

## Silverrock Enterprises Ltd – Terms & Conditions of Trade

### General

1. These terms and conditions of trade apply to all activities, divisions, trading names and publication titles of Silverrock Enterprises Limited (the Company), including Hythe Trophy Centre, e-trophies.co.uk (Trophy & Engraving Division), Herald Publishing, The Waterside Herald and The Carrier (Publishing Division).
2. The Company is registered in England and Wales, Company Number 4784219, and its Registered Office is situated at 2 Admirals Way, Hythe, Southampton, SO45 6RU, England.
3. All orders placed and contracts entered into with the Company are deemed to have been made at the Company's Registered Office.
4. The placing of an order or entering into a contract with the Company denotes the customer's acceptance of these Terms and Conditions of Trade.
5. The Company reserves the right to alter these terms and conditions of trade at any time as deemed appropriate.

### Payment Terms

6. Title, legal or beneficial, to any goods or services supplied by the Company does not pass to the customer until payment has been made in full.
7. Accounts are due for payment according to the terms specified on each invoice.
8. Any portion of an account that becomes overdue renders the whole account overdue.
9. When an account becomes overdue, the Company reserves the right to:
  - a. press for payment, pointing out the consequences of failure to pay by the stipulated time,
  - b. charge customers a surcharge of £5 per overdue invoice,
  - c. charge customers interest on overdue accounts at the rate of 8% (eight percent) above the Bank of England's Official Dealing Rate (Base Rate) in force at the time when each invoice became overdue (as per the Late Payment of Commercial Debts (Interest) Act 1998),
  - d. claim compensation for the overdue invoices under the terms of Section 5A of the Late Payment of Commercial Debts (Interest) Act 1998,
  - e. open court proceedings if necessary,
  - f. recover from customers all costs, charges and expenses incurred by us or our agents in the collection of monies overdue, including a charge of £50 per hour per person for any personal court appearances necessary by directors or staff of the Company.
10. Customers who wish to open credit account should apply by using the Company's Credit Account Application form, which will be supplied upon request.
11. Until a credit account is set up for a customer, orders are supplied only on a pro-forma invoice basis, where payment must be received with the order.
12. Customers will be informed of their credit limit upon opening a credit account.
13. Customers must not exceed their stated credit limit with the Company, without the Company's prior written agreement. However, if a customer wishes to have his/her credit limit changed, he/she must approach the Company in writing, but the final decision rests with the Company.
14. A charge of £40 (forty pounds) will be made for any customer's cheque that is returned to the Company unpaid.

### Trophy & Engraving Division

15. If goods ordered by customers become unavailable due to circumstances beyond the Company's control, the goods will be supplied as they become available, unless previously cancelled by the customer.
16. When receiving goods, the customer's responsibility to check the contents of every delivery before signing either the Company's or the carrier's delivery note.
17. Claims for damage to items in transit or shortages in deliveries will only be recognised by the Company if the customer reports it to the Company with 3 (three) days of receipt of the goods, and returns the damaged goods to the Company within 7 days of notification.
18. The Company accepts no responsibility for any marble in transit.
19. The Company will not recognise claims for damaged goods or shortages where the customer has signed that the goods have been received fully and in good condition.
20. A restocking charge of 20% of the value of the goods returned will be charged for any unwanted/over-ordered goods.
21. All descriptions in the Company's catalogues, price lists and sales literature, and on the Company's web sites, are subject to change without prior notice and are not subject to a guarantee of accuracy. Sizes given in such descriptions are approximate.
22. The Company reserves the right to alter the prices and specifications, or to discontinue any item without prior notice to customers. It is the customer's responsibility to check availability, specification and price when ordering.

### Publishing Division

23. Every care will be taken to ensure insertion of Advertisements. However all orders/contracts for Advertisements are accepted subject to and on the condition that the Company shall not be liable for any loss occasioned by the failure of the Advertisement to appear or printer's error.
24. Every care will be taken to produce Advertisements as per customer instructions when finished artwork is not supplied. Typographical errors which do not detract from the advertiser's message will not constitute any form of credit.
25. The placing of an order does not confer the rights to rent on the similar terms.
26. The Company reserves the right to decline or omit any Advertisement.
27. It is the customer's/advertiser's responsibility to ensure that their advertisement does not contravene any relevant legislation, including the Trades Description Act, the Data Protection Act, or any Copyright.
28. Any editorial is placed at the discretion of the Company's Editorial Director, and not conditional to an advertisement order.
29. It is the customer's/advertiser's responsibility to ensure any copy or copy changes are given in writing by the Company's published copy deadlines for the applicable publication.
30. Cancellations of advertisement orders/contracts can only be accepted in writing 14 days prior to the publication date.
31. If the customer's account falls overdue for payment, the Company reserves the right to withdraw advertisements until the account is brought to within the specified credit terms.