

## **APG Terms and Conditions for Services - Framing, Screenprinting, Digital Studio**

### **1. Basis of Supply**

- 1.1 In these terms & conditions the expression "APG" and/or "the Seller" shall mean "APG WORKS LTD" or any of its associated or subsidiary companies and "buyer" means the person or body who accepts "APG's" quotation for the supply of goods and/or services or whose order is accepted by "APG".
- 1.2 The supply of goods and/or services ("the supply" ) to the buyer shall be in accordance with "APG's" written quotation or the buyers written order subject in either case to these conditions.
- 1.3 No variation to these conditions shall bind the parties unless they agree in writing.
- 1.4 "APG's" employees or agents are not authorised to make any oral representations concerning the supply.
- 1.5 "APG" shall not be liable for any oral advice or recommendation given by "APG" to the buyer concerning the supply.

### **2. Orders and Specifications**

- 2.1 "APG" shall not be deemed to have accepted the buyers order unless "APG" has accepted it in writing.
- 2.2 The buyer is responsible for ensuring the accuracy of the buyer's order.
- 2.3 The buyer will indemnify "APG" against any liability for infringement of the intellectual property rights of any third party, which may result from the supply.
- 2.4 "APG" may alter any specification provided by the buyer to conform with any statutory requirements provided this does not materially affect the quality or performance of the supply.
- 2.5 Cancellation by the buyer will only be accepted on terms that the buyer will indemnify "APG" against all loss thus incurred by "APG".
- 2.6 "APG" reserves the right to submit proofs to the buyer for approval. Once approved any alterations will be at the-buyer's cost.
- 2.7 Any original designs, screens ("Originals") produced by "APG" will remain "APG's" property. The cost of such originals will be charged extra. Such originals will be retained by the seller for four (4) calendar months after delivery of the buyer's order, If the buyer places a further order after the expiry of 4 months "APG" reserves the right to make an additional charge for the supply of Originals.
- 2.8 Where the buyer is to supply materials goods or equipment ("Customers Property") to "APG" such customer's property will be held by "APG" at the buyers sole risk. Further "APG" will not be liable to the buyer, for any imperfections in the finished product arising out of imperfections in the artwork/reference material supplied.
- 2.9 "APG" shall not be entitled to publish or display the buyer's designs or logos on "APG's" premises or in "APG's" literature without the buyers permission.

### **3. Price of the Supply**

- 3.1 The price will either be "APG's" quoted price or where no price has been quoted the price listed in "APG's" price list at the date of acceptance. All quoted prices are valid for thirty days only.
- 3.2 If the cost of the supply to "APG" increases before "APG's" acknowledgement of an order due to factors beyond "APG's" control "APG" may increase the price accordingly.
- 3.3 Unless otherwise agreed all prices given by "APG" are on an ex-works basis and where "APG" agrees to deliver the supply other than at "APG's" premises, the buyer will pay "APG's" charges for transport.
- 3.4 Prices quoted are exclusive of VAT, which the buyer shall pay in addition, if it applies.
- 3.5 Alterations at the buyer's request made after "APG" has accepted the buyer's order will be charged extra.
- 3.6 If "APG" produces samples or proofs for the buyer the buyer will pay extra for them.

## **4. Terms of Payment**

- 4.1 Payment of goods supplied by "APG" is due 30 days after the date of the invoice covering such goods providing application for credit has been agreed by "APG" prior to the supply of the goods.
- 4.2 In all other cases unless "APG" has agreed in writing the buyer will pay for the supply on placement of an order for such supply.
- 4.3 If the buyer fails to pay for the supply within the time limited in 4.1 above then in addition to its other rights "APG" may cancel the contract and suspend any further deliveries and charge the buyer interest on the outstanding amount at the rate of 3% per annum, above Barclays Bank Plc base rate from time to time.

## **5. Delivery**

- 5.1 Unless "APG" has agreed in writing to deliver the supply elsewhere the buyer will collect the supply from "APG's" premises when "APG" notifies the buyer that the supply is ready for collection.
- 5.2 Delivery dates are approximate only and "APG" shall not be liable for delay. Time for delivery will not be of the essence unless so agreed in writing.
- 5.3 "APG" may deliver in orders of 1000+ up to 2% more or less than the ordered quantity without adjusting the price and the quantity so delivered shall be deemed to be the quantity ordered.
- 5.4 If the supply is to be delivered by instalments each delivery will constitute a separate contract. If "APG" fails to deliver one or more of the instalments the buyer shall not be entitled to repudiate the whole contract.
- 5.5 "APG's" liability for damages for non delivery shall be limited to the difference in price between that part of the supply not delivered and the cost to the buyer if replacing in the cheapest available market.

## **6. Risk and Title**

- 6.1 Risk of damage to or loss of the supply will pass to the buyer at the time that the supplier collects or, where "APG" is to deliver the supply to the buyer, at the time when "APG" makes delivery.
- 6.2 All goods supplied to the buyer shall remain the sole and absolute property of the seller as legal and equitable owner until such time as the buyer shall have paid to the seller the agreed price.
- 6.3 Until such payment the Buyer shall be in the possession of the goods solely as bailee for the seller and in a fiduciary capacity and shall store the goods separately and in such a way as to enable them to be readily identifiable as the property of the seller.
- 6.4 Until property in the supply passes to the buyer the seller shall be entitled to call for the return forthwith of any goods or product constituting the supply and in default to enter the Buyer's or any third party's premises in order to repossess such goods or products.

## **7. Exclusions**

- 7.1 "APG" shall not be liable for any defect in the supply arising from any drawing design or specification supplied by the buyer.
- 7.2 "APG" shall not be liable for any defect or damage caused by the buyer.
- 7.3 Save as provided in these conditions and except where the supply consists of goods sold under a Consumer Sale (as defined by the Act 1979) or services supplied under a Consumer Supply (as defined by the supply of Goods and Services Act 1982) all Warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.4 Where the supply constitutes a Consumer Sale or Consumer Supply the Buyer's statutory rights are not affected by these conditions.

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- 7.5 The buyer must notify "APG" of any defects within 7 days of delivery and return the defective goods to "APG" within 10 days of delivery.
- 7.6 If the buyer notifies "APG" of a valid defect "APG's" liability shall be limited (at "APG's" sole discretion) to the replacement of the supply or the refund of the price.
- 7.7 Save as expressly provided in these conditions or in respect of death or personal injury caused by "APG's" negligence "APG" shall not be liable to the buyer for any consequential loss or damage arising out of the supply or the use or resale by the buyer of any goods or product constituting the supply.
- 7.8 "APG" shall not be liable to the buyer for any delay or failure in performance of obligations which occurs for reasons outside "APG's" reasonable control.

## **8. Insolvency and Default of Buyer**

- 8.1 If the buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if an order is made or a resolution is passed for the winding up of the buyer or if a receiver is appointed of any of the Buyer's assets or undertaking or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other contract between the Buyer and the Seller, the Seller may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries and/or determine the rights of the buyer under condition 6.2 and/or by notice in writing to the Buyer determine the contract.

## **9. General**

- 9.1 If any provision of these conditions is held to be wholly or partly invalid or unenforceable the validity of the other provisions of these conditions shall not hereby be affected.
- 9.2 Any dispute arising under or in connection with the conditions or the Supply shall be referred to arbitration by a single arbitrator appointed in default of agreement by the president for the time being of the Chartered Institute of Arbitrators.
- 9.3 The contract shall be governed by the Laws of England.
- 9.4 Any notice under these conditions shall be written and serviced at the registered office of principle place or business of the part being served.