

Terms and Conditions of Sale

Systems Print Media Limited

1. Definitions

In these definitions the following terms shall have the following meanings:

“Company” means	Systems Print Media Limited
“Conditions” means	these terms and conditions
“Customer” means	a party entering into a contract for the sale of the Goods
“Delivery Date” means	the date upon which the Company intends to deliver the Goods
“Goods” means	any goods sold under these conditions
“Intellectual Property” “Rights” means	copyright, design right and all other intellectual property rights
“Price” means	the Company’s price as determined in accordance with clause 3
“Specification” means	any specification provided by the Customer in relation to the Goods

2. Conditions Applicable

- 2.1. These Conditions shall apply to all contracts for the sale of Goods by the Company to the Customer to the exclusion of all other terms and conditions including any terms or conditions that the Customer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2. All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.
- 2.3. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer’s acceptance of these Conditions
- 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.

3. Price and Payment

- 3.1. The Price of the Goods shall be the Company's quoted price which shall be binding on the Company provided that the Customer shall accept the Company's quotation within 30 days.
- 3.2. The Company may by giving notice to the Customer at any time up to 7 days after receiving the Specification increase the Price of the Goods to reflect any increase in the cost to the Company which is due to factors occurring after the making of the contract of sale which are beyond the reasonable control of the Company (including without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs). Provided that the Customer may cancel this contract within 7 days of any such notice from the Company.
- 3.3. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice. The Customer shall not be entitled to delay payment of the Price for any reason whatsoever including any delay in payment for the Goods by the Customer's clients where the Goods are not for the Customer's own use.
- 3.4. Payment of the Price and VAT shall be due within 30 days of the final day of the month during which the invoice was issued. Time for payment shall be of the essence.
- 3.5. The Customer shall pay the Price in full without any set-off or counterclaim whatever.
- 3.6. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3 per cent above HSBC Bank Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

4. Description of Goods

- 4.1. The Goods shall be supplied in accordance with the description contained in the Specification and manufactured in accordance with all applicable British standards which relate specifically to the Goods.
- 4.2. It is the responsibility of the Customer to ensure that the details in the Specification are correct and the Company shall only be obliged to provide the Goods specified therein. Any orders for additional Goods must be recorded by completing a new Specification for each order.
- 4.3. The Company may from time to time make changes in the Specification which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

5. Time Limits

- 5.1. The Customer shall inspect the Goods on delivery and shall within 14 days of delivery notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the Specification.
- 5.2. The Customer shall afford the Company the opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them.
- 5.3. If the Customer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and the Specification and free from any defect or damage which would be apparent upon a reasonable examination of the Goods and the Customer shall be deemed to have accepted the Goods. At the Company's absolute discretion it may consider any notification made by the Customer outside the time limits specified in clause 5.1, but the Company shall not be obliged to provide the remedy set out in clause 5.4.
- 5.4. If the Goods are not in accordance with the contract and the Specification for any reason the Customer's sole remedy shall be limited to the Company making good any defect or damage by replacing such Goods, or if the Company shall elect, by refunding a proportionate part of the Price.

6. Limitation of Liability

- 6.1. The Company shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of the breach by the Company of these Conditions.
- 6.2. In the event of any breach of these conditions by the Company the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Goods.
- 6.3. All warranties and conditions whether implied by statute or otherwise are excluded from any contract made under these Conditions provided that nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or affect the statutory rights of a Customer dealing as a consumer.

7. Indemnity

- 7.1. The Customer shall indemnify the Company and keep the Company indemnified and hold the Company harmless against any breach by the Customer of these Conditions and any claim brought against the Company by a third party resulting from the provision of the Goods by the Company to the Customer and the Customer's use of the Goods including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses)

howsoever suffered or incurred by the Company in consequence of the Customer's breach or non-observance of these Conditions except to the extent that nothing in these Conditions shall exclude liability for death or personal injury caused by the negligence of the Company.

- 7.2. Where the Specification or any of the Goods contain Intellectual Property Rights which are the property of the Customer those Intellectual Property Rights shall remain the property of the Customer and the Customer warrants that the use of any Intellectual Property Rights contained in the Specification for the manufacture processing assembly or supply of the Goods shall not infringe the rights of any third party.
- 7.3. The Customer will indemnify the Company against any claim that the use of the Specification contravenes Intellectual Property Rights of any third parties.

8. Retention of Title

- 8.1. In spite of delivery having been made property in the Goods shall not pass from the Company until:
 - 8.1.1. the Customer shall have paid the Price plus VAT in full; and
 - 8.1.2. no other sums whatever shall be due from the Customer to the Company
- 8.2. Until property in the Goods passes to the Customer in accordance with clause 8.1 the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company the Customer shall store the Goods (at no cost to the Company) separately from all other goods in its possession marked in such way that they are clearly identified as the Company's property.
- 8.3. Notwithstanding that the Goods (or any of them) remain the property of the Company the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Goods passes to the Customer the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.
- 8.4. The Company shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Company.
- 8.5. Until such time as property in the Goods passes from the Company the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If the Customer fails to do so the Company may enter upon any premises owned occupied or controlled by the Customer where the

Goods are situated and repossess the Goods. On the making of such request the rights of the Customer under clause 8.3 shall cease.

- 8.6. The Customer 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 Company. Without prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.
- 8.7. The Customer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company if the Customer fails to do so all sums whatever owed by the Customer to the Company shall forthwith become due and payable.

9. Delivery of Goods

- 9.1. Delivery of the Goods shall be made to the Customer's address or such other address as the Customer shall nominate on the Delivery Date. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 9.2. The Goods shall be at the Customer's risk from delivery, or from the time at which they are tendered for delivery in accordance with clause 9.1.
- 9.3. The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.
- 9.4. Notwithstanding that the Company may have delayed or failed to deliver the Goods (or any of them) promptly the Customer shall be bound to accept delivery and be bound to pay for the Goods in full provided that delivery shall be tendered at any time within 4 weeks of the Delivery Date.

10. Warranties

- 10.1. All conditions, terms, representations, and warranties relating to the Goods, whether imposed by statute or operation of law or otherwise that are not expressly stated in these Conditions are hereby excluded.

11. Force Majeure

Neither party shall be liable for any default due to an act of God, war, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

12. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in these Conditions shall confer on any third party any right to enforce or any benefit of any term in these Conditions.

13. Notices

All notices or other communications under these Conditions shall be in writing and may be delivered or sent by pre-paid first class letter post or facsimile transmission to the party to be served at the address set out in any contract or at such other address or number as that party may from time to time notify in writing to the other party. Any notice or document shall be deemed to be served if delivered at the time of the delivery; and if posted 48 hours after posting; and if sent by facsimile transmission, at the time of the transmission if between the hours of 9.00am and 5.00pm from Monday to Friday (other than on statutory holidays).

14. Applicable Jurisdiction

- 14.1. These Conditions and any contract made under them are subject to the law of England and Wales.
- 14.2. All disputes arising out of any contract made under these Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15. Assignment

- 15.1. The Customer shall not assign contract licence or otherwise dispose of any part of its rights or obligations under these Conditions without the prior written consent of the Company.
- 15.2. The Company may assign contract licence or otherwise dispose of any part of its rights or obligations under these Conditions and the Customer consents to all such dealings.

16. Termination

- 16.1. If the Customer:
 - 16.1.1. fails to make payment for the Goods in accordance with these Conditions or commits any other breach of these Conditions of sale or if any distress or execution shall be levied upon any of the Customer's goods or if the

Customer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or re-construction without insolvency) shall be passed or presented or if a receiver administrative receiver or manager shall be appointed over the whole or any part of the Customer's business or assets or if any petition for the appointment of an administrator is presented against the Customer or if the Customer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately.

- 16.1.2. If the Customer breaches any of these Conditions and fails to correct the breach within seven (7) days following written notice from the Company specifying the breach

the Company may in its absolute discretion and without prejudice to any other rights which it may have:

- 16.1.3. suspend all future deliveries of Goods to the Customer and/or
 - 16.1.4. terminate the contract without liability on its part; and/or
 - 16.1.5. exercise any of its rights pursuant to clause 8.
- 16.2. If the Customer fails to pay any sums due to the Company as they fall due, the Company may suspend the services forthwith
 - 16.3. The Company and the Customer shall each be entitled to terminate any contract entered into under these Conditions by 14 days written notice.

17. Cancellation

The Company may cancel any contract made pursuant to these conditions at any time before the Goods are delivered by giving written notice. On giving such notice the Company shall promptly repay to the Customer any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

Signed on behalf of

Printed Name.....

Position.....