

1. TERMS & CONDITIONS OF SALE

1a. B.K.Display is the trading name of B. K. Display. Goods means the articles or things which are described in the contract between B.K.Display and the purchaser.

1 b. These conditions shall be deemed to be incorporated in all contracts of B.K.Display to sell goods and in the case of any inconsistency with any order or form of contract sent by the purchaser to B.K.Display whatever may be their respective dates the provision of these conditions shall prevail unless expressly varied in writing by a partner on behalf of B.K.Display.

1c. Notwithstanding that B.K.Display may have given a detailed quotation no order shall be binding on B.K.Display unless and until it has been accepted in writing by B.K.Display.

1d. Any times or dates given for completion or delivery of goods shall be binding on B.K.Display, insofar as B.K.Display undertakes to carry out additional work for the purchaser to the value of the print element of any goods not supplied on time. Such liability shall not extend to delays beyond the control of B.K.Display including, without prejudice to the generality of the foregoing defects in files or omissions of information delays in approval of proofs and non-performance of carriers.

1e. By their nature goods do not have a redeemable value and no refunds or credits for goods correctly supplied will be entertained.

a) All goods shall be paid for at the time of the order.

b) No goods shall be dispatched or collection allowed until paid for in full.

c) All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

1f. a) Any shortcomings or defects in goods supplied must be notified to B.K.Display within 3 days of delivery. Such goods must be returned to B.K.Display for inspection.

b) Nothing herein shall impose any liability upon B.K.Display in respect of any defect in goods arising out of the acts, omissions, negligence or default of the Purchaser, its servants or agents including without prejudice to the generality of the foregoing handling and storage of the goods.

c) Nothing herein shall have the effect of excluding or restricting the liability of B.K.Display:

i) For the death or personal injury resulting from its negligence insofar as the same is prohibited by U.K.statute, or;

ii) Under sections 12, 13, 14 and 15 of the Sale Of Goods Act 1979 to a purchaser who is dealing with the customer (as defined by section 12 of the Unfair Contract Terms Act 1977)

1g. B.K.Display shall not be liable for any costs, claims or damage arising out of any act of tort or omission or breach of contract or statutory duty calculated by reference to profits, income production or accruals or loss of such profits, income production or accruals or by reference to accrual of such, claim, damages or expenses on a time basis.

1h. The liability of B.K.Display to the purchaser for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances exceed the price of the goods.

1j. The purchaser shall be in breach of any of their obligations under the contract B.K.Display may (without prejudice to B.K.Display's rights subsequently to determine the contract for the same cause should it so decide) suspend further deliveries of goods without notice until any defaults by the purchaser are remedied.

1k. No statement, description, information, warranty or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of B.K.Display shall be construed to enlarge, vary or override in any way these conditions.

1L. Any concessions made or latitude allowed by B.K.Display to the purchaser shall not affect the strict rights of B.K.Display under the contract. If in any particular case any of these conditions shall be held to be invalid or shall not apply to the contract the other conditions shall continue in full force and effect.

1m. The contract shall in all respects be governed by English law and the purchaser and B.K.Display agree to submit to nonexclusive jurisdiction of the English courts.

1n. No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and B.K.Display.