

# Conditions of Sale

## 1. Consumer of Contract

These conditions shall apply to all Contracts between FASTANT, a trading division of TAYLOR BLOXHAM LIMITED (hereinafter referred to as "the Company") and any person firm or Company (hereinafter called "the Customer") for the supply of goods or the carrying out of work by the Company. The Company Contracts upon the terms of these Conditions only and any printed or other Standard Terms emanating from the Customer shall not apply. These Conditions shall not be modified without the written Agreement of the Company and in order that the Contract shall be a complete statement of the Agreement between the parties with regard to the supply of goods or the carrying out of work by the Company the Customer must ensure that any representation or instruction on which it wishes to rely has been accepted by the Company in writing.

## 2. Price Variation

Estimates are based on the Company's current cost of production and unless otherwise agreed are subject to amendment on or at anytime after acceptance to meet any rise or fall in such costs. The Company's statement that its costs have risen or fallen in such circumstances shall be conclusive as to the existence of such a rise or fall.

## 3. Tax

All Estimates and or Quotations are, unless specifically otherwise provided, exclusive of Value Added Tax and any other statutory charges which may be appropriate.

## 4. Delivery

(i) Any time for performance of the Company's obligations under the Contract shall be calculated from the date upon which the Company receives all the necessary information and documentation to enable it to proceed with the supply of goods or the carrying out of work without interruption.

(ii) Although the Company will endeavour to complete the Contract within any specified delivery time the Customer acknowledges that such delivery time is an estimate only and not a term of the Contract and it is specifically hereby agreed that time for delivery is not of the essence.

(iii) Any delivery time specified shall be extended by any period or periods during which the manufacture or delivery of the goods or other work by the Company in connection with the Contract is delayed due to fire, explosion, flood, storm, tempest, sabotage, strikes official and unofficial, riot, invasion, acts of war (whether war be declared or not) shortage of labour, power or materials delayed by the Company's suppliers, civil commotion, accidents, plant breakdown, technical difficulty seizure, other action by or in compliance with an Order of an apparently competent authority and any other event or circumstance beyond the control of the Company. Notwithstanding such delays the Customer shall take and pay for at the rate of the Contract price such of the goods as shall be tendered by the Company and be ready for delivery.

(iv) Any damage to or loss of goods in transit, must be reported in writing to the Company within 3 days of receipt of goods by the Customer, and all other claims must be made in writing to the Company within 28 days of delivery. In the absence of such written claim being notified to the Company then it shall not be liable in respect of any claim raised by the Customer. The Company shall not be liable for any loss to the Customer arising from delay in transit not caused by the Company.

(v) The Company shall be entitled to charge for and be paid for all delivery and insurance costs incurred even if not specifically included in the Contract price.

## 5. Property and Risk

(i) Where goods stored at the Company's warehouse for the purpose of onward distribution, these goods are stored at the Customer's risk and insurance of such property is the responsibility of the Customer.

(ii) Goods despatched by the Company on the Customer's behalf shall be insured by the Customer if required and the Company shall bear no responsibility for loss or damage to goods in transit howsoever caused.

## 6. Payment

The Contract price is to be paid within 30 days of the date of invoice. Payment shall be made to the Company and the Company's official receipt shall be the only acknowledged discharge of the debt. The Customer shall not be entitled to withhold payment of any amount due to the Company by reason of any payment, credit set off, counterclaim allegation of incorrect or defective goods or work or for any other reason whatsoever which the Customer may allege excuses it from performing its obligations under the Contract. The Company shall be entitled to charge, and be paid, for any increased cost incurred for expedited delivery or any other matter requested by the Customer, or arising from unclear or illegible copy supplied by the Customer.

Without prejudice to any other remedy which the Company may have, in the event that any sums due under this Contract are not received by the Company in cleared funds by the due dates, the Company reserves the right to charge interest on the overdue amount at the rate of 4% above the base rate of HSBC Bank plc for the time being from the due date until the overdue amounts have been received by the Company in cleared funds. Further, the Company also reserves the right to recover all costs incurred in recovery of such debts.

## 7. The Company's liability

(i) The Company's liability in respect of the Contract shall be limited to the Contract price for the particular goods and work in respect of which the liability arises. In no circumstances whatsoever shall the Company be liable in damages to the Customer for any loss of profit, consequential loss, loss of anticipated savings or profits or damage or loss of anticipated profits of any Third Party claimed against their Customer.

(ii) The Company shall be entitled without any liability of whatsoever nature, to cancel any Contract with the Customer at any time should the Company not be able to obtain a Credit Reference in respect of the Customer which of the Company, in its sole absolute discretion regards as an acceptable credit reference following such cancellation the Company shall be entitled to payment for all its works carried out by the Company to the date of such cancellation and if such works only compromise a part of the Contract then a proportion of part of the Contract price as reflects their worth.

## 8. Cancellation

(i) In the event of a Customer becoming, or appearing to the Company to be about to become Bankrupt or going or appearing to the Company to be about to go into Liquidation, suspending payments of debts or making any arrangements with its Creditors, or failing to pay in accordance with the terms of the Contract or being in breach of any other term of the Contract the Company shall be entitled without prejudice to its other rights to postpone delivery or work (both in respect of the Contract or series of Contracts in question and any other Contract with a Customer) until such payment has been made or other breach rectified and also (or as an alternative) to cancel the Contract and or any other such Contracts.

(ii) In the event of cancellation by the Company pursuant to Paragraph 1 of this Condition the Company shall be entitled to charge for and be paid for all work carried out up to the date of cancellation, to recover payment for all deliveries already made (whether or not such payment is otherwise than due) and the cost of materials and labour already expended for the purposes of future deliveries and also to recover from the Customer either (at the Company's discretion) the sum equivalent to the Company's loss of profit arising out of the cancellation for the cost of the machine and production time incurred or reserved by the Company at the rate prevailing in the Company at the applicable time.

## 9. Preliminary Work

Work carried out whether experimental or otherwise at the Company's request will be charged; all such preliminary work carried out by the Company remains the Company's property until paid for in full.

## 10. Proofs

Proofs of all works may be submitted for the Customer's approval and the Company shall incur no liability for any errors not corrected by the Customer in proofs they have submitted. Corrections including alterations in style and the cost of additional proofs necessitated by such corrections will be charged etc.

## 11. Standing Material

(i) Metal, film, glass and other materials owned by the Company and used by him in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives, and the like shall remain his exclusive property. Such items when supplied by the Customer shall remain the Customer's property.

(ii) Type may be distributed and lithographic, photogravure or other work effected immediately after the order is executed unless written arrangements are made to the contrary in the latter event rent may be charged.

## 12. Customers Material

(i) Risk in any materials supplied by the Customer to the Company in connection with the distribution services ("Customer Materials") remains with the Customer at all times and the Customer is responsible for insuring the Customer Materials.

(ii) The Company may reject any materials supplied or specified by the Customer which appear to the Company to be unsuitable. The Company shall be entitled to charge and be paid for any and all additional costs incurred as a result.

(iii) The Company shall have no responsibility for defective work resulting from the use of unsuitable materials supplied or specified by the Customer.

(iv) Quantities and materials supplied by the Customer must be adequate to cover normal spoilage.

(v) Upon completion of the Services, any surplus stock will be retained for up to 14 days awaiting instructions from the Customer. After 14 days, the Company retains the right to apply storage charges at its prevailing standard charge per week.

## 13. Software Licences

(i) To the extent necessary for the Customer to effectively utilise the services, the Company hereby grants to the Customer a non-exclusive and non-transferable object code only licence to use elements of the 'e-Fulfill' software package as provided by the Company ("the Software") upon the terms of this Agreement and such other conditions, rules and regulations as may be set out in any manuals or other documentation supplied with or embedded in the Software and as amended from time to time ("the Licence").

ii) The Company may revoke the Licence at any time on notice.

iii) The Customer shall use the Software for its own internal business purposes only and shall not permit any third party to use or have access to the Software.

iv) The Customer shall not copy or alter or modify the whole or any part of the Software in any way whatsoever nor permit the whole or any part of the Software to be combined with or become incorporated in any other programs nor decompile, disassemble or reverse engineer the same nor attempt to do any of such things except as permitted by law.

## 14. Intellectual Property

(i) Any intellectual property rights including without limitation patents, trade marks, designs, copyright and database rights whether registered, registrable or not ("Intellectual Property"), in the Customer Materials shall remain the property of the Customer.

(ii) Except as provided in Clause 14(i) above, all Intellectual Property in any specifications, design or other concepts or materials produced by the Company in connection with the Services shall vest in the Company.

(iii) Save as expressly set out in this Agreement, the Customer shall acquire no rights in any Intellectual Property belonging to the Company.

(iv) The parties acknowledge that during the course of providing the Services the Company will develop experience, expertise processes, procedures, know how and methodology relating to the subject matter of and performance of the Services ("the Methodology"). The parties agree that nothing in this Agreement shall be deemed to assign any rights of ownership or other Intellectual Property relating to the Methodology to the Customer and the Customer acknowledges that the Company shall own all Methodology and be entitled to use the Methodology for any of its customers or for any other purpose whatsoever.

## 15. General Lien

Without prejudice to other remedies the Company shall in respect of all unpaid debts due from the Customer have a General Lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to the Customer to dispose of such goods or property as it thinks fit and to apply any proceeds towards such debts.

## 16. Law

The proper Law of the Contract shall be English Law and any disputes arising thereunder shall be dealt with exclusively by the Courts of England save that the Company shall be entitled to bring the proceedings against the Customer in the Courts of any other Jurisdiction where the Customer resides or carries on business.