

Bevan Group Terms & Conditions

- 1. “Estimates” and “Quotations”:** “Estimates” and “quotations” not accepted within Thirty Days thereof shall be deemed to be withdrawn and canceled.
- 2. Preliminary Work:** The Customer shall pay for all preliminary work which is produced at its request, whether experimentally or otherwise.
- 3. Proofs and Corrections:** Proofs, pulls, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished article in whatever form may be submitted to the Customer for approval, After approval the Customer shall have no claim against the Company for errors in the exemplar as approved by it. Changes required by the Customer, other than the correction of Company errors, will be charged for. If the Customer requires for any reason, a reprint of any order of which it has previously approved, which reprint includes any change or alteration of any kind to the order, then such reprint shall be for the account of the Customer.
- 4. Delivery:** Goods will be dispatched or must be collected by the Customer when ready for collection and the Customer shall not delay or refuse delivery. The signature of the Customer or of any person purporting to represent the Customer on the official Company delivery note or waybill and or the delivery note of an authorised independent carrier, will constitute sufficient proof of delivery of the goods supplied by the company from time to time
- 5. Overs on Printed goods:** The Customer shall accept as good and complete delivery, and shall pay the contract price pro rata for

any quantity that does not exceed or fall short of the quantity ordered by more than Ten Percent.

- 6. Complaints and Claims:** The Company shall not be liable in respect of any complaint or alleged claim unless received in writing within Seven Days of delivery.
- 7. Standing Matter and Copyright:** Standing matter and the printer's materials of any kind whatever, may be distributed, effaced or disposed of immediately after the order is executed unless written arrangements are made for retention. Origination materials and any copyright subsisting therein shall be the property of the Company unless otherwise agreed in writing with the Customer.
- 8. Passing of Ownership:** The parties record and agree that ownership in all goods sold by the Company shall remain vested in the Company until paid for in full by the Customer. In the event of the Customer failing on due date to pay the full amount payable in respect thereof, the Company shall forthwith be relieved of any obligation to deliver, or tender delivery of same and shall be free to deal with such goods in any way it may deem fit, including the sale thereof to a third party, notwithstanding that the goods may bear the imprint of the Customer, in which latter event the Customer waives any rights, whether arising from the imprint or otherwise, and indemnifies the Company against any claims arising from the Company's dealing with the goods as contemplated herein.
- 9. Customer Supplied Materials:** Any property supplied to the Company for the purpose of the order, whether belonging to the Customer or not, will be held at the Customer's sole risk. The

Company will not be responsible for imperfect work caused by defects in or unsuitability of material or equipment not supplied by the Company. The Company will not be responsible for Customer's material wasted in the course of production. Extra costs incurred through the use of defective materials or equipment supplied by the Customer are for the Customer's account.

- 10. Illegal of Defamatory Matter:** The Company shall not be required to produce any matter which in its opinion is illegal or defamatory. The Customer indemnifies the Company against any claims arising out of any alleged breach of copyright, trademarks, patent and design, or any claims arising in direct consequent upon the production of any matter.
- 11. Exclusion of Liability:** The Company shall not be liable for any claim, including any claim for damages, consequential or otherwise, arising from the Company's failure to perform, timelessly or not at all, where such failure was occasioned by reason of Force Majeure from any and every cause whatsoever beyond the Company's control. The Company shall not be liable for any direct, indirect, consequential or other loss, including loss to third parties, arising out of errors in carrying out a contract, or by delay in delivery, or by unsuitability of goods for use as intended, whether occasioned by negligence or otherwise.
- 12. Standard Industry Tolerances:** The Company shall not be required to work to tolerances closer than those applicable to the materials obtained in the ordinary course of trade according to standard industry tolerances. No liability shall arise out of variations in the standard, quality or performance of such

materials where their specification falls within standard industry tolerances.

- 13. Suitability of Goods:** It is the sole responsibility of the Customer to determine whether the goods ordered by it are suitable for the purpose for which it intends using them. The Company gives no warranty, express or implied, concerning the suitability of the goods supplied for any purpose whatever.
- 14. Jurisdiction:** The Customer agrees that any Magistrate's Court having jurisdiction in respect of the Customer shall have jurisdiction with respect to all matters, disputes and claims arising from this contract although such matters may exceed or be outside such jurisdiction. The Company may, however, at its option, institute proceedings in any Supreme Court having jurisdiction.
- 15. Acceleration, Interest and Legal Action:** Should the whole or any portion of any amount owing by the Customer to the Company not be paid on due date, the Company may revoke the Customer's entire credit facility and demand payment of the full balance outstanding. The Customer shall pay interest on overdue amounts at the rate of Two Percent per month reckoned from the date upon which any such amount was due for payment to the date of actual payment. If the Company engages the services of an attorney to collect any amount from the Customer, the Customer shall be liable for all costs occasioned as a result, including collection commission and costs on the scale as between attorney and own client so as to compensate the Company for any and all legal costs incurred.