

TERMS & CONDITIONS OF SALE

**1. Application**

These Conditions apply to all sales of goods by the Seller to any purchaser ("the Buyer") and shall apply in place of and prevail over any terms or conditions contained or referred to in the Buyer's order or in correspondence or elsewhere or implied by trade custom practice or course of dealing unless specifically agreed to in writing by a director or other authorised representative of the Seller and any purported provisions to the contrary are hereby excluded or extinguished.

**2. Quotations**

A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or revise the same at any time prior the Seller's acceptance of the Buyer's order.

**3. Prices**

- (A) The prices payable for the goods shall be those contained in any relevant quotation or otherwise in accordance with the Company's standard charging rates prevalent at the time of despatch. The Seller shall have the right at any time to revise prices to take into account increases in costs including (without limitation) costs of any goods, materials, carriage, labour or overheads, the increases or imposition of any tax duty or other levy and any variation in exchange rates.
- (B) All work carried out, whether preliminary or experimentally or otherwise at the Buyer's request and materials so purchased may be charged for at the Seller's discretion. A charge may be made to cover any additional work involved where copy supplied by the Buyer is not clear and legible.
- (C) Proofs of all work may be submitted for the Buyer's approval and the Seller shall incur no liability for any errors not corrected by the Buyer in proofs so submitted. Buyer's alterations and additional proofs necessitated thereby shall be charged. Where style, type, colour or layout is left to the Seller's judgement changes made therefrom by the Buyer shall be charged.
- (D) Unless otherwise specified VAT and any other tax or duties payable by the Buyer shall be added to the price.

**4. Payment Terms**

- (A) Unless otherwise agreed in writing, payment of invoices shall be made in full without any deduction or set-off not later than 30 days from the date of invoice.
- (B) The Seller may change or withdraw any extension of credit allowed to the Buyer any time.
- (C) Interest shall be payable on overdue accounts at the rate of 4% over Bank base rate to run from the due date for payment thereof until receipt by the Seller of the full amount whether or not after judgement.
- (D) If in the opinion of the Seller the credit-worthiness of the Buyer shall have deteriorated at any time prior to delivery the Seller may require full or partial payment of the price

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prior to completion of the contract or delivery or the provision of security for payment by the Buyer in a form acceptable to the Seller.

**5. Delivery**

- (A) Delivery dates mentioned either in writing or verbally are approximate only and the Seller shall not accept any liability to the Buyer in respect of any failure to deliver on any particular date or dates.
- (B) Goods shall be deemed to have been delivered and the risks therein to have passed to the Buyer upon their transfer to any carrier named by the Buyer or, in the case of delivery “ex works”, upon the Seller notifying the Buyer that the goods are available for collection. The Buyer should insure accordingly
- (C) Where the goods are to be delivered by the Seller’s own transport or by carrier on behalf of the Seller the risk therein shall pass to the Buyer on delivery whether to the Buyer or to a site or agent otherwise named by the Buyer. The choice of route and mode of carriage shall be at the discretion of the Seller. The Buyer should insure accordingly
- (D) Where the goods are held on to by the Seller at the Buyer’s request the risk therein shall pass to the Buyer following notification to the Buyer that the goods are completed in whole or in part and the Buyer should insure accordingly. The Seller may at its discretion charge for storage of goods in such circumstances.
- (E) If the Buyer refuses or fails to take delivery of goods tendered in accordance with the contract or fails to take any action necessary on its part for delivery of the goods the Seller shall be entitled to terminate the contract with immediate effect, to dispose of the goods as the Seller may determine, and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure.
- (F) Unless otherwise expressly agreed the Seller may effect delivery in one or more instalments. Each instalment shall be treated as a separate contract.

**6. Variations & Sub-Contractors**

- (A) The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be 10% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered.
- (B) Unless expressly agreed in writing by the Seller all drawings, designs, colours, typefaces, specifications and particulars of weights and dimensions submitted by the Seller are approximate only and the Seller shall have no liability in respect of any deviation therefrom. The Seller accepts no responsibility for any errors, omissions or other defects in any drawings, designs, colours, typefaces or specifications not prepared by the Seller and the Seller shall be indemnified by the Buyer against any and all liabilities and expenses incurred by the Seller arising therefrom.
- (C) The Seller may sub-contract all or part of its obligations hereunder except in so far as the Buyer otherwise instructs the Seller in writing.

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**7. Materials Supplied by the Buyer**

- (A) The Seller may reject any materials supplied or specified by the Buyer which appear to him to be unsuitable at any time prior to delivery. Additional costs incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Seller in ascertaining the unsuitability of the materials then that amount shall not be charged to the Buyer.
- (B) Where materials are so supplied or specified, the Seller will take all reasonable 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.
- (C) Quantities of materials supplied shall be sufficient to cover normal spoilage.

**8. Third Party Rights**

- (A) The Buyer shall indemnify the Seller against any and all liabilities claims and costs incurred by or made against the Seller as a direct result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any intellectual or industrial property rights of any third party.
- (B) The Seller shall have no liability to the Buyer in the event of goods infringing or being alleged to infringe the intellectual or industrial property rights of any third party. In the event that the goods are or may be the subject of third party rights the Seller shall be obliged to transfer to the Buyer only such title as the Seller may have.

**9. Liability**

- (A) Notwithstanding anything else in the Conditions, the Seller does not, even where any other term of these conditions suggests otherwise, exclude or limit its liability for death or personal injury caused by the Seller's or Seller's employees' negligence, for damage caused by fraudulent misrepresentation, or under Part I of the Consumer Protection Act 1987.
- (B) The Seller shall not be liable to the Buyer for:-
  - (i) shortages in quantity delivered unless the Buyer notifies the Seller of any claim for short delivery within 14 days of receipt of the goods;
  - (ii) damage to or loss of the goods or any part thereof in transit (where the goods are carried by the Seller's own transport or by a carrier on behalf of the Seller) unless the Buyer shall notify the Seller of any such claim within 14 days of receipt of the goods or the scheduled date of delivery whichever shall be the earlier;
  - (iii) defects in the goods caused by fair wear and tear, abnormal conditions of shortage or use, or any act, neglect or default of the Buyer or any third party;
  - (iv) For other defects in the goods resulting from faulty material or workmanship unless notified to the Seller within one month of receipt of the goods by the Buyer or where the defect would not be apparent on reasonable inspection within six months of delivery.

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- (C) Where liability is accepted by the Seller under paragraph (B) the Seller's only obligation shall be at its option to make good any shortage or non-delivery and/or as appropriate to replace or repair any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer provided that as a condition thereof the Seller may require that the goods are returned to the Seller within 7 days of such acceptance.
- (D) The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by net price invoiced to the Buyer in respect of any occurrence or series of occurrences.
- (E) Subject to the foregoing all conditions, warranties and representations expressed or implied by statute common law or otherwise in relation to the goods are hereby excluded and the Seller shall be under no liability to the Buyer for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Seller its employees or agents SAVE THAT the Seller shall accept liability for death or personal injury caused by the negligence of the Seller.
- (F) The Seller's prices are determined on the basis of the limits of liability set out in this condition but the Buyer may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained therefore. The Seller shall effect insurance up to such limit and the Buyer shall pay upon demand the amount of any and all premiums. The Buyer shall disclose such information, as the insurers shall require. In no case shall the Buyer be entitled to recover from the Seller more than the amount received from the insurers.

**10. Machine Readable Codes**

- (A) In the case of machine readable codes or symbols the Seller shall print the same as specified or approved by the Buyer in accordance with generally accepted standards and procedures and within the tolerances generally accepted within the printing industry for such codes or symbols.
- (B) The Buyer shall be responsible for satisfying himself that the code or symbol will read or read correctly on the equipment likely to be used by those for whom the code or symbol is intended.
- (C) The Buyer shall indemnify the Seller against any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason.

**11. Standing Material and Buyer's Property**

- (A) Any materials owned by the Seller and used by him in production of origination, screens, tooling, plates, moulds, stereotypes, electrotypes, film setting negatives, positives and the like shall remain the exclusive property of the Seller unless otherwise charged for. Such items supplied by the Buyer shall remain the property, and at the risk, of the Buyer and, unless otherwise agreed in writing, the Seller shall not be liable for the storage, safe keeping and good order of any such items supplied by the Buyer.

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- (B) All films, plates, moulds, screens, tooling and any other work or materials used in the process of the Buyer's order may be effaced immediately after the order is executed unless the Buyer specifically requests in writing that arrangements are made to the contrary.
- (C) The Seller shall be entitled to make a reasonable charge for the storage of the Buyer's property left with the Seller before receipt of the order or after notification to the Buyer of completion of the work.

**12. Illegal Matter**

- (A) The Seller shall not be required to print any matter, which in his opinion is or may be of an illegal or libellous nature.
- (B) The Seller shall be indemnified by the Purchaser in respect of any claims, costs and expenses arising out of any libellous or illegal matter. The indemnity shall extend to any amounts paid under the advice of the Seller's legal advisers in settlement of any claim.

**13. Licenses and Consents**

If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the goods by the Buyer the Buyer shall obtain the same at its own expense and produce evidence of the same to the Seller on demand. Failure so to do shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be for the Buyer's account and the Buyer agrees to indemnify the Seller against the same.

**14. Force Majeure**

- (A) The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Seller being prevented hindered delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's control including but not limited to Act of God, war ,riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of the goods or of raw materials therefore by the Seller's normal source of supply or the manufacture of the goods by the Seller's normal means or the delivery of the goods by the Seller's normal route or means of delivery.
- (B) If due to such circumstances or events the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

**15. Insolvency and Default**

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if receiving order is made against him or if (being a company) an order is made or a resolution is passed for the winding up of the Buyer (otherwise than for the purposes of amalgamation or reconstruction previously approved in writing by the Seller) or if a receiver or administrator is appointed, of any of the Buyer's assets or undertaking or if

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circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or administrator or which entitle the Court to make a winding-up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other contract between the Seller and the Buyer the Seller may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries and/or determine the rights of the Buyer under Condition 6 and/or by notice in writing to the Buyer determine the Contract.

**16. Waiver**

Failure by the Seller to enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of those rights at any time thereafter.

**17. Notices**

Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class post, telex or facsimile to the party concerned at its last known address. Notices sent by first class post shall be deemed to have been given 48 hours after despatch and notices sent by telex or facsimile shall be deemed to have been given on the date of despatch.

**18. Governing Law**

The contract shall be governed by and construed in accordance with the Laws of England and Wales, and the parties hereby submit to the jurisdiction of these courts.