

PER ANNUM TERMS & CONDITIONS OF TRADING

1. GENERAL

- 1.1 All business accepted by Per Annum is subject to these terms and conditions which should be incorporated in any agreement between Per Annum and the Customer to the exclusion of any conditions of business on which the Customer may seek to trade.
- 1.2 Nothing in these conditions will affect the statutory rights of a Customer who is not buying Products in the course of their business.
- 1.3 All the terms of agreement between the Customer and Per Annum are contained in this document. No additions or variations shall have effect unless agreed in writing.
- 1.4 If any legislation or convention is compulsorily applicable to the contract these terms and conditions and any part of these terms and conditions is incompatible with such legislation or convention such part shall be overridden by the legislation or convention to that extent and no further.

2. DEFINITIONS

- 2.1 "The Customer" The person, organization, firm or company placing an order for Products with Per Annum.
- 2.2 "Per Annum" means Per Annum Ltd, Reg No. 3298447 whose registered office is situated at 14 Ennismore Gardens, Thames Ditton, Surrey, KT7 0YS.
- 2.3 "The Products" the goods offered for sale by Per Annum and ordered by the Customer.

3. ORDERING & PRICE

- 3.1 Information contained in Per Annum catalogue sales literature drawings and other documents is approximate only and no representations contained in such document shall be incorporated as a term of an agreement between the parties unless specifically agreed in writing.
- 3.2 All orders are subject to availability. No agreement is formed until Per Annum have sent the Customer an Order Confirmation Form and this has been signed and returned by the Customer.
- 3.3 Any Prices quoted by Per Annum are subject to the addition of delivery charges and value added tax at the prevailing rate for time to time.
- 3.4 If any print or artwork is to be included in or on the Products a proof of the artwork will be sent to the Customer to check and sign-off. Per Annum shall have no liability in respect of any error in print or artwork on which the Customer has signed-off.
- 3.5 Where products are printed or manufactured the printer or manufacturer will often print additional quantity to ensure the colour, position and quality of the print are correct before running the job. They then charge Per Annum for this additional quantity. Where such charge is made to Per Annum this will be passed on to the customer and the customer will be charged for the additional items.

4. PAYMENT

- 4.1 Unless agreed in writing payment of an invoice will be made in pounds sterling within 30 days of its date.
- 4.2 Time of payment shall be of the essence of the agreement.
- 4.3 Interest on all sums due shall run at the rate of 8 per cent above base rate of National Westminster Bank Plc from the due date until payment is received.
- 4.4 The Customer shall pay to Per Annum all sums immediately when due without reduction or deferment on account of any claim counterclaim or set-off.

5. INVOICE DISPUTES

- 5.1 The Customer shall inform Per Annum within 7 days of receipt of an invoice about any dispute it has in respect of that invoice. If the Customer fails to inform Per Annum of any dispute within 7 days of receipt of the invoice then the Customer waives its right to dispute the invoice.
- 5.2 The undisputed amount of any invoice shall remain due and payable under the terms of the original invoice notwithstanding the existence of any dispute referred to in clause 5.1 above.

6. DELIVERY & PERFORMANCE

- 6.1 Where Per Annum has given an estimate of time for the delivery of Products (whether in Per Annum's catalogue or otherwise) Per Annum shall use all reasonable endeavours to comply with such time estimates. It is however specifically agreed that time shall not be of the essence and the Customer shall not be entitled to damages howsoever arising or of whatsoever nature as a result of Per Annum's failure to deliver the Products by any specified date.
- 6.2 Per Annum may make minor alterations to the specification of Products which do not materially affect their overall appearance or performance.
- 6.3 Per Annum reserves the right not to deliver the Products and treat the agreement as having been avoided if due to force majeure or other circumstances beyond the control of Per Annum including but not limited to war riot industrial dispute fire or act of God Per Annum cannot provide the Products and in such circumstances Per Annum shall have no liability to make any payments to the customer or refund the purchase price.

7. ACCEPTANCE & RETURN

- 7.1 Upon delivery the Customer has 48 hours to inform Per Annum of any damage caused to the Products in transit. After this time the Customer will be deemed to have accepted the Products.
- 7.2 In the event that the Customer notifies Per Annum of any damage caused to the Products in transit within 48 hours of delivery Per Annum's liability shall be limited to the entitlement to replacement or repair of such Products.
- 7.3 Upon delivery the Customer has 48 hours to inform Per Annum of the products which do not conform to the order for whatever reason, except where clause 3.4 applies. After this time the Customer will be deemed to have accepted the Products.
- 7.4 In the event that the Customer notifies Per Annum that the Products do not conform to the order, except where clause 3.4 applies, Per Annum liability shall be limited to the entitlement to replacement or repair of such products.

8. TITLE & RISK

- 8.1 Risk in the Products supplied by Per Annum shall pass to the Customer upon delivery.
- 8.2 Title in the Products supplied by Per Annum shall remain with Per Annum notwithstanding delivery to the Customer until the Customer has paid to Per Annum all sums due on any account whatever between the parties.
- 8.3 By placing an order with Per Annum the Customer irrevocably licenses Per Annum and its authorized representatives to enter upon any premises occupied by the Customer for the purposes of recovering the Products in which title has not passed to the Customer.

9. LIABILITY

- 9.1 Subject to clause 1.4 Per Annum's liability howsoever arising shall not exceed the invoice value of the Product

complained of (other than claims for death or personal injury).

9.2 Under no circumstances shall Per Annum be liable to the Customer for any loss of profit loss of market consequential loss or damage howsoever arising.

10. INTELLECTUAL PROPERTY

The intellectual property including (but not exclusively) copyright and design rights in any Products or images incorporated into Products supplied by Per Annum or which are generated by Per Annum or their agents shall at all times remain with Per Annum and no unauthorised copying or representation of any such Products or images whether in hard copy or machine readable forms shall be authorized unless agreed in writing.

11. NOTICES

Any notice in writing required to be sent to Per Annum by the Customer shall be sent to the registered office for Per Annum Ltd and shall be sent by recorded delivery.

12. LAW

This agreement shall be governed by and construed in accordance with the Laws of England and Wales.