a maximum of 10 per cent.

9. WARRANTIES AND REPRESENTATIONS

- 9.1 The Seller warrants to Newnorth that the Goods shall:
- 9.1.1 conform in every respect to the Specification and to any latest relevant British Standard Specification;
- 9.1.2 be of satisfactory quality;
- 9.1.3 be fit for any purpose where such purpose was expressly drawn to the attention of the Seller or was apparent by implication from the nature of the Goods;
- 9.1.4 be free from defect in tolerance, performance, safety, materials and workmanship; and
- 9.1.5 comply with all statutory requirements and regulations relating to the sale of the Goods.
- 9.2 The Seller warrants to Newnorth that the Goods will be as safe as persons generally are entitled to expect in all the circumstances and that therefore appropriate quality control and testing will have been carried out on the Goods.

9.3 The Seller warrants that the design, construction, quality, packaging and labelling of the Goods comply in all respects with the relevant requirements of any statute, statutory rule instrument or order.

9.4 Newnorth shall be entitled to rely on any representation made to Newnorth by or on behalf of the Seller concerning the Seller on any aspect of the Goods.

9.5 Except to the extent that they embody designs prepared by Newnorth the Seller warrants that neither the Goods nor the use thereof by Newnorth or its assignees will infringe any patent, trade mark, registered design or other proprietary right and the Seller undertakes to indemnify Newnorth against all actions, claims, demands, damages and costs arising from or by reason of any actual or alleged infringement of any such right.

10. INDEMNITIES

IMPORTANT: THE SELLER IS ADVISED TO READ THIS CONDITION

- 10.1 The Seller shall fully and effectively indemnify Newnorth against all losses (including loss of profit and other consequential loss), costs, claims, demands, expenses (legal or otherwise) interest, damage or injury directly or indirectly suffered by Newnorth (or claims in respect thereof made against Newnorth by third parties and any costs and expenses arising in connection therewith) which result from failure to comply with or being in breach of any terms of the Contract or the Seller's performance of the Contract (whether negligent or otherwise) and in particular but without prejudice to the generality of the foregoing which result from late delivery, a defect in the Goods or their material, construction, workmanship or design (where design is the Seller's responsibility) and from the expense of obtaining replacement goods in respect of Goods which have been rejected or have not been delivered.
- 10.2 The Seller shall fully and effectively indemnify Newnorth against all losses (including loss of profit and other consequential loss), costs, claims, demands, expenses (legal or otherwise), interest, damage or injury which may (directly or indirectly) be suffered by Newnorth as a result of or in connection with:
- 10.2.1 any claims for infringement of any third party intellectual property rights by reason of the use or resale of the Goods including such costs, claims, demands, expenses and interest which Newnorth may incur in any action for such infringement or for which Newnorth may become liable in such action;
- 10.2.2 any royalties payable by the Seller or Newnorth;
- 10.2.3 the Goods being involved (whether in part and directly or indirectly) involved in a claim under the Consumer Protection Act 1987 except to the extent that the alleged defect in the product the subject of the claim was directly caused by an act or omission of Newnorth; and
- 10.2.4 any act or omission of any of the Seller's personnel or agents in connection with the supply and delivery of the Goods.
- 10.3 The Seller will at all times insure and keep itself insured with a reputable Insurance Company against all insurable liability under the Contract and in particular against all liabilities under this Condition 10. Newnorth has contracted with the Seller on the basis that the Seller will bear the cost of insuring against such liabilities.

11. ASSIGNMENT

- 11.1 The Contract or any part of it must not be assigned or sub-contracted by the Seller without Newnorth's prior written consent. In any legal proceedings between Newnorth and the Seller, the Seller shall not set the existence of a sub-contract as a defence to such proceedings and shall be responsible for the Seller's contractors in all respects.

12. SELLER'S BREACH

IMPORTANT: THE SELLER IS ADVISED TO READ THIS CONDITION

- 12.1 If the Seller has failed to comply with the terms of the Contract (whether as to the whole or part of the Goods comprising the Order) Newnorth shall be entitled (whether or not the Goods or any part of the Goods have been accepted by Newnorth) to any one or more of the following remedies at Newnorth's discretion:
- 12.1.1 to treat such breach by the Seller of its obligations as a repudiation entitling Newnorth itself to repudiate further performance and to recover damages for the breach and without any liability to the Seller (in particular for payment on a partial performance or quantum meruit basis);
- 12.1.2 to reject and return the Goods or require the Seller to collect them or any part thereof, any costs incurred to be paid by the Seller. Newnorth shall be entitled to be repaid in full for any Goods so returned;
- 12.1.3 to give the Seller the opportunity to replace or repair the Goods or reinstate them at the Seller's expense so that they comply with the terms of the Contract;
- 12.1.4 to refuse to accept any further deliveries or instalments of the Goods or any part thereof without any liability to the Seller;
- 12.1.5 to carry out at the Seller's expense such work as may be necessary to make the Goods or any part thereof comply with the Contract;
- 12.1.6 to claim such damage as Newnorth may have sustained in consequence of any breach of the Contract including loss of profit and the expenses of:
- 12.1.6.1 obtaining goods to replace those which have been rejected or have not been delivered; and
- 12.1.6.2 carrying out any further work on the Goods or any items of which the Goods comprise part or to which the Goods relate.
- 12.2 These rights shall be in addition to and without prejudice to any other rights Newnorth may have.
- 12.3 Neither the Seller nor Newnorth shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods, if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:
- 12.3.1 Act of God, explosion, flood, tempest, fire or accident;
- 12.3.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 12.3.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 12.3.4 import or export regulations or embargoes;
- 12.3.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Seller or Newnorth or of a third party);
- 12.3.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 12.3.7 power failure or breakdown in machinery.

13. TERMINATION ON NOTICE

- 13.1 In addition to any rights Newnorth may have under these Conditions or at law Newnorth shall be entitled to terminate the Order in respect of all or part only of the Goods by notice to the Seller without liability and to refuse to accept any Goods not delivered and accepted at the date of such notice PROVIDED THAT Newnorth shall pay to the Seller the contract price of Goods delivered and accepted by Newnorth and not already paid for.

14. INSOLVENCY AND CHANGE IN CONTROL

- 14.1 Newnorth shall have the right to exercise any of the rights set out in Condition 14.2 forthwith by notice in writing to the Seller if any of the following events occurs to the Seller:
- 14.1.1 if there is a change in control of the Seller (within the meaning of Section 840 Income and Corporation Taxes Act 1988);
- 14.1.2 if the Seller (being an individual or firm) has a bankruptcy petition presented against him, or a bankruptcy order is made, the Seller (being an individual, firm or a company) makes any voluntary arrangement with its creditors or becomes subject to an administrative order or (being a company) goes into liquidation (otherwise for the purposes of amalgamation or reconstruction);
- 14.1.3 if an encumbrancer takes possession, or a receiver is appointed, of any of the Seller's assets or property;
- 14.1.4 if the Seller ceases or threatens to cease, to carry on business;
- 14.1.5 if the Seller suffers distress or execution against its property;
- 14.1.6 if the Seller carries out or suffers any analogous act or event under any other jurisdiction;
- 14.1.7 If Newnorth reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.
- 14.2 Newnorth shall have the right without liability:
- 14.2.1 to terminate the Order forthwith by notice to the Seller, or to the trustee in bankruptcy, administrator or administrative receiver or liquidator or to any person in whom the Contract may become vested;
- 14.2.2 to give the Seller, trustee in bankruptcy, administrator or administrative receiver or liquidator or other person in whom the Contract may become vested the option of carrying out the Contract subject to its or his providing a guarantee for the due and faithful performance of the Contract.

15. CONFIDENTIAL ITEMS

15.1 The Seller shall not disclose any samples, design work, photographs, negatives, information, details, specifications, dies, moulds, formulations of compounds, patterns, software and any other items or matters relating to the Goods (Confidential Items) to any other person except such of its employees and sub-contractors and suppliers as may be necessary for the performance of its obligations under the Order and the Seller shall ensure that any person to whom Confidential Items are disclosed undertakes to hold them as confidential.

16. GUARANTEE

- 16.1 Without prejudice to any other right of Newnorth whether express or implied or any other guarantee given by the Seller to Newnorth or which Newnorth has the benefit of, the Seller shall without delay repair or replace (at its own expense) any Goods which are or become defective within 12 months from delivery (for such longer period as may be reasonable) where such defect arises under proper use from faulty design materials or workmanship or the Seller's incorrect instructions as to use or any other breach of any warranties, warranties express or implied. Such guarantee shall then apply to the repaired or replaced Items for a further period of 12 months from the date of repair or replacement.
- 16.2 Any breach by the Seller of its obligations under Condition 16.1 shall entitle Newnorth after serving written notice of intent to proceed to remedy the defect at the Seller's risk and expense without prejudice to Newnorth's other rights.

17. GENERAL

- 17.1 Any notice to be given under these Conditions shall either be delivered personally or sent by first class or air mail if the Seller is based outside the United Kingdom or facsimile transmission. The address for service of each party shall be any address for service previously notified to the other party. A notice shall be deemed to have been served as follows:
- 17.1.1 if personally delivered, at the time of delivery;
- 17.1.2 if posted, at the expiration of 3 days, or 7 days in the case of air mail, after the envelope containing the same was delivered into the custody of the postal authorities; and
- 17.1.3 if sent by facsimile transmission, at the time of transmission.
- 17.2 In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority or that the facsimile was transmitted on a tested line as the case may be.
- 17.3 All notices shall be in writing.
- 17.4 No waiver by Newnorth of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 17.6 The Contract shall be governed by and construed in accordance with the laws of England and the authentic text shall be English.