

**LABEL HOUSE GROUP LIMITED**  
**CUSTOMER INFORMATION REQUIREMENT**

FULL NAME OF CUSTOMER \_\_\_\_\_

\_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT \_\_\_\_\_

EMAIL \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

TELEFAX \_\_\_\_\_

CREDIT LIMIT APPROVED \_\_\_\_\_

TERMS OF PAYMENT \_\_\_\_\_

BANKERS \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE# & FAX # \_\_\_\_\_

ACCOUNT# \_\_\_\_\_

CONTACT \_\_\_\_\_

SALESPERSON \_\_\_\_\_

BLOCK

SIGNATURE

LOCAL/EXPORT CUSTOMER \_\_\_\_\_

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

This form is to be completed for each new customer and / or for any changes to an existing customer

# LABEL HOUSE GROUP LIMITED

## CONDITIONS OF SALE

- 1) **QUOTATIONS:**  
This Quotation is valid for 15 days unless otherwise specified. All Quotations are subject to withdrawal or amendment at any time prior to acknowledgement by the Seller of an order for goods referred to therein and are subject to materials being available at the time of acceptance of order. Clerical errors are subject to correction.
- 2) **TAX:**  
The Seller reserves the right to change the amount of Value Added Tax Payable whether or not included on the estimate or invoice.
- 3) **RISK:**  
All risk in the product shall pass to the Buyer in accordance with incoterms, unless otherwise expressly agreed in writing by the Seller and the Buyer.
- 4) **INSURANCE:**  
The Seller, where the relevant order/contract is agreed to be on a CIF basis, shall provide on behalf of the Buyer and at the expense of the Seller standard marine insurance. Including "warehouse to warehouse" protection under its regular marine policy and war risk insurance if obtainable to insure the product shall in any event cease days after arrival of the product at the port of discharge. The insured value, unless agreed in writing to the contrary by the Seller and the Buyer, shall be 110% of the total invoice value, including cost of such insurance.
- 5) **PRELIMINARY WORK**  
All work carried out, whether experimentally or otherwise, at Customer's request shall be charged to the Customer at the current rates. All such work remains the property of the Seller until payment is made to the Company, and as such cannot be used by the Customer for any purpose without the written consent of the Seller.
- 6) **OVER RUNS / UNDER RUNS- VARIATIONS QUANTITY:**  
A 15% over or Under Run shall constitute an acceptable delivery, and billing price shall reflect quantities delivered.  
When quantities ordered are less than that quoted, or delivery is ordered in installments less than those specified in the quotations, the prices quoted are subject to adjustment as appropriate.
- 7) **STANDING MATERIALS:**  
Art, film, dies, colour separations and other materials owned by the Seller and used by the Seller in the productions of type, plates, negatives, positives and the like, shall remain the Seller's exclusive property. Such items when supplied by the Customer shall remain the Customer's property.
- 8) **PROOFS**  
Proofs of all work for Customer's approval and the Seller shall incur no liability for any errors not corrected by the Customer in proofs so submitted.  
Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type and layout is left to the Seller's judgment, changes therefrom made by the Customer shall be charged extra, and where specifications are to be supplied, the Customer shall supply such specifications in reasonable time to enable the Seller to complete delivery within the period named.
- 9) **DELIVERY AND PAYMENT:**
  - a) Delivery of goods shall be accepted when tendered, or on notification that the goods have been completed. The goods shall be at the Customer's risk from the time of delivery of aforesaid.
  - b) Should expedited delivery be agreed, an extra sum may be charged to cover any overtime or any other additional costs involved.
  - c) Unless otherwise specified the price quoted is for delivery of the goods to the Customer's address as set out in the estimate. A charge may be to cover any extra cost involved for delivery to a different address.
  - d) Should work be suspended at the request of, or delay through any default of the Customer for a period of 30 days, the Seller shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
  - e) Delivery dates/ schedules stated in this contract are approximate, however every effort will be made to deliver the goods within the period shown. The Seller shall not be liable to any loss of damage caused by any delay in delivery.
  - f) On delivery of the goods, property in the said goods shall not pass from the Seller until the Buyer shall have paid the price plus VAT in full. Until such time as property in the said goods passes from the Seller, the Buyer shall upon request deliver up such of the goods as have not ceased to be in existence or resold, to the Seller. If the Buyer fails to do so, the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the goods are situated and repossess the goods.
  - g) The Buyer shall not pledge or in any way charge by way of security for any indebtedness, any of the goods which are the property of the Seller, without prejudice to other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
  - h) Notwithstanding that the goods remain the property of the Seller, the Buyer may use them in the ordinary course of business at full market value for the account of the Seller. Until property in the goods passes from the Seller the entire proceeds of sales or otherwise of the goods shall be held in trust for the Seller and shall not be mixed with other money paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 10) **MATERIAL SUPPLIED BY THE CUSTOMER:**  
The Seller may reject any paper, plates or other materials supplied or specified by the customer, which appears to the Seller to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged. Except that if the whole of any part of such additional costs could have been avoided but for unreasonable delay by the Seller ascertaining the unsuitability of the materials, then that amount shall not be charged to the Customer.

Where materials are so supplied or specified, the Seller will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of, materials so supplied or specified. Work represented by the Customer to be defective shall not form the subject of any claim for work done by the Seller of any loss, damage or expense whatsoever arising directly or indirectly from such alleged defects, but such work, if returned to the Seller and accepted by the Seller as being defective through the Seller's fault will at the request of the Customer and if practicable be replaced as originally ordered. Alleged defects in quality or dimensions in any delivery shall not be grounds for cancellations of the remainder of the order contract.

# LABEL HOUSE GROUP LIMITED

The Customer's property and all property supplied to the Seller by, or on behalf of the Customer will be held and carried at Customer's risk, and the Customer shall insure accordingly.

11) **INSOLVENCY:**

If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a Company deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has bankruptcy petition issued against him or if the Customer shall make default in or commit a breach of the contract or of any other of his obligations herein, or if any distress or execution shall be levied upon the Customer's property or assets or if the Customer shall make or offer to make any arrangement or composition with creditors, or if the Customer is a limited company and any resolution or petition to wind – up such company's business ( other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed the Seller without prejudice to other remedies shall:

- a) Have the right not to proceed further with the contract to any other work for the Customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Customer, such charge to be immediate debt due by him, and
- b) In respect of all unpaid debts due from the Customer, the Seller has a general lien on all goods and property in our possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as the Seller thinks fit and to apply the proceed towards such debts.
- c) In the event of non-payment of any bill or statement of account by the Customer on the due date, the Seller reserves the right to recover title and retake possession of any goods previously sold by the Seller to the Customer, whether or not such goods have been paid for PROVIDED the said goods remain in the custody or control of the Customer. Any goods so repossessed may be sold by the Seller to recover the overdue balance.

12) **LEGAL MATTERS:**

- a) The Seller shall not be required to print any matter, which in the Seller's opinion is or may be of an illegal or libelous nature or an infringement of the property or other rights of any third party.
- b) The Seller shall be fully indemnified by the Customer against any action, claim, demand, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, registered design, trade mark, or trade name protected in the Republic of Trinidad and Tobago or any other proprietary or personal rights contained in any material printed for the Customer and against all costs and damages which the Seller may incur in any action for such infringement or for which the Seller may become liable in any such action and the Customer on his part warrants that any design or instructions furnished or the given by him shall not be such as will cause the Seller to infringe any letters of patent, registered designs, trade mark, or trade name in the performance of the contract. The indemnity shall extend to any amounts paid on a lawyer's advise in settlement of any claim.

13) **CLAIMS:**

- a) The Seller shall not be liable for any shortage or for any failure of the goods to comply with the Customer's specification or for any defect in the condition of the goods unless a written claim is lodged with the Seller and with the Carrier (where this applies) within 15 days of receipt of the goods, or 30 days after dispatch of goods whichever is earlier.
- b) The Seller's liability for shortage, failure or defect in the goods supplied shall be limited to the cost of making good any such shortage, failure or defect and the Seller shall not in any event be liable for damage or loss sustained or liability incurred by the Customer as a direct or indirect consequence of such shortage failure or defect. No claims will be allowed for incidental or consequential damages.
- c) It shall be the responsibility of the Customer to satisfy himself as to the fitness of the goods for any particular purpose and the goods are sold without any warranty, express or implied as to their fitness for a particular purpose.
- d) The Buyer shall not be entitled to deduct from the price invoiced to it by the Seller the amount of any claim asserted by the Buyer against the Seller unless such claim shall have been allowed by the Seller.

14) **FORCE MAJEURE:**

Every effort will be made to carry out any contract based on the quotation, but the due performance of its subject to variation or cancellation owing to Act of God, War, Strike, Lockout, Fire, Flood, Drought, Riot, Civil Commotion, Restriction by Government or other competent Authority or any other cause beyond the Seller's control, or owing to the Seller's inability to procure materials or articles except at enhanced prices due to any of the foregoing causes.

15) **LAW APPLICABLE:**

The conditions and the contract shall be subject to and construed in accordance with the laws of the Republic of Trinidad and Tobago.

**STORAGE DECLARATION**

It is of utmost importance that the labels are stored in a cool dry area with a temperature ranging between 68°f - 75°f with an average humidity of 60 %. **NO DIRECT SUNLIGHT / NO WET CONDITIONS.** The Seller does not guarantee this product if not stored in the conditions stated above. Storage information is clearly indicated on all boxes and should be followed.

AGREED.....

AGREED.....

CUSTOMER.....

LABEL HOUSE GROUP LIMITED.....

DATED.....

DATED.....