



SHARP CAT LTD

STANDARD TERMS AND CONDITIONS

1. Definitions

In these conditions “the Mailing House” means Sharp Cat Ltd, “the client” means the organisation or person procuring the goods and services. “The goods” and “the services” means contract between the Mailing House and the Client. “Intellectual property rights” means any letters, patent, registered trademark or trade-name, any copyright or other intellectual property rights whatsoever existing.

The conditions form part of the Contract.

2. Status of Conditions

These conditions can only be cancelled or varied by specific agreement signed by the Mailing House or by its expressly authorised agents.

In the absence of such agreement any conflict or uncertainty arising between these conditions and any other document passing between the parties in relation to the Contract shall be resolved in favour of these conditions which shall prevail.

3. Quotations

A quotation is based on information available to the Mailing House at the date of the quotation and is subject to sight of materials, their suitability and any artwork to be supplied to the Mailing House by the Client.

Quotations are valid for a period of 30 days and are for the whole of the goods or services to which the quotation relates. The Mailing House may extend the period for consideration of its quotation at its discretion and may refuse to accept any order for goods and services, which constitute only a part of the quotation unless the initial specification requested separate quotations for separate elements of the order.

All orders must be in writing. No contract shall exist between the Mailing House and the Client where the Mailing House rejects the order.

Goods and services are supplied at the price ruling at the time of the delivery of the goods or the performance of the services called for by the Contract.

If the price of such goods or services is increased between the date of the Contract and the date of delivery or the performance of services, the Mailing House shall give written details to the Client of the appropriate increase (“The Mailing House’s Notice”).



Except to the extent that work has already commenced within the terms of the Contract or a commitment has been entered into by the Mailing House pursuant to the Contract, the Client may within seven days of the receipt of the Mailing House's Notice by written notice ("The Client's Notice") to the Mailing House at its trading address cancel that part of the Contract (but no more) which relates to the goods or services specified in The Mailing House's Notice. Subject thereto the Contract shall remain in full force and effect and the Client shall be liable to pay to the Mailing House the increase (or increases) specified in The Mailing House's Notice.

The Mailing House's Notice if sent by post shall be deemed to have been received by the Customer on the business day following posting.

Estimates or quotations are based on the current cost of production and are subject to amendment to meet any rise in such cost.

The Mailing House shall be entitled to charge the amount of any VAT that is payable whether the same is included in any estimate or quotation.

4. Extra Charges

Increases in postal, other Royal Mail costs, courier or delivery charges whether notified to the Client shall be borne by the Client.

Goods supplied, or services performed additional to the Contract will be charged for at the prices ruling at the date of delivery or performance thereof. In the case of instructions given or contracts placed with third parties in accordance with the Contract, the Mailing House will endeavour, if required by the Client, to modify or cancel any such existing instructions or contracts but the Client agrees to accept responsibility for all additional costs incurred by any such modification or cancellation including the costs incurred by existing instructions or contracts which cannot be modified or cancelled for whatever reason.

Unless expressly otherwise agreed the Contract price does not include expedited delivery or performance which if agreed to be performed by the Mailing House shall be charged as additional to the Contract.

5. Payment

Postal and other carriage costs will be invoiced and payment will be due in advance of posting or delivery.

The payment for postage shall be paid as a cleared sum not later than 24 hours before the mailing begins. If the cost of postage is not paid within the specified time limit the Mailing House shall have the right to withhold the mailing.

Charges for all other goods supplied and services rendered (including any other or additional costs and charges, including delivery charges, incurred) will be invoiced by the Mailing House and payment will be due in respect of the same at the number of days specified on the invoice.



If a Client shall fail to make payment as aforesaid the Mailing House shall be entitled to refuse to post or deliver the goods or to supply any remaining goods or perform any remaining services under the Contract or under any other contract between the Mailing House and the Client and the Mailing House shall not be liable for any loss or damage suffered by the Client arising directly or indirectly out of any such refusal.

If the Client shall fail to pay any invoiced sum when due, interest on such sum may be charged at the rate of 2% per month from the due date for payment.

For the purpose of this condition time shall be deemed to be of the essence of the Contract. Any sums due or owing to the Mailing House may at any time be offset by the Mailing House against any sums due or owing by The Client or any other associated Mailing House.

6. Supply of Materials

The Client shall be responsible for ensuring that the materials supplied by it or on its behalf:

- a. conform to specifications in the quotation and Royal Mail requirements;
- b. are supplied punctually;
- c. are accompanied by a delivery advice note stating the quantity and description of the materials supplied;
- d. are delivered on pallets, boxed, packed and supplied in such a way as to withstand normal storage and handling;
- e. are sufficient to enable the Mailing House to deliver the correct quantity of any printing or reproductive work ordered allowing for normal wastage and spoilage.

The Mailing House will use its reasonable endeavours to provide the Client with a reasonable estimate of the quantity of printing or reproductive work required.

The Mailing House shall count the number of pallets containing materials supplied by or on behalf of the Client against any delivery note and will report any discrepancy to the Client. The Mailing House shall not however be responsible for any loss arising from any errors or omissions in the goods supplied.

The Mailing House shall not be required to check the contents of pallets supplied by or on behalf of the Client.

All materials supplied by or on behalf of the Client are at the Client's risk whilst on the Mailing House's premises or in transit to such premises and the Client is responsible for arranging adequate insurance cover for those materials unless arrangements have been made to the contrary.

7. Client Goods

To the extent that the Mailing House receives, stores, uses or delivers Clients' own goods the Client warrants that it is the owner of such goods and that they are not likely to cause any damage or injury and that they do not infringe any third party rights.



The Client acknowledges that the risk in such goods remains in the Client and that the Mailing House is only responsible for any loss or damage to the same or for any non-delivery, misdelivery or delay in delivery, if the same has arisen due to the act, neglect or default of the Mailing House or its employees but so that in no case shall the liability of the Mailing House exceed a total of £75 per tonne weight of that part of the goods in which any claim arises. The Mailing House shall in no case be liable for any indirect or consequential loss of any kind whatsoever.

The Client acknowledges that, subject as aforesaid, it is solely responsible for insurance of the goods against all risks. The Mailing House will only deal with any claim if it is responsible for the same under the terms of this Condition, otherwise the Client accepts responsibility for the conduct of claims.

This Condition is to relieve the Client of the additional costs which would otherwise need to be included in the Price to recover the cost of insurance by the Mailing House if liability were not restricted as provided herein. Where appropriate Clients are advised to ensure that they have suitable insurance arrangements in force.

If it is necessary for the Client to notify its insurers of the place at which its goods are being stored under the Contract the Mailing House will, at the request of the Client, confirm this to the Client. The Mailing House shall not be liable for any loss or damage which arises to the Client as a result of any default or inaccuracy on its part in any such notification requirements.

Where the Mailing House buys printed or other goods for the Client under the Contract, the Mailing House agrees to be liable for any loss or damage to the same whilst at the Mailing House's premises until the risk in the same passes to the Client. Risk in the same shall pass to the Client on delivery to the Client by the Mailing House of an invoice in respect thereof and thereafter the provisions of 6a and b above shall apply to such printed or other goods or materials.

8. Lien

The Mailing House shall have a general lien on any property of the Client in the possession of the Mailing House under the Contract for any sum owed by the Client to the Mailing House thereunder or under any other contract between the parties and the Mailing House and shall be entitled to retain possession of such property until the payment of any such sum.

The Mailing House shall be entitled to charge the Client with and the lien shall be deemed to extend to all storage rent and other expenses incurred regarding the exercise of the aforesaid lien.

9. Disposal

The Mailing House may by notice in writing to the Client call on the Client to pay forthwith all sums then due to the Mailing House and if the Client fails to comply within twenty eight days of the receipt thereof (including the day of receipt) the Mailing House shall be at liberty to sell, remove or otherwise dispose of any property of the Client in the possession of the Mailing House and may apply the proceeds of any such sale removal or disposal ("disposal") towards the discharge of such sums.



The Mailing House shall be under no duty to the Client in respect of any such disposal and the same shall not in any way prejudice the right of the Mailing House to recover any balance thereafter due to the Mailing House. If the property of the Client is of little or no commercial value and is a source or a potential source of danger, nuisance, inconvenience or embarrassment to the Mailing House, the Mailing House may call upon the Client to remove the same within forty-eight hours and if not so removed the Mailing House may destroy the same or dispose of it gratuitously or otherwise in any way the Mailing House sees fit.

10. Illegal Infringement

The Client warrants that the execution by the Mailing House of the Contract and the use by the Mailing House of any goods supplied by the Client or the use by the Client of any goods supplied to the Client by the Mailing House will not cause any damage or injury, cause the Mailing House to infringe any intellectual property or other third party rights, to be in breach of the general law or cause any defamation and the Client shall fully indemnify the Mailing House against any loss or damage arising from any such infringement, breach or defamation, except where such loss or damage arises from the willful default or neglect on the part of the Mailing House.

If the performance of any part of the Contract would in the opinion of the Mailing House infringe or be likely to infringe any intellectual property or other third party rights or cause to be likely to cause any defamation or be likely to be in breach of the general law or would be prejudicial to the interests of the Mailing House or its Clients the Mailing House may without prejudice to the continued existence of the Contract refuse to execute such part of the Contract or rescind the Contract.

The Client shall if required furnish the Mailing House with all advertising or other material and a true description of any other material intended to be enclosed in any envelope, package or container to be posted or otherwise dealt with by the Client through any addresses or any document or other item supplied by the Mailing House under the Contract or otherwise. In the event of any default by the Client the Mailing House shall be entitled to rescind the Contract. Upon a refusal or rescission, the Mailing House shall not be liable to the Client for any loss or damage, whether direct or indirect, suffered by the Client and the Mailing House may charge the Client with such costs and charges incurred or made under the Contract to the date of such rescission.

11. Postal and Marketing Information

Postal or marketing information given by the Mailing House is given by way of comity only and without responsibility or warranty by the Mailing House and the Client must satisfy itself as to the accuracy thereof.

12. Default of Delivery Companies

The Mailing House shall not be liable for any loss or damage suffered by the Client because of any act, default or omission by the Royal Mail or other delivery firm or Mailing House or nondelivery, mis-delivery or delayed delivery by any of them and the same shall not entitle the Client to any adjustment in the amount of the costs and charges chargeable to it or to withhold any part thereof.

13. Data Lists



Lists of names and addresses are supplied for the sole and exclusive use of the Client for the purposes of the Contract only and for no other purpose. Such lists and the information emanating from them is confidential to the Client and must not be passed or communicated to any third party. The copyright in such lists shall remain vested in the Mailing House and the Contract shall not confer upon the Client any rights in respect of such lists or the copyright therein or to make use of the same save under and for the purposes of the Contract.

Subject to conditions or restrictions which may be binding on the Mailing House (of which, if relevant, the Mailing House shall disclose to the Client) the copyright in any copy or creative work created by the Mailing House under the Contract shall vest in the Client when the Client has paid the invoice or invoices rendered in respect of the same.

14. Excess Material

Any goods not required under the Contract or remaining unused following completion of the Contract may be recycled free of charge, stored or returned to the Client or a given Client location at the Client's expense within one calendar month of the completion of the Contract if the Client so requests.

In the event of the Client failing to remove the goods, the Mailing House shall have the power to recycle, sell or otherwise dispose of the same without further notice and may apply the proceeds of sale in or towards the payment of any sums due from the Client and any expenses incurred because of sale or disposal. Any surplus will be paid over to the Client without interest.

15. Time

The Mailing House will use its best endeavours to perform the Contract within the time quoted for its performance or to comply with any request or contractual provision for expedition but time shall be deemed not to be of the essence of the Contract unless specified by the Client before the making of the Contract, and agreed in writing, nor does the Mailing House give any warranty as to time and the Mailing House shall not be liable for any loss or damage suffered by the Customer consequential upon any failure by the Mailing House to perform the contract within the quoted time or to comply with any request or contractual provision for expedition.

16. Specifications

The Client shall provide the Mailing House with sufficient specifications in writing of its requirements under the Contract and any variation thereof must be in writing and agreed by the Mailing House. The Mailing House reserves the right to refuse to act upon any specifications which in the opinion of the Mailing House are not sufficient and such right shall not be affected by any earlier acceptance by the Mailing House of the same.

The Mailing House shall not be under any obligation to verify the legality, accuracy or viability (whether commercial or otherwise) of any specification accepted or of any copy or creative work supplied or accepted by the Mailing House (whether or not the Mailing House has been involved in its creation or preparation) nor shall it be liable for any loss or damage suffered by the Client



consequent upon any defect in any such specification, copy or creative work and the Client shall indemnify the Mailing House against any such loss or damage suffered by the Mailing House.

17. British Code of Advertising

The Mailing House has an obligation to uphold the British Code of Advertising Practice and the British Code of Sales Practice both in the letter and in spirit. Acceptance of work from Clients is based upon the understanding that the Client warrants to operate within and to observe the normally accepted codes of conduct for the advertising industry.

The Mailing House acceptance of work from clients is based upon the understanding that The Client undertakes to work within the normally accepted codes of conduct for the advertising industry, including but not restricted to, the British Code of Advertising Practice, the British Code of Sales Promotion Practice and the Code of Practice of ICSTIS, the Independent Committee for the Supervision of Standards of Telephone Information Services.

The Mailing House is registered as a Data Controller under The Data Protection (Charges and Information) Regulations 2018. Work undertaken which utilises information supplied by the Client, is where appropriate, processed on the basis that the Client is registered as a Data Controller under said Act. All work is carried out on the understanding that the Client and Mailing House are authorised to utilise such information under the obligations of General Data Protection Regulation (GDPR).

18. Performance

The Mailing House may (i) delegate the performance of the Contract or any part thereof to any of the Mailing House's subsidiary or associated companies or employees and (ii) sub-contract the performance of the Contract or any part of it, and these conditions shall apply for the benefit of any Mailing House or person to which or whom such delegation or sub-contract is made as they apply to the Contract.

19. Liability

So far as the law allows all conditions and warranties as to the condition, quality, description or fitness for any purpose of any goods to be supplied or as to the nature or quality of any services to be performed under the Contract are excluded.

Neither the servants nor the agents of the Mailing House are authorised to make representations on behalf of the Mailing House.

The Mailing House will not be liable for any failure or delay in publication or transmission or for any error in any advertisement in the absence of willful default or neglect on the Mailing House's part.

20. Force Majeure

In the event of the Mailing House being prevented from or delayed in carrying out the Contract by reason of Act of God, fire, adverse weather conditions, flood, strikes, lock-outs, sit-ins, industrial



disputes, war (whether declared or not), riots, civil strife, delays in transit, shortages of or difficulties in procuring goods or any other unexpected or exceptional causes beyond its control the Mailing House shall be relieved of liability incurred under the Contract whenever and to the extent to which the fulfilment of its obligations thereunder is thereby prevented or frustrated and the time for the execution of the Contract shall be extended until a reasonable time after the said event has ceased and the Mailing House shall not be liable for any loss or damage howsoever suffered by the Client as a result of that event or extension.

21. Termination

In addition to any other rights to terminate the Contract, the Mailing House may terminate this or any other contract between the Mailing House and the Client without compensation to the Client (i) if the Client is one or more individuals or are partners, the death of any one of them, a change in any of the partners, any of the partners incurring levy execution on goods, entering into any composition or arrangement with creditors or becoming bankrupt; or (ii) if the Client is a Company or organisation, its passing a resolution or the court ordering that it be wound up or a Receiver or Manager being appointed, or if an application is made for an administrative order in respect of the Client.

No forbearance or indulgence by the Mailing House shown or granted to the Client either in respect of these conditions or otherwise shall prejudice or affect the rights of the Mailing House against the Client or be taken as waiving any of these conditions.

In the event of any termination by the Mailing House hereunder the Client shall forthwith pay to the Mailing House all sums due from the Client to the Mailing House and the Mailing House shall forthwith be relieved of any obligation to make any further performance of the Contract and of all liability thereunder.

The exercise of any of the rights granted to the Mailing House pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Mailing House.

22. Assignment

The Client may not assign, charge or otherwise deal or dispose of the benefit of the Contract without the prior consent in writing of the Mailing House.

23. Jurisdiction

The Contract shall be subject to and construed in accordance with English law and all proceedings shall be brought in the courts of England.

24. Headings

The headings in these Conditions are for convenience and identification only and are in no way to restrict, prejudice or affect the meaning or interpretation of the clause or clauses concerned or the terms of the Contract.