



Greenprint Consultancy Ltd **T** +44 (0)1206 308125
6 Pertwee Close **F** +44 (0)1206 304669
Brightlingsea **E** office@green-print.net
Colchester **W** www.green-print.net
Essex CO7 0RT
England

Greenprint Consultancy Ltd. Terms & Conditions

Terms and Conditions of Greenprint Consultancy Limited, Registered in England No. 5790907,
registered address: 6 Pertwee Close, Brightlingsea, Colchester, Essex CO7 0RT, England (herein
after referred to as "the Company")

Definitions pertaining to this contract:

BUYER - The person who accepts the estimate of the Company and whose order is placed on and
accepted by the Supplier.

SUPPLIER - The person who provides the goods or services to the Buyer.

CLIENT - The person who accepts the estimate of the Company for consultancy services and
whose order is placed on and accepted by the Company.

CONTRACT SERVICES - where the Company provides a management service to the Buyer and
receives payment for these services from the Supplier.

TRADE CONSULTANCY SERVICES - where the Company provides consultancy services to the Client
based on an agreed rate and receives payment directly from the Client.

1. **PAYMENT TERMS** - The standard terms of payment unless otherwise agreed in writing are
net monthly. Amounts outstanding beyond our standard terms (or alternative agreed
terms) will attract interest at 5% over Bank of England base rate, which will be invoiced at
the Company's discretion.
2. **SERVICE CHARGES** - The Company shall provide services and shall receive payment for
these services in accordance with section 4 of these Terms & Conditions.
3. **TAX** - Except in the case of a customer who is not contracting in the course of a business
nor holding himself out as doing so the Company reserves the right to alter the amount of
any Value Added Tax payable whether or not included on the estimate or invoice.

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4. DELIVERY AND PAYMENT - Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed payment shall become due in accordance with item 1. It is accepted that, where the Company provides Contract Services, payment to the Company shall be made immediately on receipt of payment to the Supplier by the Buyer.
5. CLAIMS - All claims by the Buyer based on any defect in the quality or condition of the goods or their failure to meet the agreed specification must be made in writing to the Supplier in accordance with the Supplier's terms and conditions. All claims must be made within 30 days of receipt of the first delivery of the goods.
6. LIABILITY - (a) The Company shall not be liable for defective work supplied by the Supplier and any concession or reduction in price agreed between the Buyer and the Supplier shall not affect payment of the sum agreed by the Supplier to the Company. (b) The Company shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit not caused by the Company. The terms and conditions having legal force between the Buyer and the Supplier shall apply to any order placed by the Buyer and confirmed by the Supplier. (c) Where work is defective for any reason including negligence, the Company's liability (if any) shall be limited to assisting in mediation between the Buyer and the Supplier.
7. CUSTOMER'S PROPERTY - Buyer's property and all goods supplied to the Company by or on behalf of the Buyer shall, while it is in our possession or in transit to or from the customer, be deemed to be at customer's risk unless otherwise agreed in writing and the Buyer should insure accordingly.
8. INSOLVENCY - If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him the Company without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and any costs incurred by the Company in fulfilling the order on behalf of the Client, such charge to be an immediate debt due to him, and (ii) in respect

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of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

9. **ILLEGAL MATTER** - (a) The Company shall not be required to handle any matter which in the opinion of representatives or agents of the Company is or may be of an illegal, obscene or libellous nature or an infringement of the proprietary or other rights of any third party.
(b) The Company shall be indemnified by the Buyer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
10. **EMPOWERMENT** - The Company and the Buyer expressly agree that the Company is empowered to act on their behalf to instruct the Supplier in accordance with the Company's interpretation of the Buyer's needs. Best endeavours shall be made by the Company to ensure that all work produced by the Supplier shall meet the specifications of the Buyer or that the Buyer is informed of any inability to meet the specifications at the earliest opportunity. Where additional costs are incurred due to any failure by the Buyer to supply correct artwork or instructions, the Company shall be empowered to instruct the Supplier to proceed without prior agreement if such agreement would adversely affect delivery dates or where such additional costs would be liable to increase if the agreement to incur the additional cost was delayed.
11. **BUYER'S RESPONSIBILITY** - The Buyer shall be responsible for the accuracy of the order placed upon the Supplier, including the supply of any artwork or other materials, and for providing information required to fulfil the order in accordance with the agreed specifications.
12. **COMMUNICATIONS** - All communications between the Buyer and the Supplier should be copied (or in the case of verbal communications, summarised verbally or in writing) to the Company. The Company cannot accept any responsibility for any failure resulting from actions taken without the Company's knowledge or involvement.

13. CANCELLATION - No order which has been accepted by the Supplier may be cancelled by the Buyer unless with the agreement of the Supplier and the Company. The Buyer shall indemnify the Supplier and the Company in full against all costs incurred and future losses (including loss of profits) as a direct result of any cancellation.
14. AMENDMENTS TO ORDER - The Buyer shall indemnify the Supplier and the Company against any extra costs incurred due to changes to the delivery date, artwork supply or materials supply dates or change in quantity by the Buyer after the order has been accepted by the Supplier.
15. PRICES - All prices quoted by the Company are valid for 30 days only, unless otherwise specified in the Company's quotation.
16. FORCE MAJEURE - The Company shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
17. VALIDITY - These Terms and Conditions shall apply to all orders placed by the Buyer on the Supplier. Where the Terms and Conditions of either the Buyer or the Supplier applicable to the fulfilment of the order placed by the Buyer on the Supplier conflict with these Terms and Conditions, then the Company's Terms & Conditions shall take precedence over any others unless otherwise agreed in writing by the Company.
18. ENFORCEABILITY - Should any provision of these Terms & Conditions be held by any competent authority to be invalid or unenforceable in part or in full, the validity of the other provisions of these Terms Conditions and the remainder of the provision in question shall not be affected.
19. LAW - These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.