

Terms and Conditions of Trade

1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the Goods from the Seller
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller
- 1.3 "Goods" means the articles (including services) which the Buyer agrees to buy from the Seller
- 1.4 "Price" means the price for the Goods excluding carriage, packing, insurance and VAT
- 1.5 "Seller" means Security Media Publishing Limited
- 1.6 "VAT" means value added tax

2. Conditions Applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions
- 2.3 Acceptance of the proof of design of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be in applicable unless agreed in writing by the Seller

3. The Price and Payment

- 3.1 The Price shall be the price specified in the Seller's price list or catalogue current at the time of delivery of the Goods or the quoted price if different therefrom (less any discounts agreed in writing in advance by the Seller). The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice
- 3.2 Payment of the Price and VAT shall be due within 7 days of the date of the invoice. Time for payment shall be of the essence
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due until the date of payment at the rate of 2% per month (part of a month being treated as a full month for the purposes of calculating interest) and shall accrue at such rate after as well as before any judgment
- 3.4 If the Buyer fails to make payment on the due date then without prejudice to any other right or remedy available to the Seller and in addition to any interest and/or costs ordered to be paid by any court of competent jurisdiction, the Seller shall be entitled to charge the Buyer all costs and expenses involved in collecting the overdue payment including (but not limited to) the sum of £50.00 plus VAT by way of liquidated damages and as a contribution to the administrative costs incurred by the Seller
- 3.5 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may suspend or cancel deliveries of any articles due to the Buyer

4. Credit Terms

The Seller may set and vary credit terms from time to time and withhold all or any further supplies if the Buyer exceeds such credit limit

5. Delivery of the Goods

- 5.1 The Seller shall deem production of the Goods as proof delivery

6. Acceptance of the Goods

- 6.1 The Buyer shall be deemed to have accepted the Goods 24 hours after publication or media release
- 6.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract

7. Risk and Title (Property)

- 7.1 Risk shall pass on delivery of the Goods
- 7.2 In spite of delivery having been made, property in the Goods shall not pass from the Seller until:
 - 7.2.1 the Buyer shall have paid the Price plus VAT in full; and
 - 7.2.2 no other sum whatsoever shall be due from the Buyer to the Seller

8. Seller's liability

Subject to Clause 9 below the Seller shall not be liable for any errors or omissions once the proof of the Goods has been accepted (including but not limited to indirect or consequential loss to the Buyer arising from third party claims or otherwise) due to failure by the Seller to deliver the Goods promptly or at all.

9. Consumer Rights

These terms and conditions do not affect the statutory rights of a Buyer who is a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977)...

10. Waiver

Any delay or failure by the Seller to enforce or exercise any rights under these terms and conditions shall not be deemed to be a waiver of any such right nor operate to bar the enforcement or exercise thereof at any time or times thereafter

11. Exclusion of Third Party Rights

None of the provisions of any contract between the Seller and the Buyer and to which these terms and conditions shall apply will operate nor are they intended to operate to confer any benefit (Pursuant to the Contracts (Rights of Third Parties Act 1999) on a person who is not named as a party to such contract...

12. Governing Law

These terms and conditions and all other terms of any contract for the sale and purchase of goods between the Buyer and the Seller to which these terms and conditions apply shall be governed by and be construed in accordance with the law of England and Wales.