

CONDITIONS OF SALE

In these conditions “the Seller” means The Great British Card Company (GBCC) Ltd, “the Buyer” means the person, firm or company purchasing the Goods, “the Goods” means the goods or materials which shall be the subject of the contract between the Seller and the Buyer.

1. Acceptance of Order

All orders are accepted by the Seller subject to these Conditions of Sale which override any other terms or conditions stipulated or incorporated or referred to by the Buyer whether in the order, or in any negotiations, and so that these Conditions of Sale are the only terms or conditions upon which the Seller sells or supplies the Goods. The contract for the sale of Goods between the Seller and the Buyer shall be deemed to have been made when the Seller sends or otherwise communicates to the Buyer its acceptance of the Buyer’s order and the Goods relative to such contract shall be those stated in such acceptance. Contracts for delivery by instalments shall be deemed to be indivisible. The contract shall be deemed to have been made at the address of the Seller shown overleaf.

2. The Price

(i) The Seller may at any time before delivery increase the price of the Goods by notice to the Buyer. In such an event the Buyer may on receipt of such notice cancel the order for the Goods, but if delivery of the Goods is to be made by instalments the Buyer shall be entitled to cancel only the undelivered portion of the order. No other remedy shall be available to the Buyer in respect of such variation in price. If the Buyer shall not make any such cancellation the increased price shall apply to the contract except as regards those of the Goods already delivered when the increase is made.

(ii) Unless otherwise stated on the Seller’s Delivery Note, the price for the Goods shall include the Seller’s costs of standard packing, normal insurance and delivery of the Goods to any one address in the United Kingdom specified in writing by the Buyer to the Seller prior to delivery.

3. Payment

(i) Unless otherwise stated on the Seller’s Delivery Note or Statement, payment of the full amount stated on each and every invoice issued by the Seller in respect of the Goods or part thereof shall be made not later than the last day of the calendar month following the calendar month of the date of the invoice. Notwithstanding the above, the Seller may at any time require the Buyer to make payment in advance of delivery or to advance adequate security for the payment of all amounts due or to become due under the contract.

(ii) Where payment is to be made by instalments the failure of the Buyer to pay any instalment in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach of contract.

(iii) Without prejudice to the right of the Seller to payment in accordance with the terms of payment hereunder the Seller shall at its discretion have the right to charge interest at a rate per annum equal to 4 per cent above the base rate of Barclays Bank Plc from time to time on any sum outstanding from the date on which such sum becomes due for payment to the actual date of payment, both before as well as after any judgement.

4. Delivery and Risk

(i) Delivery of the Goods or part of the Goods shall take place when the Goods or part of the Goods are unloaded from any means of transport at the Buyer’s premises or at the premises to which the Buyer may have requested the Seller to deliver the Goods or part thereof or (in instances where the Buyer arranges transport for the Goods) when the Goods or part thereof are handed to the Buyer or his or its employee or agent or are entrusted to the control of any such person or are set aside at the premises of the Seller in a manner which indicates that they have been appropriated by the Seller to the contract between the Seller and the Buyer.

(ii) The Goods or any part thereof shall be at the Buyer’s risk from the time when the Goods or such part thereof are delivered.

(iii) All delivery dates are estimates only. The Seller shall not be liable for failure to deliver by such dates or for any damage or loss arising directly or indirectly out of delay in delivery nor shall the Buyer be entitled to refuse to accept the Goods because of late delivery.

(iv) If the Buyer refuses to accept delivery the Seller shall be deemed to have tendered and the Buyer to have refused to accept such delivery and to have repudiated the contract.

5. Passing of Property

(i) Property in the Goods shall not pass to the Buyer until such time as the Buyer has paid the full purchase price for the Goods and any other goods supplied to the Buyer by the Seller.

(ii) At any time after any sum has become due from the Buyer to the Seller and remains unpaid, the Seller may recover from the Buyer goods, the property in which remains in the Seller, having a value at the price charged by the Seller to the Buyer equal to the sum outstanding and due from the Buyer to the Seller.

(iii) The Buyer confers upon the Seller all necessary authority to enter upon any premises occupied by the Buyer at any time during normal working hours for the purposes of recovering any of the Seller’s goods.

6. Loss in Transit

(i) The Buyer shall inspect the Goods immediately upon delivery and shall within three days of such delivery (time being of the essence) give notice in writing to the Seller of any matter or thing by reason whereof it alleges that the Goods are not in accordance with the contract. Any delivery book or note marked “Not Examined” will not be accepted by the Seller for the purposes of this sub-paragraph.

(ii) If the Buyer shall fail to give such proper notice as is required hereunder then the Goods shall be deemed in all respects to be in accordance with the contract and the Buyer shall be deemed to have accepted the Goods

(iii) The Goods in respect of which the Buyer makes any claim hereunder shall be preserved intact as delivered for a period of twenty-one days from the date of the claim, within which time the Seller or its agents shall have the right to attend at the Buyer’s premises to investigate the complaint. Any breach of this condition shall disentitle the Buyer to any allowance in respect of his or its claim.

(iv) Goods represented by the Buyer to be defective or not to conform to the contract shall if authorised by the Seller be returned and in the Seller’s absolute discretion shall either be replaced or be credited. The Buyer shall not be entitled where the Goods are to be delivered by instalments to cancel any undelivered balance of the order.

7. Limitation of Liability

(i) Except for (a) the implied undertakings as to title set out in Section 12 of the Sale of Goods Act 1979; and; and (b) in a case where the Buyer does not make the contract for the purchase of the Goods in the course of a business and the Goods are of a type ordinarily supplied for private use or consumption, the implied undertakings as to conformity of the Goods with description or sample or as to their quality or fitness for a particular purpose set out in Sections 13, 14 or 15 of the Sale of Goods Act 1979, and save as specified in paragraph 7 (iv), all conditions guarantees or warranties, whether express or implied by statute, common law or otherwise, relating to the Goods or to the supply thereof are hereby excluded from this contract.

(ii) Whilst the utmost care is taken to ensure the accuracy of any information data and advice furnished to the Buyer such information and data shall not, subject as provided in paragraph (i) above, be deemed to form part of the contract for the sale of Goods and the Buyer shall at the time the contract is made be deemed to have carried out its own investigations and tests of the Goods.

(iii) Save as specified in paragraph 7 (iv), the Seller's liability for any and all direct loss or damage resulting to the Buyer from defective Goods or from any other cause whatsoever shall be limited to the purchase price of the Goods in respect of or in relation to which such loss or damage is claimed unless the Seller shall have replaced such defective Goods with Goods conforming in all respects with the contract in which event the Seller shall be under no liability in contract or in tort for any injuries, losses, expenses or damage direct or indirect, and in particular but without prejudice to the generality of the foregoing, any consequential loss, in each case arising out of or consequent upon or attributable to the contract for the sale of the Goods or the supply or use of the Goods or the Buyer or any third party having made use of or adopted in whole or in part any information or data or advice given by or on behalf of the Seller in relation to the Goods or their use.

(iv) Nothing in this paragraph 7 shall restrict or limit any liability of the Seller for death or personal injury resulting from its negligence or for or in respect of any fraudulent misrepresentation made by the Seller.

(v) The foregoing paragraphs 7 (i) to 7(iii) inclusive shall apply save that if any Act of Parliament or other statutory provision for the time being in force shall avoid or make unenforceable any of the provisions thereof such paragraphs shall be deemed to apply with the exclusion of those provisions thereof which shall be void or unenforceable as aforesaid.

8. Cancellation of Orders

Subject as herein provided, orders for Goods may not be cancelled or suspended without the Seller's written consent. Any cancellation or suspension of an order is acceptable only on the express condition that the Seller shall be indemnified against any loss incurred wholly or in part by the cancellation or suspension.

9. Force Majeure

The Seller shall not be liable in any way for loss or damage arising directly or indirectly, through or in consequence of delivery of the Goods being prevented or delayed by happenings or occurrences due to or by reason of mobilisation, hostilities, acts of the Queen's enemies or war (whether declared or not), Government action, departmental instructions or act of God, riots, combination of workmen, lock-outs, strikes or disturbances wherever taking place, want of raw materials or fuel in consequence of non-delivery or any other causes, want of transport, accidents, fire, flood, blocking of or accidents to aeroplanes, shipping or railway lines, failure of ships to sail at advertised times, reduction or stoppage of output at the works where the Goods are being manufactured through fire, flood, heat, frost, storm, tempest or intemperate weather, holidays, breakdowns, accidents to machinery, late provision to the Seller of any materials information or instruction pertinent to the fulfilment of the order for the Goods by the Buyer, or any other causes or any circumstances whatsoever beyond the Seller's control or any acts of third parties whether criminal or otherwise, and in these circumstances the Seller expressly reserves the right to cancel or suspend the whole or any part of any delivery.

10. Indemnity

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims, and demands, charges or expenses in connection therewith for which the Seller may become liable in respect of the Goods sold under the contract in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the Seller.

11. Default

If the Buyer shall commit any breach of these Conditions or if any distress or execution shall be levied upon any of the property or assets of the Buyer or if the Buyer shall, in the sole opinion of the Seller, be unable to pay the Seller for the Goods or suspend payment of his or its debts or make any arrangements with his or its creditors, or being a company have a receiver or an administrator appointed of its assets, or pass any resolution to be wound up, or being an individual shall commit any act of bankruptcy, or have any bankruptcy petition presented against it, then and in any such event the Seller shall, without prejudice to any other rights and remedies it might have and without any liability whatsoever, be at liberty forthwith by notice in writing to the Buyer to cancel all orders and contracts or any part thereof remaining unfulfilled between the Seller and the Buyer for the delivery of the Goods.

12. Intellectual Property Rights

(i) No representation, warranty or indemnity is given by the Seller that the Goods do not infringe any letters patent, trade marks, registered designs or other industrial rights.

(ii) No licence or authority to copy or reproduce in any way the Goods or part thereof is given under the contract between the Seller and the Buyer.

13. Assignability

The contract of which these Conditions form part is personal to the Buyer who shall not assign the benefit thereof without the Seller's written consent.

14. Proper Law

The construction, validity and performance of this contract shall be governed by the Law of England.

NOTE:

All contracts for the sale of goods similar to the Goods entered into by the Seller and the Buyer subsequent to this contract shall be made upon the terms and conditions set out above subject to any additions, amendments or alterations thereto which may be expressly agreed by the Seller and the Buyer.