

GENERAL CONDITIONS OF SALE AND SUPPLY

1. General

Exactis Limited, trading as Exactis Interactive Print, only sells or supplies goods or services on these conditions, which in case of conflict override any terms or conditions imposed by you and which can only be varied in writing signed by the duly authorised representative of the company. Each sale contract between you and ourselves as the supplying company is referred to below as the contract.

2. Acceptance

Our quotations and estimates are without commitment and an order is not binding on us unless (expressly or implied we accept it and any action by us pursuant to the order shall be taken as our acceptance of it on these conditions

3. Prices

3.1 Unless we agree otherwise in writing our prices are quoted ex-works for UK sales and FOB UK port for international sales and any further packing, loading, carriage and insurance charges are accordingly payable in addition. We shall be free to increase quoted prices (whether accepted or not) to cover variations in cost to us of materials, manufactures, carriage and insurance when variations in such costs arise between the date of quotation and the date of completion of the contract. Prices are exclusive of value added tax.

3.2 You shall be exclusively responsible for all customs duties and other costs of importation and for obtaining all licences relevant to the sale and delivery of and payment for the goods delivery being subject to your obtaining all such licences).

3.3 We reserve the right to charge (at our then current rates) in addition to the contract price for all work or goods supplied or costs incurred by us which are additional to the contract specification. While we will endeavour to advise you in advance you will be deemed to have authorised all such additions as we may consider to be appropriate and in your interests.

4. Payment

4.1 Unless we agree otherwise in writing our terms of payment are for (UK sales) that each invoice is payable in full within 30 days from the date of invoice and for international sales) that payment is made to us in full prior to delivery in sterling.

4.2 Where payment is agreed to be by instalments, we shall not be bound to take any steps until you have paid the first instalment and if you fail to pay promptly the second or any subsequent instalment, we shall be entitled without prejudice to any other remedies or rights) to suspend or terminate our performance of the contract.

4.3 We reserve the right at any time to charge interest on a day to day basis at an annual rate of 4% over the sterling base rate from time to time of Natwest Bank Plc) from the due date on late payments and as well after as before any judgement.

4.4 We reserve a lien over all your property or money in our possession for all amounts due or accruing on any account. We may sell property which is subject to lien if it is not satisfied in 30 days and apply the proceeds to discharge the lien and sale expenses.

5. Performance

5.1 Although we shall endeavour (subject to 5.2 below) to meet your delivery or completion requirements we shall be under no obligation to deliver goods or supply services by any specified date. Delivery and completion dates quoted by us or included in the contract are given in good faith but are estimates only and without engagement.

5.2 We may suspend or cancel the whole or any part of the contract if by reason of circumstance beyond our control including, but without limitation, labour dispute, damage to or loss or failure of machinery, supply restriction, accident, hostilities, acts of God, Government control, adverse weather and shortage of carriage or shipping facilities either we are prevented, hindered from performing our obligations or performance of those obligations is to a substantial degree rendered difficult. If we exercise our right of suspension, you may within 7 days cancel any remaining part of the contract conditionally on your paying expenses incurred to date and our fair charges. We shall have no liability, but if any is limited to

repayment of any part of the price received less our fair charges and any expenses already incurred.

5.3 Part deliveries (in accordance with the contract or, with reasonable justification, as a departure from the contract) shall be deemed to represent separate contracts.

5.4 Without prejudice to any other right we may have, we shall be entitled to charge for abortive delivery costs, storage and associated costs should you be unavailable for or refuse or defer delivery.

5.5 We do not supply goods or undertake work on approval and goods are not returnable except with our express written agreement.

6. Title and Risk

6.1 Title to goods supplied by us remains vested in us until the purchase price and all other monies owing by you in relation to those goods or the price (whether or not due) are paid in full.

6.2 In addition and without prejudice to 6.1 above title to goods supplied by us remains vested in us until such time as there are no monies owing by you to us in any account (whether or not due).

6.3 Pending title passing such goods shall be kept separate and readily identifiable and insured to their full value by you and in all aspects held by you as bailee for us. We shall be entitled at any time to inspect and/or to repossess our goods and you will allow and procure for us any necessary access there for.

6.4 In the case of goods intended by you (at the time of your order) for resale in the normal course of your trading you shall, notwithstanding the goods have remained our property, have liberty (for so long as we shall not have repossessed or given you notice of our intention to repossess the goods and as no event conferring a right of termination under 20 below shall have occurred) to sell such goods on disposal in good faith for full value in the normal course of such trading and notwithstanding the foregoing) title shall pass to you immediately prior to its passing on such sale. You shall remit the proceeds of sale to us and in so doing shall hold such proceeds of sale on trust for us.

Pending remittance you shall place the proceeds in a separate bank account in such a way that the proceeds are kept separate and readily identifiable. In the case of other goods you shall while the goods remain in our property not dispose or permit any disposal of them.

6.5 Where property in such goods has not passed we may nevertheless maintain an action against you for the purchase price and all other monies owing by you in relation to the goods notwithstanding Section 49 Sale of Goods Act.

6.6 The risk of any loss, deterioration or damage shall nevertheless be borne by you from the moment of appropriation of goods in the contract except to such extent (if any) as we may have the benefit of insurance against such risk.

6.7 If we store, transport or work on any goods or other property (including goods to be delivered by us or goods intended for incorporation in or use on contract goods or services) belonging to you or any third party we do so (and they are packed and carried) at your sole risk and (except as provided in these conditions) we shall have no liability to you or to any other Party for loss, deterioration or damage to such goods or other property howsoever arising whether by negligence or otherwise.

6.8 In cases where we make a contract of carriage and/or arrange for insurance of goods in transit we shall be deemed to be acting as your agent and subsections (2) and (3) of Section 32 Sale of Goods Act 1979 shall not apply.

7. Claims

7.1 At the time of sale or delivery you will satisfy yourself that the goods comply with the contract and will inspect them for apparent defects and damage. You will thereupon sign our acceptance or delivery note and endorse there on a note of any deficiency, defects or damage found. Such note duly signed shall be conclusive evidence against you that the goods are correct and free from apparent defects and damage except as endorsed and (in the case of consumer customers) except as to matters constituting any breach of a statutory implied term. If you refuse or neglect to sign such note, it will be deemed to have been signed without endorsement.

7.2 Without prejudice to 6.6 and 7.1 above we shall (subject to our consigning correct goods for delivery) have no liability arising out of non-

delivery, shortage in delivery, deterioration or damage in transit (in the United Kingdom) where the appropriate claim is received by us in writing within the appropriate period specified below (or in the case of transit of goods by carrier, such shorter period (known or which should reasonably be known to you) as the relevant carrier may lawfully require as a condition of its liability). We shall assist any claim you may have against the carrier. The period referred to shall be 14 days from the date you receive our notification of despatch in the case of non-delivery and three days from the date of delivery in the case of shortage in delivery, deterioration or damage in transit.

8. Outside Work

Where we undertake work or provide labour (which we may sub-contract) at your works or elsewhere (not in our exclusive occupation) you shall indemnify us against all liability (including without limitation in respect of employee or other third party claims) arising directly or indirectly from defects in or unsuitability of the works or site or apparatus or plant (other than that provided by us) or from negligence or breach of statutory duty on your part or that of your employees or any other third party (other than our own employees) and howsoever arising.

9. Specifications

9.1 Except where we specifically otherwise agree in writing, the selection and choice of our goods or services and (except as to compliance with specific technical specifications contained in our current literature) the assessment of the goods suitability and fitness for your purpose is your sole responsibility. Any loss caused due to the failure on your part to provide adequate correct or clear instructions shall also be your sole responsibility.

9.2 Any specifications, formulations, data, literature and statements as to content, suitability, performance or otherwise, issued and descriptions and samples given, by us in connection with our goods or services are offered in good faith but are intended to be approximate only and shall be deemed not to constitute representations.

9.3 Goods are supplied on condition that you undertake at all times to take and comply with (and to draw to third parties attention and require them to take and comply with) all instructions and recommendations issued with or contained on or relating to the goods or our relevant data sheets, and all responsible and prudent precautions, us to installation, use, maintenance, cleaning and otherwise.

9.4 Pursuant to our policy of continuous improvements we reserve the right without notice and without affecting the validity of the contract, to make such changes in materials, dimensions and design as we think reasonable or desirable in all the circumstances having regard to your wishes.

9.5 The copyright and all patent and other industrial or intellectual property rights in our designs, data sheets, packaging and literature shall remain our property and no licence there under (except as to the use for which our goods or services are supplied) shall be implied.

9.6 Sections 13 to 15 (inclusive) Sale of Goods Act 1979 shall apply (but subject to 18.2 below) subject to the foregoing (and to 17.2 below) and subject to any stipulations made by us prior to the contract.

9.7 You shall not at any time alter or deface our name or any of our trademarks or juxtapose with them any other mark likely to cause confusion or use them either on or in connection with any services or any goods other than our goods in the form supplied by us or as, or as part of, any name or trading style.

10. Installation, Maintenance and Testing

10.1 Where we undertake to install, maintain repair or test any goods you shall bear the cost which shall include any travel and subsistence costs of our employees and agents) and provide (at your own expense) all relevant information and such facilities as we may require.

10.2 You shall be responsible for compliance with all statutory and third party rights in connection with the sitting, installation, erection and use by us of goods, or the provision by us of services, to your order and shall indemnify us accordingly.

11. Proofs

On reasonable request we may submit proofs for approval but we shall not incur any liability for errors not corrected by you in proofs so submitted. If any alterations or additions are made to the proofs then an additional amount shall be charged.

12. Copy and Originating Media

Where any additional work is required because the original copy supplied is unclear or illegible or where artwork or camera ready copy or other originating media or production materials is of insufficient or inadequate quality or where magnetic or electronic or digital media does not conform to specified requirements as regards format, control, characters or any other significant characteristics then an additional amount shall be charged.

13. Rubbing and Matt Coated Paper

Estimates for matt coated papers are based on the assumption that any material specified by you or supplied by us printed or unprinted, flat or folded, will be suitable for normal processing, or printing, or binding machines without marking. If extra costs are incurred to minimise marking an additional amount shall be charged.

14. Variation in Print Quantity

We shall make every endeavour to deliver the correct print quantity ordered but unless specifically agreed otherwise in writing quotations are conditional upon margins (for overages or shortages) of five percent for work in one colour only and ten percent for other work, the same to be charged or deducted from the invoice cost of the work.

15. Standing Matter

15.1 Metal, film, glass, intermediate materials, electronic storage and retrieval systems and any other materials, equipment or systems owned by us and used by us in the production of type, plates, moulds, stereotypes, electrotypes, film setting negatives, positives, electronic media and (without prejudice to the foregoing) any other standing matter shall remain our exclusive property.

15.2 Type may be distributed and lithographic, photogravure and electronic and other data or other work may be effaced immediately after a contract is completed unless written arrangements are made to the contrary. In the later event an additional charge may be made.

16. Machine Readable Codes

16.1 In the case of machine readable codes or symbols we shall print the same in accordance with your specifications or approval and in accordance with generally accepted standards and procedures.

16.2 You shall be responsible for ensuring that the code or symbol can be read correctly on the equipment likely to be used by those for whom the code or symbol is intended.

17. Warranties

17.1 We warrant (subject to the limitations set out in 17.2 and 18 below) that goods of our own manufacture (but excluding constituent parts or our suppliers or sub-contracts) or services provided by us prove under normal conditions not to be free from defects in workmanship and if the conditions set out below are each satisfied we shall (at our election) repair or replace free of charge any goods (or the relevant constituent parts not being expendable items) or re-execute free of charge any of such services which in any such case we shall find upon examination (for which you will provide full facilities) to have been so defective. The said conditions (each of which must be fulfilled before any warranty claim shall arise) are:

17.1.1 that the claim is not attributable to fair wear and tear or any fault or damage arising from impact, modification, inappropriate use or treatment, incorrect handling or exposure to corrosive substances otherwise injurious to the goods or their constituent materials.

17.1.2 that the claim is made by you as our original customer for your own benefit.

17.1.3 that the claim is notified (in detail) in writing within 30 days of the date of discovery thereof and in any event within 12 months of delivery or in the case of services) within 12 months of practical completion.

17.1.4 that our recommendations for installation, maintenance, use and follow up in respect of our goods or services have been complied with.

17.2 Except where we specifically otherwise agree in writing, we offer no (and shall have no liability under any) warranty or condition (express or implied) in respect of goods, materials or services of our suppliers or sub-contractors but we will if requested by you (and if we consider it appropriate and practical to do so) assist you to obtain the benefit of such warranties as are available from them in favour of first users of goods or services.

18. Limitation of Liabilities and Indemnity

18.1 We maintain public and product liability insurance to a limit of not less than £1,000,000 in respect of any one occurrence and copies of the policy or policies are available for inspection at any time.

18.2 Nothing in these conditions shall apply to exclude or restrict any liability which under sub-sections 1(1), 6(1), 6(2) or 7(2) of the Unfair Contract Terms Act 1977 cannot in the relevant circumstances be excluded or restricted.

18.3 Subject to 18.2 above where loss or damage arise from breach of contract, negligence, misrepresentation or otherwise neither we nor our employees or agents (on whose behalf we contract for the purposes of this condition 18) shall be under any liability to you or to third parties:

18.3.1 for any loss of profit or consequential loss or damage however arising, or

18.3.2 to any extent greater or other than the cover available to us under the policy or policies referred to in 18.1 above (after such cover has been applied in meeting any such liability as is mentioned in 18.2 above as may be covered thereby).

18.4 Without prejudice to 5.1 and 5.2 above we shall in no circumstances be liable to you or to third parties for any loss or damage arising directly or indirectly from failure to perform or delay in performing any obligation by reason of circumstances beyond our control or from delay in delivery or completion.

18.5 You shall indemnify us and our employees and agents against all third party claims relating in any way to goods or services supplied by us or arising from breach of or negligence in connection with the contract to the extent that there are no proceeds of our public and product liability insurance available after meeting, any liability to you covered thereby) to meet such claims.

18.6 When we supply goods or services to your special requirements or for your special purpose (whether or not incorporated in whole or in part in our own specifications) you shall provide all necessary specifications in reasonable time to enable us to complete delivery and we shall have no liability for any defect or industrial property infringement derived wholly or partly from any specifications given by you or on your behalf and you shall indemnify us against all claims arising from our complying with your requirements or purpose.

18.7 You are entitled within fourteen days after formation of the contract by written notice to us to elect to restrict all or any of 6.7, 17.2, 18.3, 18.4, 18.5 and the final sentence of 5.2 above on your disclosing to us a pre-estimate of the maximum loss or damage in respect of any one occurrence likely to accrue to you under or affected by those provisions where upon we shall use bonafide endeavours as soon as practicable to obtain insurance against the risk of such loss or damage to the amount of such pre-estimate as disclosed by you and the cost of such insurance shall be added to the contract price and be payable to you on demand and the provisions of 6.7, 17.2, 18.3, 18.4, 18.5 and the final sentence of 5.2 above (as selected) shall (conditionally on such payment by you) on the commencement of such insurance be restricted so as not to apply to the contract to the extent of the relevant proceeds (if any) of such insurance.

18.8 Our pricing structure is based upon these limitations of liabilities and indemnities and you are advised to consider yourself obtaining insurance cover for any claims for which we are (pursuant to this condition or otherwise) not liable and for any indemnity liability which may arise under this condition.

18.9 You shall indemnify us against any claims made by a third party against us for alleged libel or infringement of copyright resulting from our performing the contract.

19. Liability for Artwork and Transparencies

Without prejudice to the generality of the foregoing whenever you deliver artwork, transparencies or other material to the purpose of the contract our

liability in the event of loss or damage to such artwork, transparency or other material (whether arising by reason of negligence or howsoever otherwise) shall be limited to the cost of duplication of such material on the basis that you should have had full opportunity to duplicate such material before delivery to us.

20. Suspension and Termination

20.1 If:

20.1.1 you exceed any credit limit; or

20.1.2 you are in breach of the contract or any other contract with us; or

20.1.3 any event conferring a right of termination under 20.2 below shall have occurred; then in any such case we shall be entitled (without prejudice to our other rights here under) to suspend further performance of the contract for such reasonable time as we shall deem fit and for this purpose to stop any goods in transit to you or in the course of installation.

20.2 We may by notice to you terminate our supply and/or service obligation if you are in breach of the contract or any other contract with us (such breach, if remediable, not having been remedied within 7 days of the notice from us) or any judgement or execution or other process issued in respect of any judgement against you is unsatisfied for 14 days or (being an individual) you die or are unable to pay your debts as when they fall due or (being a corporation) you enter liquidation or suffer the appointment of an administrative receiver or any petition is presented or order made for the appointment of an administrator or any event analogous to any of the foregoing shall happen in any other jurisdiction and any such termination shall be without prejudice to your obligations and our rights under the contract save that (in respect of amounts paid by you) you shall be entitled to credit (subject to our right of set off against any liabilities (due to us or to any member of any group to which we belong) on an account) amounting to the lesser of the price under the contract with you in relation to, and the proceeds (less costs) of our subsequent disposal of any goods which we have not delivered or which we repossess.

21. Assignment

You may not assign the contract or any rights there under without our prior written consent.

22. Interpretation

22.1 These conditions shall be interpreted without reference to their headings.

22.2 The contract shall be governed by English law, and you shall submit to the non-exclusive jurisdiction of the English courts.

22.3 The Uniform Law on International Sales shall not apply to the contract.

22.4 Any provision of these conditions held by a court of law to be invalid shall be separable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these conditions.

22.5 The provisions of these conditions shall remain in full force and effect notwithstanding that the parties obligations under the contract may have been performed or discharged.

22.6 The waiver of rights arising from any breach of any of these conditions or the non-enforcement of any of these conditions shall not prevent the subsequent enforcement of that condition or the exercise of any right arising from that breach and shall not be deemed a waiver of rights from any subsequent breach.