

1. General

(a) Definitions in these conditions

(i) Seller means Sato UK Ltd., a limited liability company incorporated and existing under the laws of the United Kingdom with registered address at Valley Road, Harwich, Essex, CO12 4RR and registration number 00604144.

(ii) Buyer means the person, firm or company who places an order with the seller for the manufacture and/or supply of goods.

(iii) Home Market means the U.K. Mainland, Isle of Wight, the Channel Islands, Isle of Man, the Hebrides and Northern Ireland.

(iv) Goods means the products manufactured and/or supplied by the seller which are the subject of an order placed by the buyer with the seller.

(b) Exclusion of terms inconsistent herewith.

Only **these** conditions shall apply to sales by the Seller. If the terms and conditions stated in the Buyers order are inconsistent herewith or if they contain a provision(s) purporting to exclude these conditions the Sellers acceptance of the Buyers order shall constitute a counter offer unless it notifies the Secretary of the Seller at its registered office to the contrary in writing within 7 days of the Sellers acknowledgement of the Buyers order.

(c) Variation and waiver

No variation, cancellation or waiver of these conditions shall be valid unless made in writing and signed by a duly authorised officer of the Seller. At the request of the Buyer the Seller will verify whether any named individual has the requisite authority.

(d) Errors and omissions

Typographical and/or clerical errors or omissions shall be subject to correction.

2. Extent of contract

The Buyer must notify the seller within 7 days of the date of the Seller's acknowledgement if such acknowledgment does not accurately confirm the Buyers order failing which the Buyer shall be bound by the terms of the acknowledgement.

3. Acceptance

The Seller's offers, estimates, quotations and price lists are without engagement and all orders require the Sellers acceptance in writing in order to create a contract. Any such acceptance shall nevertheless be subject to the Buyers credit being approved and to cancellation without liability at the instance of the Seller should it subsequently find the Buyer's credit inadequate.

4. Label Designs

No responsibility is accepted for label designs whether designed by the seller or produced to the Buyer's design. The Buyer must ensure that any such designs do not infringe any copyright, design or other rights and shall indemnify the Seller against any costs claims or demands resulting from any alleged infringement of copyright, design or other rights of third parties.

5. Materials and adhesives

The materials and adhesives to be used on any goods the subject of a quotation by the Seller and the accompanying report where such has been requested have been prepared after laboratory tests and are believed to be the most suitable for use in the particular circumstances in which the goods comprised in the quotation are stated to be required for use.

The Buyer is at liberty to accept or reject the Sellers recommendation as to materials or adhesives but if an order is placed otherwise than in accordance with the Seller's recommendations or for an undisclosed use the responsibility of the Seller as to the suitability of the materials or adhesives shall thereupon be at that end and the Seller shall accept no responsibility for loss or damage caused by the use of these materials or adhesives.

6. Accounts

Accounts may be opened at the discretion of the Seller which shall remain open only so long as the Seller's normal credit terms and other conditions are observed.

7. Proofs

Proofs of all work may be submitted for the Buyer's approval and no responsibility shall be accepted for any errors in proofs which may be passed by the Buyer. The Buyer's alterations and additional proofs necessitated thereby shall be charged extra. When style type or layout is left to the Seller's judgement changed there from made by the Buyer shall be charged extra.

8. Preliminary Work

Work carried out whether experimentally or otherwise at the Buyer's request shall be charged for unless otherwise agreed.

9. Delivery Period

Time of delivery shall not be of the essence of the contract. The period quoted for delivery commences from the date of order acknowledgement but it is an estimate only. Whilst the Seller shall use reasonable commercial endeavours to deliver the goods by the date specified on the order acknowledgement it shall not be liable for delay in delivery from any cause whatsoever and howsoever arising.

10. Expedited Despatch

Should despatch of good be required sooner than the normal time requisite for its proper production every effort will be made to secure freedom from defects but reasonable allowance must be made by the Buyer in such cases. Should such despatch result in additional costs being incurred a charge will be made to cover the increased cost unless otherwise agreed in writing by the Seller.

11. Quantity Despatched

Every reasonable endeavour will be made to despatch the correct quantity ordered but owing to the difficulty of producing extra quantities, quotations are conditional upon a margin of 10% being allowed for overs or shortage the same to be charged for or deducted.

12. Despatched in Lots

The Seller shall have the right to despatch any portion(s) of the goods covered by the contract and to invoice the Buyer for such portion(s) so despatch on the same terms and conditions set forth herein. Each delivery, part delivery and part performance shall be deemed to represent a separate contract and failure of any delivery, part delivery or part performance shall not vitiate any contract in respect of any other delivery part delivery or part performance.

13. Non Acceptance by the Buyer

If by reason of the Buyers default goods have not been taken up or delivered by the applicable delivery date the Seller may (without prejudice to its rights to claim damages) suspend delivery of the goods or treat the contract as repudiated with regard to those goods or store the good at the expense and risk of the Buyer until they are taken up or do any combination of the foregoing.

14. Loss or Damage in Transit and non-delivery of the Goods

No responsibility shall be accepted by the seller-

- (a) for any shortage or damage in transit unless
- (i) Where the goods are delivered other than by the Seller's transport the buyer makes a claim in writing providing full particulars on the secretary of the Seller at its registered office within 7 days of receipt of the goods.
 - (ii) Where the goods are delivered by the Seller's transport details of any shortage and damage are endorsed on the delivery note.
- (b) For the non delivery of the goods unless the Buyer makes a claim in writing providing full particulars on the secretary of the Seller at its registered office within 21 days of the Seller's invoice. Provided that if in any particular case the Buyer proves that-
- (i) It was not reasonably possible for the Buyer to advise the Seller in writing within the aforesaid times and
 - (ii) Such advice or claim was given or made within a reasonable time. The Seller shall not have the benefit of this conditions.

15. Defective Goods

Any complaints concerning defective goods must be made in writing within 28 days of the receipt of the goods by the Buyer. In the event of such a complaint being justified in the Seller's opinion the goods will be replaced at no extra cost to the Buyer.

Without prejudice to the foregoing provision the Seller shall not be liable for any Loss or damage of any nature whether direct, indirect or consequential arising from any defect or error in the goods or from delay or loss in delivery in excess of three times the value of the contract.

16. Standing matter and printers materials

Type may be distributed and/or lithographic, photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event rent shall be paid unless any other specific arrangement has been made.

17. Buyers Property

a) Buyer's property when supplied to the Seller shall be held at the Buyer's risk. Every reasonable care will be taken to secure the best results where materials are supplied by the Buyer but no responsibility will be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.

b) Without prejudice to other remedies, in respect of all unpaid debts due from the Buyer the Seller shall have a general lien on all goods and property of or provided by the Buyer in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as agent for the Buyer in such manner and at such price as he thinks fit and to apply the proceeds towards such debts, and shall when accounting to the Buyer for any balance remaining be discharged from all liability in respect of such goods or property.

18. Drawings

All drawings, specifications and illustrations in the Seller's catalogues sales or promotional literature or elsewhere are included as a guide only and unless specifically stated to the contrary shall not form part of the contract.

19. Property and Risk

Ownership

The equitable and beneficial ownership in the goods shall remain with the Seller until payment in cash has been received from the Buyer in respect of all sums owed by the Buyer to the Seller in respect of goods supplied. In the event of any prior resale the Seller's beneficial entitlement shall attach to the proceeds of the resale or to any claim for such proceeds. In the event that the Seller reasonably apprehends that the Buyer is insolvent or about to become so the Seller its authorised agents and representatives shall have right of access to or egress from the property of the Buyer in order to identify and recover therefrom any goods in the possession of the Buyer for which the Seller has not been paid in full. Prior notice shall not be required but any such visit will only be made within reasonable business hours.

Risk

The risk in the goods shall pass to the Buyer on delivery to the Buyer or the Buyer's carrier.

20. Price

The prices charged shall be the prices stipulated by the Seller as being current at the date of despatch. The prices are specified as exclusive of V.A.T. A surcharge shall be placed on any order for delivery outside the U.K. mainland. We reserve the right to charge an additional administration fee of £25 to correct any errors or omissions of the Buyer.

21. Carriage and Method of Freight

Carriage will be charged extra unless otherwise stated in writing.

22. Payment

Unless otherwise agreed in writing by the Seller payment for the goods shall be made in full within 30 days of the date of invoice. Time of payment shall be of the essence of all contracts.

In default of payment on the due date the Seller without prejudice to its rights hereunder shall have the right to charge the buyer interest on the overdue payment at the rate of 1 ½% per month or pro-rata per diem from the date payment was due until the date payment is made to the Seller. All payments shall be made in Sterling to the Seller at its Registered Office.

23. Illegal Matter

The Seller shall not be required to print any matter which in its unrestricted opinion is or may be of an illegal, libellous or improper nature or any infringement of the proprietary or other right of any third party or unsuitable for any reasons for publication. The Buyer shall indemnify the Seller for and against all costs claims and demands which may arise in any proceedings brought against the Seller arising from the nature of the matter printed or its form of content. The indemnity shall extend to any amounts paid in settlement of any claim.

24. Cancellation

No cancellation or variation of an order by the Buyer shall be effective unless made in writing and until accepted in writing by an authorised officer of the Seller at its Registered office.

The Seller reserves the right to refuse to accept such cancellation or variation or to accept cancellation or variation only subject to such conditions as are warranted according to the circumstances.

Acceptance by the Seller shall be subject to payment by the Buyer of such cancellation or variation charges as the Seller shall deem reasonable. Such charges shall take into account expenses incurred and commitments made by the Seller and all other losses due to such cancellation or variation.

25. Force Majeure

Should any event occur whether at the Seller's plant or otherwise which is beyond the control of the Seller such as by way of example industrial action or dispute (including strike or lock out) shortage of materials or other action of a government or other competent authority, accident instructions or lack of instructions from the Buyer and the performance of this contract is prevented or delayed.

(a) Without prejudice to its rights in the event of breach of contract by the Buyer the Seller reserves the right to suspend delivery or other performances of the Seller's obligations under any contract and to cancel unfulfilled parts of any contract in whole or in part and in the event of the Seller exercising any such right the Seller's liability shall be limited to the repayment to the Buyer (without interest) of any part of the purchase or contract price or charge already received by the Seller and attributed to any unfulfilled and cancelled part of the contract less any expenses incurred by the Seller down to the date of cancellation in part performance of the contract.

(b) If such prevention or delay continued for three months the Buyer may elect to cancel the contract or to allow the order to remain on the Seller's books and to be completed at some later date.

26. Copyright

The Buyer hereby acknowledges that the copyright in the drawings specification and other literature supplied by the Seller and the design copyright in all goods manufactured by the Seller shall vest in the Seller.

27. Alterations to and withdrawals of specification

The Seller reserves the right to withdraw or alter designs and specifications of its goods without prior notice and shall not be under any liability whatsoever for such withdrawals or alterations.

28. Waiver

No waiver by the Seller in respect of any breach by the Buyer shall operate as a waiver of any subsequent breach.

29. Packing

Where goods are sold packed the extent of the packing and/or protection will be at the company's discretion unless the Buyer stipulates special packing in which case such packing will be charged extra.

30. Buyers Insolvency

Without prejudice to other remedies, if the Buyer becomes insolvent, the Seller shall have the right not to proceed further with the contract or any other work for the Buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Buyer, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

31. Returns

Stock items may be returned to the Seller subject to the following conditions:

(a) Re turned items must be unused and in their original packaging

(b) Returned items must be dispatched to the Seller within 14 days of receipt by the Buyer

(c) Goods are the Buyer's responsibility until received by the Seller

(d) The cost of delivery to the Seller is the Buyer's responsibility

(e) The Seller will charge, and the Buyer agrees to pay, a re stocking fee equal to 15% of the value of the order or £5.00 whichever is the greater

(f) The right of return shall not apply to bespoke products ordered by the

about-sato/about-sato-uk.aspx).

32. Severability

Any Provision(s) of these conditions which in any way now or subsequently contravenes the law shall be deemed severable and shall not affect any other provision(s) herein.

33. Non re-export to Russia/ Belarus

(a) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation and or Belarus or for use in the Russian Federation and or Belarus any goods supplied under or in connection with these terms and conditions that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or of Article 8g of Council Regulation (EG) No 765/2006.

(b) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(c) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (a).

(d) Any violation of paragraphs (a), (b) or (c) shall constitute a material breach of an essential element of these terms and conditions, and we shall be entitled to seek appropriate remedies, including, but not limited to: (i) immediate termination of our business relationship including any possible outstanding deliveries; and (ii) a penalty of 100 % of the price of the goods sold, exported or re-exported to the Russian Federation and or Belarus or for use in the Russian Federation and or Belarus.

(e) The Buyer shall immediately inform us about any problems in applying paragraphs (a), (b) or (c), including any relevant activities by third parties that could frustrate the purpose of paragraph (a). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (a), (b) and (c) within two weeks of the simple request of such information.

34. Anti-Bribery Policy

The Seller shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and its Anti-bribery Policy (found at <http://www.satoeurope.com/uk/>

35. Jurisdiction and Governing Law

Any contract of which these conditions form part shall be governed by the laws of England and the Buyer hereby submits to the jurisdiction of the English courts.

36. Construction

The clause headings herein shall not effect the interpretation of these conditions.