

TERMS & CONDITIONS

1. In these Conditions Mail a Doc called “the Company” and any individual firm company or other party with whom the Company contracts is called “the Customer”; “the goods” means the goods, materials and/or services which shall be the subject of the contract between the Company and the Customer, “the Price” means the price or prices specified in the Company’s quotation or other document and agreed, and “the Contract” means any contract for the sale of goods (including the provision of services) howsoever made between the Company and the Customer which shall incorporate and be subject to these Conditions.
2. (a) The only terms of the Contract shall be those contained expressly or by reference in the Company order acknowledgements form and any representation or warranty written or orally made or given prior to the Contract is hereby expressly excluded. In the event of the Customer seeking to incorporate special conditions into the Contract, or otherwise vary these Conditions, such special conditions or variations shall not apply unless they are accepted and agreed by an authorised officer of the Company in writing.
(b) Any quotation given or price list circulated by the Company is an invitation to the Customer to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or otherwise shall be binding on the Company unless and until it is accepted in writing on the Company’s order acknowledgements form.
(c) In the event that no quotation or written order acknowledgement form is given by the Company and the Company has received an order from the Customer and provided that the Customer shall have notice of these Conditions, in such circumstances the goods are supplied and all services are provided subject to these Conditions.
(d) Any waiver or breach of these Conditions shall not prejudice the Company’s rights in respect of any subsequent breach.
(e) Unless otherwise agreed the Customer must give to the Company three months’ notice in writing of termination of any ongoing Contract for the provision of services by the Company, failing which the Company reserves the right to impose a cancellation fee upon the Customer of 1.0% of the total value of the Contract.

Prices

3. (a) Subject as stated below, the Price shall be that ruling at date of receipt or order by the Company of if pursuant to a valid quotation, the price stated in such quotation.
(b) All prices quoted are subject to amendment until final sight of material.
(c) Unless otherwise stated the Price is exclusive of VAT (Provided that postage shall be zero-rated for VAT purposes where pre-paid) and exclusive of any other tax duty tariff or charge arising in the United Kingdom or elsewhere.
(d) All invoices are to be paid in UK Sterling. Where accounts are settled in other currencies the Company reserves the right to claim currency conversions and bank cost.
(e) The Company reserves the right not to post material under the Contract until the postage pro-forma invoice has been paid by the Customer in full.



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Offices Include: South West, Midlands, London & The North

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(f) Notwithstanding any other terms hereof the Company reserves the right to increase the Price as a result of any of the following variations occurring before delivery of goods (or completion of provision of services): Any variation to quotation or specification at the request or with the agreement of the Customer; any alteration in wage rate of a rise in costs of raw materials or overheads affecting the goods or service.

(g) Unless otherwise stated the Price does not include collection and delivery of items to be handled under the Contract and any additional services performed by the Company at the request of the Customer will be charged at the Company's standard rates from time to time in

Payment

4. (a) The Contract price for the goods shall be payable by the Customer net cash and without set-off not later than thirty days from the date of invoice.

(b) In the event of any goods being delivered or services being provided at the Customer's request by instalments, then each instalment shall be deemed to be the subject of a separate Contract and these Conditions shall apply to each Contract mutatis mutandis. The Company shall in addition be entitled to request payment for any instalment of the Contract goods so delivered or services so provided in accordance with the provision of sub-clause 4(a) above and failure to pay within the relevant period specified shall entitle the Company to suspend deliveries of the goods or provision of these services pending payment without prejudice to any other remedy available to the Company.

(c) The time hereinbefore mentioned for payments for goods is of the essence of this Contract.

(d) Late payment for whatever reason shall entitle the Company to charge interest on the outstanding amount from the date when payment becomes overdue until payment is made at the rate per annum of 4% over Barclays bank plc base rate from time to time.

Risk

5. (a) Risk in the goods supplied or handled under the Contract shall pass to the Customer once they have been accepted by the Post Office or the carrier and the Customer must make its own insurance arrangements to cover risk in transit and such other risks as it deems appropriate in respect of the goods.

(b) It is the responsibility of the Client to insure all goods whilst on the premises of the Company unless arrangements have been made to the contrary.

(c) All claims by the Customer against the Company in respect of damage or loss of goods or items handled by the Company on its premises under the Contract must be made in writing to the Company within 10 working days of the goods or items leaving the Company's premises.

(d) Save as expressly provided in this Condition the Company shall have no liability whatsoever for or in connection with any damage to or loss of goods supplied or items handled in transit to the contracted place of delivery.

(e) The Company liability at any time for disputes over quality of services, mishap or fault, will at no time exceed that of the service invoice value against that work excluding materials and postage costs



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Property

6. (a) The Company and the Customer expressly agree that until the Company has been paid in full for any goods, such goods shall remain the property of the Company and the Customer shall hold them as bailee only. If the Customer sells the goods before payment in full has been made and if the Company so requires it shall hand over to the Company all claims for payment against the sub-purchaser.
- (b) So long as the property in the goods remains in the Company the Customer shall store them separately from other goods, safe and insured against fire or theft and the Company shall have the right, without prejudice to the obligation of the Customer to purchase the goods, to inspect and to take re-possession of the goods and for that purpose to go upon any premises occupied by the Customer.
- (c) The Company may maintain an action for the price of the goods notwithstanding that property in the goods may not have passed to the Customer.
- (d) If the goods are used in the manufacture of or otherwise mixed with other products the Company shall be entitled to a proportionate part of the value of the other products.
- (e) The rights and remedies conferred upon the Company by this clause are in addition to and shall not in any way prejudice limit or restrict any other rights or remedies of the Company under the Contract.

Delivery

7. (a) The Company will use its best Endeavour's to comply with any date or dates for despatch or delivery of the goods supplies or items handled as stated in the Contract, but unless the Contract otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding. Time of delivery shall not be of the essence of the Contract.
- (b) No responsibility is accepted by the Company for items or goods once they have been accepted by the Post Office or Carrier.
- (c) If notwithstanding that the Company has used its best endeavors, the Company fails to despatch or deliver the goods or to complete the work by such date or dates, such failure shall not constitute a breach of the Contract and the Customer shall not be entitled to rescind or repudiate the Contract or to claim compensation for such failure or for any consequential loss or damage resulting therefrom.
- (d) Any unforeseen overtime costs incurred by the Company as a result of achieving the despatch or delivery dates stated in the Contract shall be charged to the Customer.
- (e) If the Company shall be prevented or hindered from supplying the goods or providing the services or any part thereof in accordance with the Contract by any circumstances beyond its reasonable control (including without prejudice to the generality of the foregoing. prejudice to the generality of the foregoing force majeure, breakdown of plant, delay by suppliers, trade disputes including disputes involving the Company's own workforce and all other causes whether or not of a like nature beyond the reasonable control of the Company) further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered (Provided that in the event that the performance of the Contract shall be suspended for more than 28 days the Customer and the Company shall be entitled by notice in writing to the other forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstance the Customer shall pay at the Contract rate for all goods supplied or all work done and materials used by the Company to the actual date of such termination). The Company shall not have any liability to the Customer for any direct or consequential loss or damage suffered by the Customer as a result of the Company's inability to perform its obligations under the Contract in the aforementioned circumstances.



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(f) Where postponement of despatch or delivery or completion is agreed by the Company or occasioned by the Customer, the Customer shall if required by the Company pay all costs and expenses incurred by the Company occasioned thereby, but the goods shall be held at the Customer's risk as from the date of postponement. Goods to be supplied or items to be handled may be stored free of charge on the Company's premises for a period of 7 days and thereafter the Company shall charge the Customer in respect thereof at a "pallet per week" rate depending on the period of storage and the quantity of goods or items involved.

(g) The Company does not guarantee that it will deliver the exact quantity of goods ordered by the Customer and the Company shall be deemed to have complied with its obligations under the Contract by delivery of a quantity of goods constituting plus or minus 10% of the quantity ordered. The Price shall reflect the actual quantity delivered and shall be amended accordingly (all manufacturing standards and tolerances generally accepted within the flexible packaging industry shall in addition apply to the Contract).

Warranties

- 8. (a)** Save in respect of death or personal injury resulting from the negligence of the Company its servants or agents the Company shall not be liable for any claim or claims for direct or indirect consequential or incidental injury loss or damage made by the Customer against the Company (whether in contract or in tort including negligence on the part of the Company its servants or agents) arising out of or in connection with any defects in the goods or any act omission neglect or default (whether or not the same constitutes a fundamental breach of the contract of breach of a fundamental terms thereof) of the Company its servants or agents in the performance of the Contract.
- (b)** Without prejudice to the generality of the foregoing nothing herein contained shall operate to exclude or restrict liability for breach of any obligation arising from Section 13,14 or 15 of the Sales of Goods Act 1979 as against the Customer if he is dealing as a "consumer" as defined by Section 12 of the Unfair Contract Terms Act 1977.
- (c)** Subject only to the provision of these Conditions no statement undertaking warranty or condition express or implied by law trade customer or otherwise shall apply to the Contract.
- (d)** The Customer shall indemnify the Company against all actions claims or demands by third parties against the Company howsoever arising directly or indirectly in respect of or in connection with the goods or the Contract by the Company to supply the same upon the terms and conditions herein contained.
- (e)** Without prejudice to the foregoing the Company shall in no circumstances be liable for any loss damage costs or expenses which exceed in the aggregate the Price under the Contract.
- (f)** The Company shall not be responsible for any loss or damage to items belonging to the Customer (including mailing lists) held on the Company's premises.
- (g)** Mailing lists may be ordered by the Company on behalf of and as agent for the Customer and shall be accepted by the Customer once obtained by the Company. The Company shall have no liability in respect of the provision or contents of such lists and the Customer must satisfy itself as to the suitability of a particular list for its purposes.
- (h)** Mailing lists are supplied for one off use on a RENTAL BASIS and must not be copied or re-mailed without the express permission of the principals of the list. All lists supplied by the Company are directly governed by the rules stipulated under The Data Protection Act and Mail Preference Service. The copyright will remain with the Company or its supplier.



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Drawings and Literature and Mailing Lists

9. The property and copyright in all documents, drawings, plans, photographs, illustrations and other printed matter submitted to the Customer will remain with the Company. The Customer will not communicate any part of them to any third party without the Company's prior written consent. The Company reserves the right to change drawings and/or specifications without notice.

Intellectual Property Rights

10. The Customer will indemnify the Company against all actions, proceedings, claims, costs, demands and expenses bought or made against the Company or incurred by it as a result of work done at the Customer's request in accordance with designs or specifications furnished by the Customer and which involve or may involve the infringement of any letters patent, copyright registered design or trade mark.

Termination

11. Three months' notice of withdrawal from using our services are required in writing failing which the Company retain the right to charge in full for all services that would normally be carried out during that period. In the event of any breach by the Customer of its obligations under the Contract which (if in the opinion of the Company is capable of rectification) has not been rectified by the Customer within 28 days of notification of such breach to it by the Company or in the event that the Customer shall commit any act of insolvency including limiting the generality of the foregoing) committing an act of in bankruptcy or having any distress or execution levied on its assets making any composition with its creditors having a Receiver or administrative Receiver appointed of its assets or taking any steps or having any stamps taken against it for its winding-up, the Company shall thereupon be entitled forthwith to terminate the Contract by written notice to the Customer without prejudice to any rights it may have against the Customer.

Severence

12. If at any time any one or more of the provision of these Conditions become invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Assignment and sub-contracting

13. The Customer shall not be entitled to assign the Contract to any other person without the prior written consent of the Company. The Company may sub-contract part or all of the work under the Contract without however affecting its liability to the Customer to deliver the goods or carry out the work under the Contract.

Law

14. These Conditions and each and every Contract made pursuant thereto shall be governed in all respects by and in accordance with the laws of England and the Customer hereby submits to the jurisdiction of the English Courts. All orders and instructions will be regarded as placed in the U.K. force.

DIRECTOR: AMANDA HORLER

DATED: SEPTEMBER 2016



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