



TERMS AND CONDITIONS

1. Definitions

1.1 "Company" shall mean P+D Limited its successors and assigns or any person acting on behalf of and with the authority of P+D Limited.

1.2 "Customer" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply, and shall mean any person acting on behalf of and with the authority of such person or entity.

1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.

1.4 "Goods" shall mean Goods supplied by the Company to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Company to the Customer.

1.5 "Services" shall mean all services supplied by the Company to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 "Price" shall mean the cost of the Goods as agreed between the Company and the Customer subject to clause 3 of this contract.

2. Acceptance

2.1 Any instructions received by the Company from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Company shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of the Company.

2.4 The Customer undertakes to give the Company at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.

3. Price And Payment

3.1 At the Company's sole discretion the Price shall be either;
(a) as indicated on invoices provided by the Company to the Customer in respect of Goods supplied; or
(b) the Company's quoted Price (subject to clause 3.2) which shall be binding upon the Company provided that the Customer shall accept the Company's quotation in writing within thirty (30) days.

3.2 The Company reserves the right to change the Price in the event of a variation to the Company's quotation.

3.3 Orders are accepted and promises of delivery are given conditionally upon the Company being able to secure the necessary material(s). The Company shall

not be liable for any loss or damage including but not limited to lost media time

and/or late posting costs arising through delays caused by the late delivery of materials for any reason whatsoever.

3.4 Additional costs to the Company, including but not limited to overtime work hours, incurred due to the Customer's request for urgent delivery will be charged

to the Customer as an extra and detailed separately on an invoice.

3.5 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due thirty (30) days following the date of the invoice unless otherwise agreed in writing.

3.6 Payment will be made by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Customer and the Company.

3.7 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Orders

4.1 Orders will only be accepted by the Company when received in writing.

4.2 Quotations are issued in writing and must be signed off for approval by the Customer and faxed/emailed/posted to our office to confirm an order.

4.3 All orders received are placed in a queuing system and the Company will not alter their work rota nor accept any loss or damage caused by delays due to the position of the Customer's order in the work queue.

4.4 Changes or alteration to an order will result in a longer lead-in time and/or an additional charge relevant to the change charged at the Company's sole discretion.

4.5 Assistance will be given to the Customer in the determination of their requirements from the drawings and measurements supplied. Full responsibility for ordering the correct item(s) rests solely with the Customer.

5. Delivery Of Goods

5.1 At the Company's sole discretion delivery of the Goods shall take place when the Customer takes possession of the Goods at the Customer's address (in the event that the Goods are delivered by the Company or the Company's nominated carrier); or

5.2 At the Company's sole discretion the costs of delivery are;

(a) included in the Price, or

(b) in addition to the Price for additional deliveries to the Customer.

5.3 The Customer shall make all arrangements necessary to take delivery of them Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Company shall be entitled to charge a reasonable fee for redelivery.

5.4 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

5.5 The Company shall not be liable under any circumstances whatsoever, for loss or damage, including but not limited to loss of profit, caused by late delivery due to: (a) approved artwork or any information necessary, in the Company's opinion, to complete the contract not being delivered or made available by the Customer to the Company in sufficient time to enable compliance with agreed delivery dates or times; or (b) delays in the approval and sign-off of draft artwork by the Customer;

5.6 The failure of the Company to deliver shall not entitle either party to treat this contract as repudiated.

5.7 The Company shall not be liable for any loss or damage whatever including but not limited to lost media time and/or late posting costs due to failure by the Company to deliver the Goods (or any of them) promptly or at all.

6. Risk

6.1 If the Company retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.

6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Company is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Company is sufficient evidence of the Company's rights to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries.

7. Title

7.1 It is the intention of the Company and agreed by the Customer that ownership of the Goods shall not pass until:
(a) the Customer has paid all amounts owing for the particular Goods, and
(b) the Customer has met all other obligations due by the Customer to the Company in respect of all contracts between the Company and the Customer.

7.2 Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Company's ownership or rights in respect of the Goods shall continue.

7.3 It is further agreed that:
(a) where practicable the Goods shall be kept separate and identifiable until

the Company shall have received payment and all other obligations of the Customer are met; and

(b) until such time as ownership of the Goods shall pass from the Company to the Customer the Company may give notice in writing to the Customer to return the Goods or any of them to the Company. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and

(c) the Company shall have the right of stopping the Goods in transit whether or not delivery has been made; and

(d) if the Customer fails to return the Goods to the Company then the Company or the Company's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods; and

(e) the Customer is only a bailee of the Goods and until such time as the Company has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for the Company; and

(f) the Customer shall not deal with the money of the Company in any way which may be adverse to the Company; and

(g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Company; and

(h) the Company can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and

(i) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that the Company will be the owner of the end products.

8. Customer's Disclaimer

8.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution

arising out of any misrepresentation made to the Customer by the Company and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

9. Defects

9.1 The Customer shall inspect the Goods on delivery and shall within ten (10) days notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Company an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Company has agreed in writing that the Customer is entitled to reject, the Company's liability is limited to either (at the Company's discretion) replacing the Goods or reprinting the Goods.

9.2 The Company shall not be responsible for damage to or loss of the goods or any part thereof in transit (where the Goods are carried by the Company's own transport or by the carrier on behalf of the Company) unless the Customer shall notify the Company of any such claim within ten (10) days or receipt of the Goods or the scheduled date of delivery, whichever shall be the earlier.

9.3 The Customer will bear full responsibility for any and all errors and/or omissions in the Goods in the event that the Customer has approved the Goods before the final production stage. The Company accepts no responsibility whatever for any errors once approval has been obtained.

10. Returns

10.1 Returns will only be accepted provided that:

- (a) the Customer has complied with the provisions of clause 9.1; and
- (b) the Company has agreed in writing to accept the return of the Goods; and

(c) the Goods are returned at the Customer's cost within twenty-one (21) days of the delivery date; and

(d) the Company will not be liable for Goods which have not been stored or used in a proper manner; and

(e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

10.2 The Company will not accept the return of Goods for credit.

10.3 The Company may (in its discretion) accept the return of Goods for credit or refund but this may incur a handling fee of 20% of the value of the returned Goods plus any freight.

11. Warranty

11.1 To the extent permitted by statute, no warranty is given by the Company as to the quality or suitability of the Goods for any purpose and any implied warranty is expressly excluded. The Company shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

12. Sale of Goods Act 1893 and Sale of Goods and Supply of Services Act 1980

12.1 This agreement is subject to the provisions of the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 in all cases except where

the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).

12.2 Notwithstanding clause 12.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods Act 1893 (in particular sections 12-15), or the Sale of Goods and Supply of Services Act 1980, or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts laws or legislation.

12.3 In particular where the Customer buys Goods as a consumer the provisions of Clauses 9, 10 and 11 above shall be subject to any laws or legislation governing the rights of consumers.

13. Intellectual Property

13.1 Where the Company has designed or drawn Goods for the Customer, then the copyright in those designs and drawings shall remain vested in the Company, and shall only be used by the Customer at the Company's discretion.

13.2 Where any designs or specifications have been supplied by the Customer for manufacture by or to the order of the Company then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party and will not cause the Company to infringe any patent, registered design or trademark in the execution of the Customer's order.

13.3 The Customer shall indemnify the Company against any claims by third parties for patent, trademark, design or copyright infringement, directly or indirectly arising out of the design, workmanship, material, construction, or use of the Goods or any other deficiency therein. Where the Customer has supplied drawings, sketches, files or logos to the Company, the Customer warrants that the drawings, sketches, files or logos do not breach any patent, trademark, design or copyright.

13.4 The Company may grant the Customer a licence to use the Intellectual Property referred to in clause 13.1 in relation solely to the operation of the Customer's business however, the Customer shall not use nor make copies of such Intellectual Property in connection with any work or business other than the work or business specified in writing to the Company unless express approval is given in advance by the Company. Such licence shall terminate on default of

payment or any other terms of this agreement by the Customer.

14. Default & Consequences Of Default

14.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.

14.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and own Customer basis and the Company's collection agency costs.

14.3 Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment); the Company may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company exercised its rights under this clause.

14.4 If any account remains overdue after thirty (30) days then an amount of the greater of €20.00 or 10.00% of the amount overdue (up to a maximum of €200) shall be levied for administration fees which sum shall become immediately due and payable.

14.5 Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Company shall, whether or not due for payment, become immediately payable in the event that:
(a) any money payable to the Company becomes overdue, or in the Company's

opinion the Customer will be unable to meet its payments as they fall due; or
(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

15. Security And Charge

15.1 Despite anything to the contrary contained herein or any other rights which the Company may have howsoever:

(a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Company or the Company's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Company (or the Company's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

(b) should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own Customer basis.

(c) The Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Company or the Company's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause

16. Cancellation

16.1 The Company may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Company shall repay to the Customer any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

16.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by the Company (including, but not limited to, any loss of profits) up to the time of cancellation.

17. Data Protection Act 1988 & Data Protection Act 2003

17.1 The Customer and the Guarantor/s (if separate to the Customer) authorises the Company to:

(a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and (b) to disclose information about the Customer, whether collected by the Company from the Customer directly or obtained by the Company from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing (whether before or after judgement) a default by the Customer on publicly accessible credit reporting databases.

17.2 Where the Customer is an individual the authorities under (clause 17.1) are authorities or consents for the purposes of the Data Protection Act 1988 & Data Protection Act 2003.

17.3 The Customer shall have the right to request the Company for a copy of the information about the Customer retained by the Company and the right to request the Company to correct any incorrect information about the Customer held by the Company.

18. Artwork & Graphics

18.1 Artwork is an additional charge if graphics / logos / pictures are not supplied to the Company ready for print by the Customer.

18.2 The quality finished product graphics is dependant on the quality of the artwork provided by the Customer. The Customer hereby accepts that if an image is supplied by them that is of insufficient file size to the print size the finished product will be substandard.

18.3 The Company accepts no responsibility whatsoever for the quality of the finished product when the artwork is supplied by the Customer.

18.4 When quotations and/or orders are based on specifications, roughs, samples or dummies supplied by the Customer any extra work or cost caused by any variation by the Customer may be charged to the Customer and shown as extras on the invoice.

18.5 All work carried out whether experimentally or otherwise at the Customer's request will be charged to the Customer.

19. Unpaid Company's Rights

19.1 Where the Customer has left any item with the Company for repair, modification, exchange or for the Company to perform any other Service in relation to the item and the Company has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Company shall have:

- (a) a lien on the item;
- (b) the right to retain the item for the Price while the Company is in possession of the item;
- (c) a right to sell the item.

19.2 The lien of the Company shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.

20. General

20.1 Each clause of this contract is severable and distinct from the others. If

any provision of these terms and conditions is or becomes invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Ireland and are subject to the jurisdiction of the courts of the Republic of Ireland.

20.3 The Company shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these terms and conditions.

20.4 In the event of any breach of this contract by the Company the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Goods.

20.5 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Company.

20.6 The Company may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

20.7 The Company reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Customer of such change. Except where the Company supplies further Goods to the Customer and the Customer accepts such Goods, the Customer shall be under no obligation to accept such changes.

20.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.