

STANDARD TRADING CONDITIONS

1. THESE conditions are incorporated in any contract, whether written or oral, between DDJ Graphic Machinery Limited and the Buyer. Any variation of these conditions must be in writing and signed by a Director of DDJ Graphic Machinery Limited.
2. IF information comes to DDJ Graphic Machinery Limited's notice that indicates, in the reasonable opinion of a Director of DDJ Graphic Machinery Limited, that the Buyer is unlikely to be able to discharge his financial obligation under the contract, then DDJ Graphic Machinery Limited reserves the right to rescind the contract and shall not be liable to make any payment to him by way of compensation or damage.
3. ALL estimates and quotations are nett. Value Added Tax, where applicable, will be added at the prevailing rate.
4. UNLESS otherwise stated, our quotation is for goods loaded onto transport wherever lying. Where installation is stated to be delivered in bulk to a ground floor site. Should the Buyer's proposed site necessitate further dismantling, craneage or building work then these additional costs will be met by the Buyer.
5. DDJ Graphic Machinery Limited will use reasonable endeavours to deliver the goods by the agreed date, but time of delivery shall not be the essence of the Contract nor shall DDJ Graphic Machinery Limited be liable for damages for late delivery whether direct or consequential for loss of profit or howsoever otherwise.
6. I) THE ownership of the goods to be delivered by DDJ Graphic Machinery Limited will only be transferred to the Buyer when the Buyer has paid the full price for the goods, the subject of this contract and until such payments are made the goods are held by the Buyer as bailee for DDJ Graphic Machinery Limited

ii) UNTIL payment of the whole of the price has been received by DDJ Graphic Machinery Limited from the Buyer, DDJ Graphic Machinery Limited shall have the right to require the immediate return of the goods and a licence to enter the Buyer's premises or any other premises where the goods are being kept and remove the goods.
7. NOTWITHSTANDING that the ownership in the goods shall remain vested in DDJ Graphic Machinery Limited, the goods shall be at the risk of the Buyer from the time of delivery and the Buyer shall be responsible for insuring the same against all usual risks in the full value thereof.
8. A) GOODS supplied within the UK are guaranteed for periods as specified in our order acknowledgement against breakages due to defective material or workmanship in refurbishing.

IF orders are not confirmed with order acknowledgements, goods shall not be accompanied by guarantee.

ANY claim under the guarantee must be made within ten working days of breakage or damage and during the period of guarantee. Subject as expressly provided in these conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

b) THIS guarantee is confined to replacement or repair at DDJ Graphic Machinery Limited opinion of the defective part and the repair of any damage to the goods arising from the failure of the said part and any payment by way of damages whether for immediate or consequential loss is expressly excluded, except where death or personal injury is caused by the negligence of DDJ Graphic Machinery Limited or any other employees.

c) THE guarantee given above will not be binding on DDJ Graphic Machinery Limited (I) where defects have arisen through wear and tear, improper usage and accidents (ii) if the equipment is not stopped immediately the defect becomes apparent or any attempt is made to restart the equipment before the repair has been carried out (iii) if the Buyer does not inform DDJ Graphic Machinery Limited in writing of the damage or breakage promptly or in any event within ten working days (iv) if the Buyer allows any other contractor or electrician to work upon or move the goods (save as necessary to prevent injury or death) without DDJ Graphic Machinery Limited express permission in writing.

d) THIS guarantee is personal to the Buyer and shall not be transferable to any other person.

e) CERTAIN goods may be supplied "as is" without guarantee and this will be specified in the quotation.
9. DDJ Graphic Machinery Limited shall not under any circumstances be liable to the Buyer for and the Buyer will identify and hold DDJ Graphic Machinery Limited harmless against any claims of whatever kind and howsoever and from whomsoever arising from the spoilage of materials, failure of performance of the goods, loss of production, wastage of labour, loss of profit or damage to property.
10. A) IF any payment due from the Buyer under the Contract is in arrear, DDJ Graphic Machinery Limited shall have the absolute right to suspend deliveries and services. If such payment remains in arrears for seven days after a written demand from DDJ Graphic Machinery Limited to the Buyer then DDJ Graphic Machinery Limited have the right to cancel the contract without prejudice to all DDJ Graphic Machinery Limited's rights to recover any monies then due and owing to DDJ Graphic Machinery Limited from the Buyer.

b) PAYMENTS shall be considered in arrears if not made within the terms stated in our quotation or invoice.

c) ANY claims of whatsoever nature by the Buyer against DDJ Graphic Machinery Limited in respect of the goods shall not entitle the Buyer to withhold payment for any part of the goods or other goods purchased by the Buyer from DDJ Graphic Machinery Limited nor shall the Buyer be entitled to set off any such claim against any claim by DDJ Graphic Machinery Limited for the price nor shall they be entitled to claim a stay of execution on any judgement for the price in reliance upon such a claim.
11. STATEMENTS or representations of whatever kind and however made including but not confined to those as to weights, measurements, power consumption, performance, descriptions, details of design, prices and charges and whether contained in drawings, floor plans, catalogues, advertisements, brochures, photographs, descriptive materials, verbal representations or otherwise are approximate only and shall not be binding upon DDJ Graphic Machinery Limited or in any way form part of this contract unless expressly stated to do so by DDJ Graphic Machinery Limited.
12. DURING the commissioning period the goods are to be considered as under the charge of the Buyer, who shall supply all necessary materials (such as paper, ink film or the like) and power at his costs for the purpose of the commissioning.
13. THE Buyer will be responsible for the cost of taking electrical and pipework supply to the site of the machine or machines, providing any necessary structure for the housing or compressors and for the cost of such work as may be necessary to provide a foundation which complies with DDJ Graphic Machinery Limited's specifications for the machine to be installed.
14. THIS Contract shall be construed according to the laws of England and the Buyer hereby agrees to submit to these and exclusive jurisdiction of the Courts of England.