

TERMS AND CONDITIONS OF SALE

All contracts for the sale of goods made by or on behalf of JAMES G CARRICK & COMPANY LIMITED ("the Seller") are subject to the following terms and conditions:

1. INTERPRETATION

In these terms and conditions:

"Conditions"	means these terms and conditions and includes any special terms and conditions agreed in writing between the Customer and the Seller;
"Contract"	means the contract for the sale of the Goods;
"Customer"	means the person so described in the Order;
"Delivery Address"	means the delivery address stated in the Order;
"Goods"	means the goods described in the Order;
"Order"	means the Customer's purchase order;
"Price"	means the price of the Goods.

2. APPLICATION

These Conditions apply to all sales of the Goods by the Seller to the Customer and shall apply in place of and prevail over any terms or conditions contained or referred to in the Customer's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing and any purported provisions to the contrary are hereby excluded. No variation of these Conditions shall be binding upon the Seller unless made in writing and signed by a Director of the Seller.

3. TERMS OF PAYMENT

The Customer shall pay the Seller's invoice within 30 days of the date of such invoice. Payment shall be made by cheque payable to James G Carrick & Company Limited or direct

to the Seller's nominated bank account or such other method of payment as stipulated by the Seller from time to time.

4. FAILURE TO MAKE PAYMENT

If the Customer does not pay on the date specified above the Seller shall be entitled, without prejudice to any other right or remedy it may have to terminate this Contract, cancel or suspend any further deliveries to the Customer under any Order and/or charge the Customer interest on the amount unpaid from the due date until payment is made in full at the rate of 4% above the base lending rate of The Royal Bank of Scotland plc for the time be In force.

5. GOODS AND PRICES

The Price of the Goods shall be those prices contained in the Seller's list prices from time to time. The Seller shall have the right at any time on giving one week's notice to the Customer, to change its prices and/or to withdraw the Goods from the range of products offered by the Seller. All prices for the Goods are exclusive of (i) any applicable value added or any other sales tax, and (ii) any delivery charges for which the Customer shall be additionally liable.

6. ORDERS

Orders may be made by telephone, fax or e-mail by the Customer and are in all cases subject to written acceptance by the Seller.

7. DELIVERY

7.1. THE SELLER SHALL ENDEAVOUR TO COMPLY WITH DELIVERY DATES QUOTED BY IT BUT TIME FOR DELIVERY SHALL NOT BE OF THE ESSENCE AND THE SELLER SHALL NOT BE LIABLE FOR ANY FAILURE DELAY OR ERROR IN DELIVERY NOR SHALL IT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING THEREFROM HOWEVER CAUSED.

7.2. The Customer shall specify in its Order whether the Goods are to be collected by the Customer from the Seller's premises or delivered to a Delivery Address. If the Goods are to be collected from the Seller's premises, delivery shall be "ex-works" (as defined in Incoterms 2000) and shall take place as soon as the Goods are made available for collection by the Customer or its agent or other representative at the Seller's

premises. If the Goods are to be delivered to a Delivery Address then delivery shall be "c.i.p." (as defined in Incoterms 2000) and shall take place when the Goods are delivered to the carrier

- 7.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to repudiate the contract as a whole nor to cancel any subsequent instalments.

8. VARIATIONS IN QUANTITY

The Seller shall endeavour to deliver the correct quantity of the Goods stated in the Order but orders for Goods are accepted on the condition that the Customer accepts a margin of ten percent (10%) for over supply or shortfall in quantity.

9. REFUSAL OR FAILURE TO TAKE DELIVERY

If the Customer does not take delivery of the Goods or fails to give the Seller adequate delivery instructions in its Order then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery and charge the Customer for the reasonable costs of storage or sell the Goods at the best price readily obtainable and charge the Customer for any shortfall below the Seller's invoice price or terminate this Contract with immediate effect and recover from the Customer any loss and additional costs incurred as a result.

10. CLAIMS AND INSPECTION

It shall be the responsibility of the Customer to inspect and check the Goods as soon as reasonably practicable after delivery and in any event, not more than five (5) days after delivery to ensure that the quality, condition, quantity and specification of the Goods conform to the instructions contained in the Order. In the case of non-delivery of all or part of the Goods, it shall be the responsibility of the Customer to intimate to the Seller in writing

no later than seven (7) days after the due date for delivery that the Goods (or part of the Goods) have not been delivered. The Customer shall intimate any claim to the Seller in respect of any other matter in relation to the Goods. The Seller will have the right to inspect any Goods which are the subject of a claim by the Customer.

11. RISK AND INSURANCE

11.1. The risk in the Goods shall pass to the Customer

11.1.1. if the Goods are to be delivered "c.i.p." (as defined in Incoterms 2000) to the Delivery Address, when the Goods are delivered to the carrier;

Or

11.1.2. if the Goods are to be delivered "ex-works" (as defined in Incoterms 2000), when the Goods are made available by the Seller for collection by the Customer or its agent or other representative at the Seller's premises.

11.2. The Customer shall be responsible for taking out and maintaining appropriate insurance cover for loss or destruction to the Goods after delivery takes place in accordance with these Conditions.

12. TITLE

Property in and title to each consignment of the Goods shall pass to the Customer when (but not until) the whole price for that consignment has been paid in full. The Customer shall ensure at all times that the Goods are readily identifiable as the Seller's until the full price is paid and shall give the Seller access to any premises where the Goods are stored or situated or where the Seller reasonably believes them to be stored or situated for the purposes of inspecting or recovering the Goods.

13. LIABILITY

13.1. The Seller shall not be liable to the Customer for any shortfall in the quantity of Goods delivered unless the Customer inspects the Goods and notifies the Seller of any claim in accordance with Condition 10.

- 13.2. The Seller shall not be liable to the Customer for non-delivery or for any claims that the Goods are defective in quality or condition or that they fail to meet any particular description of the Goods unless such facts or events are notified to the Seller within the relevant periods specified in Condition 10
- 13.3. Where any claim based on damage, non-delivery or on defects in quality or specifications is notified to the Seller within the periods specified in Condition 10, the Seller shall, if the Seller in its absolute discretion considers such claim to be valid, replace the Goods (or the part in question) free of charge, or at the Seller's discretion, refund to the Customer the price of the Goods (or a proportionate part of the price) or provide the Customer with credit against future orders but the Seller shall have no further liability to the Customer.
- 13.4. EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, NO WARRANTY, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, PERFORMANCE, DURABILITY OR FITNESS FOR PURPOSE OF THE GOODS IS GIVEN OR ASSUMED BY THE SELLER AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED IN SO FAR AS PERMITTED BY LAW. THE CUSTOMER'S ATTENTION IS DRAWN TO ANY STORAGE AND HANDLING INSTRUCTIONS RELATING TO OR ACCOMPANYING THE GOODS, COPIES OF WHICH CAN BE OBTAINED FROM THE SELLER'S HEAD OFFICE, AND THE SELLER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR FAILURE TO FOLLOW THE INSTRUCTIONS OR FOR USE OF THE GOODS FOR ANY PURPOSES NOT SPECIFIED IN THE INSTRUCTIONS.
- 13.5. THE SELLER SHALL NOT IN ANY CASE BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SIMILAR LOSS OR DAMAGE (INCLUDING ALL MANNER OF COSTS, FEES AND EXPENSES) ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE HOWSOEVER EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS AND IN SO FAR AS PERMITTED BY LAW.

13.6. IN ANY EVENT, AND SUBJECT TO CONDITION 13.7, THE MAXIMUM AGGREGATE LIABILITY OF THE SELLER TO THE CUSTOMER IN RESPECT OF BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, DELICT OR OTHERWISE SHALL BE LIMITED TO THE SUM OF FIVE MILLION POUNDS STERLING IN RESPECT OF ALL CLAIMS MADE DURING ANY PERIOD OF TWELVE (12) MONTHS.

13.7. Nothing in these Conditions shall be deemed to restrict or exclude the Seller's liability for death or personal injury caused by the Seller's negligence.

14. ARTWORK AND PROOFS

14.1. It shall be the responsibility of the Customer to inspect all artwork proofs submitted for approval and the Seller shall not be liable to the Customer for any errors or omissions not corrected by the Customer in proofs so submitted. The Customer's alterations, except typographical errors made by the Seller, and any additional proofs necessitated thereby shall be charged extra to the Customer.

14.2. All tools, dyes, printing plates, negatives, blocks and engravings used by the Seller shall remain the absolute property of the Seller and the Customer shall obtain no rights to the same. Any artwork or materials provided by the Customer to the Seller to enable the Seller to print labels, apply graphics or otherwise decorate the Goods shall not be returned to the Customer and the Seller shall have the right to dispose of the same at any time.

15. RETURNABLE PACKAGING

The Seller shall be entitled to charge for pallets and packaging materials. The Seller shall issue credit notes to the Customer (at a rate to be specified by the Seller from time to time) in respect of any pallets and/or packaging material which is returned to the Seller at the Seller's premises in good condition.

16. INSOLVENCY AND DEFAULT

If the Customer becomes insolvent, has a receiver or administrative receiver appointed over the whole or any part of its assets, enters into any compound with its creditors, has an order

made or resolution passed for it to be wound up, ceases or threatens to cease to carry on business or commits any breach of these Conditions, the Seller may without prejudice to any of its other rights under these Conditions stop any Goods in transit and/or suspend deliveries forthwith and/or by notice in writing to the Customer terminate the Contract.

17. WAIVER

No waiver by the Seller of any breach of these Conditions by the Customer shall be construed as a waiver of any subsequent breach of the same or any other provision.

18. SEVERANCE

If any provision of these Conditions or any part thereof 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 provision in question shall not be affected thereby.

19. ASSIGNATION

The Seller shall be entitled to assign or sub-contract any or all of its rights or obligations under the Contract but the Customer shall not be entitled to assign or sub-contract any or all of its rights or obligations under the Contract.

20. FORCE MAJEURE

The Seller shall not be liable to the Customer, nor shall the Customer have the right to terminate a Contract, if the Seller is prevented from or delayed in performing any of its obligations under the Contract for any reason outwith the reasonable control of the Seller including without prejudice to the foregoing generality any act of God, war, strike, lockout or other labour dispute, fire, government act, order or legislation.

21. GOVERNING LAW AND JURISDICTION

These Conditions shall be governed and construed in accordance with the laws of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the Scottish courts.