

1. Definitions

- 1.1 The term "seller" shall mean Cavalier Mailing Services Limited as named in the quotation and job acknowledgement.
- 1.2 The term "buyer" shall mean the person, firm or company so named either in the purchase order or the quotation.
- 1.3 The term "quotation" shall mean the tender of quotation issued by the seller for the supply of the service or goods including these conditions, the specification, drawings or other documents annexed by the seller to the quotation.
- 1.4 The term "purchase order" shall mean the purchase order issued by the buyer to the seller for the purchase of the services of goods.
- 1.5 The term "order acknowledgement" shall mean the order acknowledgement issued by the seller to the buyer confirming the dates for the completion of the contract.
- 1.6 The term "services of goods" shall mean the services or goods to be supplied by the seller as identified in the quotation.
- 1.7 The term "the contract" shall mean the contract between the seller and the buyer consisting of the seller's quotation and any order acknowledgement, these conditions of sale and the purchase order accepting the quotation, but not any terms and conditions of purchase, other than these conditions, incorporated in or referred to the purchase order.
- 1.8 The term "date for delivery" shall mean the firm date for delivery, if any, stated as such in the quotation or order acknowledgement.
- 1.9 The term "contract price" shall mean the sum stated in the quotation to be paid by the buyer to the seller for the supply of the services or service of goods together with such other sums as may be payable to the seller under these conditions of sale.
- 1.10 The term "materials" shall mean goods and or materials supplied by the buyer to the seller to enable the seller to complete the contract.
- 1.11 The term "data" shall mean any computer files, mailing lists, databases or other electronic information supplied by the buyer to the seller to enable the seller to complete the contract. The term "postage" shall mean the cost levied by the Royal Mail or other Postal Consolidators for the dispatch of the services or goods to third parties. The postage is to be treated as a disbursement and not as part of the contract price.

2. General

- 2.1 These conditions of sale and the quotations supersede any other terms and conditions including any terms or conditions, of descriptions, or statements as to the delivery, quality or performance of the services or goods or their suitability for any purpose appearing in any advertisement, catalogues, or other literature relating to the services or goods and override and exclude other terms and conditions, descriptions and statements as to quality and performance or suitability of the services or goods stipulated or referred to by the buyer whether in the purchase order or otherwise.
- 2.2 No representative or agent of the seller has any authority to agree any terms or make any representations that are inconsistent with these conditions or the quotation. The seller will not be bound by any statements made by any person purporting to act on the seller's behalf as to these conditions or the quotation or any statements as to the delivery, quality, performance or suitability of the services or goods unless any such statement is specifically confirmed in writing by the Managing Director of the seller and annexed to the contract.
- 2.3 The seller may sub-contract all or part of the production of the services or goods with the written consent of the Buyer, such consent not to be unreasonably withheld. The seller warrants that the sub-contractor will be bound by the same terms of contract as those between the seller and the buyer.
- 2.4 The seller agrees that during the term of the contract and for a period of six months after termination of the contract howsoever caused it will not approach for commercial purposes any clients of the buyer of whom it has had knowledge as a result of the initial contract.

3. Specification and Description Sample and Standard

- 3.1 The seller undertakes that the services of goods will conform with:
 - (i) The provisions of the quotation (except in minor respects which do not materially affect the usage of the service or goods). The seller reserves the right to change and improve the specification of the services or goods in line with its policy of progressive development provided that any substituted materials shall be of the same or better quality than those specified in the quotation and that any such change will not materially affect the usage of the services or goods;
 - (ii) The seller's normal standards of manufacture or provision of the services;
 - (iii) The requirements of any legislation in force at the time of the submission of the quotation.

4. Quality and Fitness for Purpose

- 4.1 The services or goods shall be in accordance with the quality specified in the seller's quotation and if no quality is specified, with the normal industrial quality for the type of services or goods in question at the contract price.
- 4.2 If the buyer has specified expressly that the services of goods shall be suitable for a particular purpose and the seller has agreed in the quotation expressly to supply services or goods suitable for that purpose, then the services or goods shall be so suitable within the limits specified by the seller in his quotation except in minor respects which do not materially affect the purpose for which the services or goods have been supplied.
- 4.3 If the buyer provides materials that are sub-standard to that of the seller, or are not machine compatible, the seller reserves the right to use stock materials at a price to be agreed with the buyer in order to ensure that the order can be completed.

5. Delivery

- 5.1 The seller undertakes as a warranty and not as a condition of the contract that if a firm delivery date of period has been stated in the quotation that the seller will deliver the services or goods by such date or within such period or any extended date or period as provided for under clause 11.
- 5.2 The seller shall deliver the services or goods to the buyer ex works at the completion of the contract. If in accordance with the quotation the services or goods: -
- (i) Are to be given to a carrier for onward transmission to the buyer; or
 - (ii) Are to be delivered to third parties by the Royal Mail or other Postal Consolidator.
- Then delivery of the services or goods to the carrier or the Royal Mail or other Postal Consolidator shall constitute delivery to the buyer.
- 5.3 If the buyer fails to arrange collection of the fulfilled goods or job 'overs' within two days of completion of the contract the seller shall be entitled to make an additional charge to the buyer for the storage of these items.

6. Materials and Data

- 6.1 Materials shall remain the property of the buyer at all times
- 6.2 The buyer is required to notify the seller in writing of any special requirements needed for the storage of the materials before the quotation is finalised.
- 6.3 If the presentation of the materials is not in line with the job acknowledgement the seller reserves the right to charge the buyer additional fees to be agreed prior to the commencement of the job. Or if the product is not provided in the same format or sample as previously agreed in the job acknowledgment, the seller reserves the right to re-quote or refuse the whole project.
- 6.4 The seller shall have the right to destroy or dispose of, at the expense of the buyer, any materials that the seller believes to be hazardous or noxious.
- 6.5 Any surplus materials remaining at the end of a contract shall either be returned to the buyer at the buyer's expense or shall be stored by the seller who shall be entitled to levy a storage charge to the buyer.
- 6.6 The buyer shall retain a copy of any data provided to the seller and ensure that such data is free of any computer virus when it is passed to the seller.
- 6.7 The seller acknowledges that the data provided to the seller and all data collected by the seller during the contract shall remain the sole property of the buyer and shall not be reproduced, copied, duplicated in whole or in part or have information extracted therefrom, without the authorisation of the buyer. By providing data the buyer consents to the seller sharing this data to a limited number of third parties for the sole purpose of data checking (e.g. checking against deceased, goneaways and MPS (Mailing Preference Service) or for the processing of data for postal sortation (e.g. Downstream Service Providers, for example Onepost, Secured Mail etc.) The Seller shall be responsible for ensuring that these third parties are meeting their own GDPR and Data Protection policies.
- 6.8 Where the services or goods involve computer database management services the seller undertakes to manage the database in accordance with best industry practices. The seller shall take all reasonable care in endeavouring to eliminate all duplications from the database and to update the database in accordance with the information gathered under the contract.
- 6.9 The seller warrants that the data provided by the buyer will only be used strictly in accordance with the instructions of the buyer and for no other purpose whatsoever.
- 6.10 The seller shall at all times effect and maintain all necessary technical and organisational security measures to safeguard against unauthorised or unlawful processing of data and against accidental loss or destruction or damage to data.
- 6.11 The seller will ensure that data will be free of any computer virus when it is returned to the buyer.
- 6.12 Any data supplied by the buyer to the seller will be securely stored for 180-days from receipt, after 180-days the buyer's data will in all cases be deleted from our servers.

7. Passing of Risk

- 7.1 The risk in the materials shall remain with the buyer for all the time that they remain in the possession of the seller.
- 7.2 The risk in the services or goods shall pass to the buyer on delivery as defined in clause 5 above.
- 7.3 If delivery is to be made to a carrier for onward transmission to the buyer the buyer shall arrange for the insurance of the services or goods. The seller accepts no responsibility for the value of materials whilst in transit or on the seller's premises, in all cases it is the buyer's responsibility to insure materials against loss, damage, fire or flood and for errors or omissions.

8. Contract Price

- 8.1 The price stated in the quotation is based on the cost of production as at the date of the quotation and will remain valid for a period of 30-days from acceptance of the quotation.
- 8.2 If after the date of the quotation the cost to the seller of performing the contract is increased by reason of any change in the laws or regulations affecting the seller in the performance of the contract then the amount of such increase shall be added to the contract price.
- 8.3 If the contract exceeds 30-days duration the seller shall be entitled to review the contract price.



9. Payment Terms

- 9.1 The seller shall be entitled to invoice for the services or goods on delivery.
- 9.2 The buyer shall pay the seller's invoice within 30 days of the invoice date unless otherwise agreed within the agreed credit terms.
- 9.3 If the buyer fails to pay the seller's invoice on the due date then the seller shall be entitled to:
- (i) Charge interest on the outstanding amount at the rate of 4% per annum above the Barclays Bank Rate accruing daily;
 - (ii) Decline to deliver any further services or goods to be supplied under this contract or any other purchase order placed by the buyer with the seller until payment has been received in full of any amounts outstanding, and payment has been made by the buyer in advance for any services or goods not yet delivered without thereby incurring any liability whatsoever to the seller,
 - (iii) Terminate the contract if the delay in payment exceeds 30 days above and beyond the agreed credit terms.
- 9.4 Value Added Tax (VAT) where applicable shall be added to the contract price as a strictly net extra charge.
- 9.5 If the provision of the services or goods involves postage the buyer shall make all necessary arrangements for the payment of postage before the seller commences work on the contract. If the buyer fails to comply with this clause the seller shall be entitled to treat the failure as a default of the buyer in accordance with Clause 11.2

10. Acceptance

- 10.1 The buyer shall inspect the services or goods immediately on their receipt and shall be deemed to have accepted the services or goods unless within 3 days after their receipt the buyer shall have notified the seller that the services or goods are rejected as having been found not to be in accordance with the contract.
- 10.2 If the buyer does so notify the seller to this effect then the seller shall be given the opportunity to inspect the services or goods, and if reasonably satisfied that the services or goods are not in accordance with the contract for a reason for which the seller is responsible, shall at its option repair or replace such services or goods.
- 10.3 At the seller's request the buyer shall return the services or goods which it considers not to be in accordance with the contract to the seller at the seller's expense. The seller shall be responsible for all costs involved in the repair or replacement of the service or goods and for their re-delivery to the buyer.
- 10.4 If the seller shall fail within a reasonable time to repair or replace the services or goods as required under sub-clause 2 above, the buyer shall have the right to purchase elsewhere replacement services or goods of the same or similar description and to recover from the seller:
- (i) Any payments made by the buyer in respect of the rejected service or goods;
 - (ii) The difference between the price of the rejected services or goods and the price of the replacement services or goods.
- 10.5 The obligations of the seller under sub-clause 10.2, 10.3, and 10.4 above shall be in full satisfaction of the seller's liability in respect of such services or goods, and the buyer shall not be entitled to claim damages for breach by the seller of any of its obligations whether under the contract or otherwise and whether for delay or performance.

11. Delayed Delivery

- 11.1 If the seller shall have included in the quotation or order acknowledgement a firm date or period for delivery then the following provisions of this clause shall take effect. Otherwise any date or period for delivery shall be considered as indicative only and not contractually binding on the seller.
- 11.2 The date for delivery shall only constitute a warranty and not a condition of the contract.
- 11.3 If the seller is delayed in the performance of the contract by any act or default of the buyer, or any industrial dispute or any circumstance beyond the seller's reasonable control, then the date for delivery shall be extended by such reasonable period, as the seller shall determine.
- 11.4 If the buyer fails to deliver all the materials to the seller by the due date specified in the quotation or order acknowledgement then the buyer shall reimburse the seller with the full cost of any waiting or standing time sustained by the seller because of the delay together with full cost of any rise in the cost of labour incurred by seller in performing the contract.

12. Limitation of Liability

- 12.1 The obligations and liabilities of the seller in respect of the description of the services or goods, the quality of the services or goods or their fitness for purpose are limited to those which are expressly stated in clauses 10 above. All conditions, warranties and intermediate terms relating to the description of the services or goods, their quality and their fitness for purpose implied by common law or by statute or otherwise are hereby excluded from the contract.
- 12.2 Except as provided for under clause 11 above the seller shall not be liable to the buyer for any indirect or consequential loss or damage, loss of profit, loss of use or production or of contracts howsoever arising.
- 12.3 Cancellation, If the buyer terminates the contract prior to the date for delivery the seller shall be entitled to immediately invoice the buyer with the contract price or such other lesser sum as the seller at its absolute discretion shall determine is fair and reasonable.



13. Force Majeure

The seller shall not be liable to the buyer for its failure to perform any of its obligations under the contract to the extent that such failure is a result of circumstances beyond its reasonable control. Without limitation, the following shall be regarded as circumstances beyond reasonable control: -

- a) Act of God, explosion, flood, tempest, fire or accident;
- b) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) Act, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of the government or any authority;
- d) Strikes, lock-outs or other industrial actions or trade disputes (whether involving our own company employees or employees of a third party);
- e) Difficulties or delays in obtaining materials, labour, machinery or supplies; or
- f) Power failure, breakdown in machinery or failure of communication processes.

14. Law

The contract shall in all respects be governed by and interpreted in accordance with English law.

15. Dispute Resolution

If any dispute or difference shall arise between the parties in connection with or arising out of the contract which cannot be settled amicably between the parties, then either party shall give to the other 14 days written notice to such effect and such dispute or difference shall be referred to a single arbitrator agreed between the parties within 14 days of the date of the said written notice, or in default of agreement.

16. Confidentiality

The seller his employees agents or subcontractors will keep confidential and secure all information (including data) whether written or oral concerning the business of the buyer that it has obtained as a result in the performance of the contract. The seller his employees agents and subcontractors shall not disclose the confidential information to any third party without the prior written consent of the buyer except where the parties are required to disclose such information by law, regulation or any regulatory body and except where the information is already in the public domain other than by disclosure of the seller. The obligations of confidentiality imposed under the contract will survive for a period of 5 years after termination of the contract howsoever caused.

