

# Standard Terms and Conditions of Business

## 1. Preliminary

"T/the Company" means Blue Graphics Ltd and all duly authorised employees of the Company working in or from any of the locations at or from which the Company transacts business.

"T/the Customer" means any Person, Public Authority, Partnership, Company or other Corporate Body who places an order for goods or services on the Company.

These Standard Terms and Conditions of Business are deemed accepted by the Customer in placing an order on the Company. Unless, only, a duly appointed director of the Company has agreed in writing that they shall not apply to a specified order or series of orders and has set out in writing alternative Terms and Conditions of Business and has stated to which order or orders of the Customer's such alternative Terms and Conditions of Business will apply.

The Company reserves the right to amend its Standard Terms and Conditions of Business at any time and undertakes to give notice of such amendment by way of notification given in all acknowledgements of orders.

## 2. Notice

All notices and acknowledgements and advices and invoices shall be deemed as received by the Company and by the Customer within 2 working days when delivered by 1<sup>st</sup> class post, 3 working days when delivered by 2<sup>nd</sup> class post and 1 working day when delivered by fax or by e-mail. No communication by Telex can be accepted nor made by the Company.

## 3. Prices

The Company reserves the right to amend prices at any time. For specific projects and contracts, the prices ruling shall be those agreed there for, irrespective of any other price offered by the Company generally or to another Customer.

The Customer accepts that for all orders for goods and services placed on the Company the price or prices that shall apply is that or are those currently offered by the Company and that the Customer shall not order goods at the price ruling at the time a previous order was placed.

## 4. Acknowledgement of Order

The Company shall issue an acknowledgement for all orders from the Customer within one working day of receipt of order. The acknowledgement shall be by e-mail, or by fax or by post and shall be made to the person at the Customer named on the order, or to the Customer, generally.

The Company shall be committed to undertaking no action of any kind by any order until an acknowledgement has been issued.

The acknowledgement shall refer the Customer to The Company's current Standard Terms and Conditions of Business.

The acknowledgement states the delivery date for the orders as known at the time of acknowledgement and states the price excluding and including VAT and including delivery charges if any and payment terms whether or not these differ from the standard price or standard payment terms published by the Company at the time and date the order was placed.

The Customer undertakes to accept delivery of goods ordered to the terms and at the date and time as stated in the acknowledgement. The Customer undertakes to indemnify the Company against any expense howsoever incurred as a result of the failure of the Customer to accept delivery as offered in the acknowledgement of order.

## 5. Cancellation or Deferral of Order

No Cancellation or Deferral of ordered goods or services will be accepted by the Company without the express written consent of the Company.

The Customer agrees to meet all costs arising to the account of the Company from the Customer's Cancellation or Deferral of an Order or any part or portion thereof for which the Company has issued an acknowledgement. The Company agrees to provide evidence of such costs and to invoice for them and the

Customer agrees to make full payment for such costs within 30 days of the issue of an invoice for them by the Company.

## 6. Warranties and Guarantees

The Company may offer to transfer a warranty or guarantee from an original manufacturer or supplier to the Customer insofar only as such warranty or guarantee may be accepted as transferable by the original manufacturer or supplier from the Company to the Customer.

The Customer agrees to return goods for which a claim under warranty or guarantee is being made at the cost of the Customer to the Company or to the original manufacturer or supplier or his representative office as advised by the Company when the claim is made by the Customer.

The Company offers no warranty or guarantee or like term of contract to the Customer on the Company's own account.

In the event of payment being delayed by the Customer the Company reserves the right not to process a claim under the warranty or guarantee of an original manufacturer or supplier until payment has been made.

## 7. Payment

Unless and as otherwise specifically stated in writing to the Customer by the Company, the Customer agrees that all goods and services shall be paid for in full to the Company including any VAT payable within 30 (thirty) days of despatch of goods or provision of services.

"Within 30 (thirty) days" means here within 30 calendar days. The Company accepts no other interpretation of the phrase "within 30 days". The Customer undertakes not to apply or claim any interpretation of the phrase "within 30 days" in any transaction undertaken with the Company.

The Company reserves the right to invoice the Customer for interest on all amounts invoiced and not paid for more than 30 days at 8% above the Bank of England official dealing rate calculated daily for all days until any amount invoiced has been paid in full to the Company. The Customer agrees to make payment of any Invoices for Interest presented by the Company within 30 days.

The Customer acknowledges that the Company's rights under the Late Payment of Commercial Debts (Interest) Act 1998 are not affected by this section 7.

The Customer agrees to reimburse the Company for any costs incurred by the Company arising from cheques or payments made in any other form which are not honoured or met by the Customer's bankers. The Company agrees to provide details of such costs to the Customer.

## 8. Retention of Title

All goods supplied remain the property of the Company until payment there for has been credited to the Company's bank account.

Where no physical good is concerned in an order or any other transaction no property or right of any kind shall transfer to the Customer from the Company until payment has been received into the Company's bank account.

At any time after the date on which payment as defined herein has become due for any order The Company reserves the right to resume possession of any goods delivered. Such resumption may be from the Customer or from any party who may be in possession of them.

The Customer undertakes to inform The Company of the whereabouts at all times of all goods delivered until payment for goods has been credited to the Company's account.

The Customer undertakes not to offer for sale to any party any good or service supplied under an order to the Company until payment as detailed in the acknowledgement of order has been received in full.

At any time after the date on which payment as defined herein has become due for any order the Company reserves the right to discontinue any service or to withhold delivery of any goods ordered by the customer from the company until such payment is received.

The Company will not necessarily accept that any debt due to the Company from the Customer is extinguished wholly or partly nor offset as a result or consequence of any action undertaken by the Company or its agents or representatives in connection with or to obtain any right due to the Company for the retention of its property or suspension or discontinuance of a service.

## 9. Copies

The Customer undertakes not to make any copies of software or other electronic or hard copy information supplied by The Company except where the Customer has received and retains the express written permission of The Company to make or have made any such copy of any item supplied by the Company.

Where the Customer or any other party supplied by the Customer makes an unauthorised copy the Customer undertakes to make payment for such copy as for a delivery or other supply under an order placed on the current Standard Terms and Conditions of Business and at the current price for the item of the Company.

## 10. Limitation of Liability

The Company shall be liable only to meet its obligations as given under an order acknowledged to the Customer.

The Company shall be liable to no greater extent than to replace goods or electronic media supplied which the Company acknowledges as defective or to complete a service for which it has acknowledged an order from the Customer.

The Company will under no circumstances accept any claim for any loss or damage to the Customer or to the Customer's, suppliers, staff, and prospective customers or to any other person or body connected to the Customer claimed as consequential on any act or omission by any supplier of, employee of or other person connected to the Company or of the Company itself.

The Company shall accept no liability for loss or consequence of delay or damage that may be claimed as due to any action or omission by a carrier or transmitter of goods or services or media ordered by the Customer. The Customer undertakes to pursue claims arising from delay or damage with the carrier or transmitter and not with The Company.

## 11. Data Protection Act 1998

The Company undertakes to maintain its registration under this Act. Where the Company acts as a Data Processor for the Customer, the Customer undertakes to accept all responsibility as the Data Controller for all data subjects on or about whom the Company processes data for the Customer. The Company undertakes not to make any use of data on subjects whose data is controlled by the Customer and processed by the Company.

## 12. Notice of Standard Terms and Conditions

The Company undertakes to post the current Standard Terms and Conditions of Business to a public area on its Web Site at [www.bluegfx.com](http://www.bluegfx.com). The Company shall draw attention to the current Standard Terms and Conditions of Business in all order acknowledgements. The Company shall supply a copy of the current Standard Terms and Conditions of Business to the Customer on request.

## 13. Legislation

The Company recognises the rights of the Customer under the Sale of Goods Act 1979, the Consumer Protection Act 1987 and the Unfair Contracts Terms Act 1977.

## 14. Applicable Law

The Customer agrees that in the event of any dispute with the Company or of any claim for any damages whether for direct or consequential loss made against the Company the Customer will submit to the jurisdiction of the Scottish Courts.

