

TERMS AND CONDITIONS OF BUSINESS

1. INTERPRETATION AND DEFINITIONS

In construing these terms and conditions the following words shall have the meanings given to them below unless there is something in the subject matter or context inconsistent with such construction:-

- a) "The Company" shall mean Sudbury Print Group.
- b) "The Customer" shall mean the person to whom the tender is made and/or the person with whom the agreement is made and shall include his agent and representative.
- c) "The tender" shall mean an offer made by the Company stating the terms on which the Company is prepared to supply goods equipment and/or services to the Customer.
- d) "The work" shall mean the supply of goods equipment and/or services (as the case may be) specified in the tender.
- e) "The agreement" shall mean the contract made between the Company and the Customer pursuant to the tender or otherwise.
- f) "Completion" shall mean the stage at which the work has been completed to the reasonable satisfaction of the customer.
- g) "Extras" shall mean any charges additional to those set out in the tender.
- h) Words importing persons shall include firms and corporations.
- i) Words importing the singular shall include the plural and visa versa.

2. INCORPORATION

- a) These terms and conditions shall be deemed to be incorporated in the tender and the Agreement and shall apply to and govern all sales supplies and deliveries of goods and other products (hereinafter called "the products") and/or services by the Company and are included in and govern all contracts between the Company and the Customer and any other person dealing with the Company for the sale supply or delivery of the products and/or services to the exclusion of all and any standard terms of the Customer and of all and any conditions warranties and other terms implied by statute common law or otherwise.
- b) The giving of an order by the Customer to the Company for any of the products and/or services shall constitute an unqualified acknowledgement by the Customer that if the Company accepts the order the sale supply or delivery of such of the products and/or services by the Company will be governed solely by these conditions of sale. All orders from the Customer accepted by the Company for the sale supply or delivery of any of the products and/or services are so accepted solely subject to these conditions of sale. No addition or variation of these conditions of sale and no oral stipulation or representation shall be binding on the Company unless expressly agreed to in writing and signed by a director or the secretary of the Company on its behalf.
- c) If the Customer at any time purports to introduce further terms and conditions (whether in standard form or otherwise) into the agreement beyond those or at variance with or inconsistent with the terms and conditions herein set out or any additional terms expressly incorporated in the agreement such further terms shall not apply in relation to the agreement unless the customer specifically gives notice in writing to the Company requiring such further terms to be incorporated within the agreement and the Company specifically accepts in writing the inclusion of such further terms into the agreement.

3. TENDERS AND ORDERS

- a) A tender shall not be binding unless made on the Company's printed form or such other document that the Company may specify. A tender must be unconditionally accepted in writing signed by the Customer within 30 days of the date appearing on the tender or thereafter the tender shall be deemed to have been withdrawn. An agreement shall be deemed to be made only when the acceptance of the tender is received by the Company.
- b) The Company shall not be obliged to notify the Customer that any Order has been accepted.

4. THE AGREEMENT

- No agreement whether made pursuant to an Order or to a tender may be cancelled by the Customer once it has been made. If the Customer shall purport to cancel any order the Company shall (without prejudice to the other rights of the Company) be entitled to be fully indemnified by the Customer against all and any loss or costs arising through or in connection with such cancellation and also to withhold delivery of any other of the products ordered by the Customer until the Customer shall have paid the amount of such loss.

5. PRELIMINARY DRAWINGS COPY AND PROOFS

- a) Any working drawings or particulars submitted to the Company by the Customer as forming the basis of the tender must be first approved in writing by the Company.
- b) The Company shall not be responsible for any discrepancies errors or omissions in the working drawings and any other particulars supplied to the Company and the Customer shall pay as extras any additional cost incurred by the Company due to any alterations in the description of the work in the tender which is necessary by reason of inadequate information or detail supplied by the Customer.
- c) Except in accordance with sub clause (d) of this clause the working drawings shall not be departed from.
- d) The Company shall be under no obligation to vary the quantity design position dimensions or levels of any work specified in the working drawings or in the tender or to omit any work or execute any additional work necessary for the completion of the work but the Company may make any variation to the work which the Customer requests the Company to make and any additional cost occasioned thereby shall be paid by the Customer as extras.
- e) All preliminary work undertaken by the Company whether experimentally or otherwise at the Customer's request and all costs incurred in connection therewith shall be paid by the Customer as extras.
- f) The Company reserves the right to charge as extras to cover any additional work involved where copy supplied is not clear and legible.
- g) Proofs of all work may be submitted by the Company for the Customer's approval and the Company shall incur no liability for any errors in the work not corrected by the Customer in proofs so submitted. All costs in connection with any alterations made by the Customer to such proofs and for further or additional proofs necessitated thereby shall be charged as extras and where style type or layout is under the terms of the Agreement left to the discretion and judgment of the Company the costs of any variation therein which the Customer requests the Company to make shall be paid by the Customer as extras.
- h) Where the Customer requests the Company to undertake production of any of the products without the preparation of any proofs the Customer shall be deemed to acknowledge.
 - i) That the goods ordered by the Customer may be produced by the Company in their full quantity without any prior submission by the Company of any proofs or preliminary drawings or work.
 - ii) That the Customer will pay in full the contract price (together with any extras in accordance with the terms and conditions applicable to the contract) for the goods notwithstanding that there is any part of the text layout style or form of the goods that does not accord with the Customer's wishes.
 - iii) That the Customer will not make any claim against the Company for breach of contract or otherwise where any part of the text layout style or form of the goods so ordered does not accord with the Customer's wishes.
 - iv) That the Company has only agreed to enter into the contract to which the order relates and to complete such contract in consideration of the Customer accepting this acknowledgement.

6. PRICES

- a) Except as otherwise expressly stated all prices quoted by the Company are exclusive of Value Added Tax and any other sale or purchase taxes at any time in force.
- b) The prices for the products and/or the services quoted by the Company are not firm and the Company reserves the right to increase or decrease such prices without notice except where the Company has expressly stated in writing that a price is firm and during what period the price will be held firm.
- c) If by reason of any rise after the date appearing on the tender in the cost of supplying labour or in the cost of materials or equipment or of conforming with any Act of Parliament order bylaw or regulation the cost of the Company performing its obligations under the agreement shall be increased. The amount of such increase shall be paid by the Customer as extras.
- d) Without prejudice to the foregoing prices are subject to alteration without notice and any orders are accepted on the basis of prices ruling at the date of delivery.

7. DELIVERY

- a) When any time for delivery is mentioned by the Company this is only an indication given in good faith of what the Company expects to be able to achieve but the Company does not guarantee delivery within any such time and the Company shall not be liable in any way whatever for not delivering within such time.
- b) No guarantee as to quantities of the products for delivery is given and deliveries are subject to tolerances of up to plus or minus 10% for single-part or one process work not requiring special papers or special features and 15% for other work.
- c) When stock is offered subject to being sold and is disposed of prior to receipt and acceptance of an order by the Customer or where it is made clear on any tender that delivery time is dependent upon supplies of materials not actually in stock at the time of the tender the delivery time is offered subject to such sources of supplies are at the Company's disposal being able to maintain their supplies.
- d) Upon delivery of the work to the Customer or his Agent whether at the Customer's premises or otherwise the Customer shall be deemed to have accepted that the work has been completed to the Customer's entire satisfaction.

8. PAYMENT

- a) No discount shall be allowed unless expressly agreed in writing by the Company.

- b) The Customer shall pay in full for all products purchased from and all services rendered by the Company not later than 28 days from the date of invoice or on such earlier date as may be specified in the agreement.
- c) The price and costs of extras shall become payable as specified in the tender or the agreement.
- d) Extras shall be payable at such times as may be specified in the tender or if not so specified then immediately after each extra has been completed.
- e) If the Customer shall not make payment of any sum due to the Company under the terms hereof or the terms of the agreement on or before the day the same shall be due and payable interest thereon shall accrue and be payable by the Customer to the Company from the said day at the rate of 6% above Barclays Bank PLC base lending rate for the time being in force such interest shall be a debt due to the Company and recoverable as liquidated damages.
- f) All costs (of whatever nature) incurred by the Company in recovering sums due from the Customer (before or – subject to the decision of the court – after the commencement of any legal proceedings) shall be paid to the Company by the Customer.

9. STANDING MATERIAL

- a) Plates shall remain the Company's exclusive property at all times save where the same has been supplied to the Company by the Customer.

10. CUSTOMER'S PROPERTY

- a) Except in the case of the Customer who is not contracting in the course of a business nor holding himself out as doing so any property of the Customer and all property supplied to the Company by or on behalf of the Customer while it is in the possession of the Company or in transit to or from the Customer shall be at the Customer's risk (unless otherwise agreed in writing) and the Customer should insure accordingly.
- b) The Company shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Company at any time.

11. CUSTOMER MATERIALS

- a) The Company shall not be obliged to accept and may reject any paper plates or other materials supplied or specified by the Customer which appear to the Company to be unsuitable for any reason. Any additional costs incurred by the Company where materials are found to be unsuitable during the course of production may be charged as extras at any time.
- b) Where materials are supplied or specified by the Customer the Company shall use its best endeavours to satisfy the Customer's requirements but shall not be responsible or liable for any defect in the product or imperfect work caused by defects in or the unsuitability of the materials so supplied or specified.
- c) Quantities of materials supplied by the Customer must be adequate to cover normal spoilage and, if an insufficient quantity is supplied, any additional costs incurred by the Company shall be charged as extras.

12. SUBJECT MATTER

- a) The Company shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- b) The Customer hereby indemnifies and shall keep indemnified the Company in respect of any claim costs and expenses arising out of any libellous matter or any infringement of copyright patent design or of any other intellectual property right or proprietary or personal rights contained in any material printed for the Customer such indemnity to be on a full indemnity basis and to extend and include all legal costs incurred by the Company in relation thereto.

13. LOSSES

- a) The Company shall not be liable for any consequential or incidental loss or damage suffered by the Customer as a result of any defective equipment materials or workmanship.
- b) The Company shall not be liable in any circumstances to the Customer for:
 - i) Any loss of profit or of contracts, or
 - ii) Any claim made against the Customer;
 - iii) Any damage or injury caused by or arising from the acts or omissions of the Company or its sub-contractors;
 - iv) Any loss or damage in circumstances over which the Company has no control.

14. CLAIMS

No claim for damage in transit shortage of delivery or loss of the products will be considered unless in the case of damage in transit or shortage of delivery a separate notice in writing is given to the carrier concerned and to the Company within three days of delivery followed by a complete claim in writing within 14 days of delivery of the products and in the case of loss of the products notice in writing is given to the carrier concerned and to the Company and a complete claim in writing is made within ten days of the date of despatch. In any event where the Customer alleges that the products are either damaged or missing the delivery book of the carrier concerned must be endorsed accordingly. Except as aforesaid no claim of any kind will be considered unless the claim is received by the Company in writing within 14 days from the date of the invoice.

15. RETURNS

Where goods have been despatched in accordance with the agreement returns will not be accepted for credit or exchange other than at the discretion of the Company and if this is agreed a deduction will be made for handling. In all cases the written authority must be obtained from the Company before the Customer's return of the goods otherwise the goods will be refused. The Company will not credit any goods unless previously agreed in writing by the Company.

16. FORCE MAJEURE AND EXTENSION OF TIME

- a) The Company shall not be liable for any loss or damage whether direct or indirect arising from or as a consequence of any delay in fulfilling its obligations under the agreement if such delay is due to any industrial dispute shortage of materials or any other cause whatsoever beyond the Company's immediate control.
- b) If the Company shall be delayed in fulfilling its obligations under the agreement as aforesaid the period of time (if any) within which the Company shall have agreed to perform its obligations shall automatically be extended by such further period as the Customer and the Company shall agree but in default of agreement by such period as shall be reasonable in all the circumstances.

17. RISK AND TITLE RETENTION

- a) All goods supplied by the Company to the Customer shall be and thereafter shall remain at the Customer's risk from the date of delivery to the Customer or elsewhere at the Customer's direction.
- b) The goods supplied by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the agreed price therefore.
- c) The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
- d) Until such a time as the Customer becomes the owner of the goods the Customer will store them on the Customer's premises separately from all other goods and in a manner which makes them readily identifiable as the goods of the Company.
- e) The Customer acknowledges that it is in possession of the goods as a fiduciary until such time as ownership thereof passes to the Customer in accordance with the foregoing conditions.
- f) The Customer is hereby authorised by the Company to agree to sell as agent for the Company the Company's goods subject to the express condition that the entire proceeds of sale thereof are held in trust for the Company and are not mingled with other monies or paid into any overdraw bank account and shall be at all times identifiable as the Company's money.

18. LIQUIDATION OF CUSTOMER

If the Customer shall make default in or commit a breach of contract or of any of his obligations to the Company or if any distress or execution shall be levied upon the Customer's property or assets or if the Customer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the buyer is a limited company any resolution or petition for winding up the company's business other than for the purposes of amalgamation or reconstruction shall be passed or presented or if any receiver of such company's undertaking property or assets or any part thereof shall be appointed then and in any of such events the Company may at its own election forthwith determine any contract then subsisting between the parties such determination to operate from the date of such election. The Company shall endeavour to give notice to the customer that the contract has been determined. Any determination shall be without prejudice to any claim or right the Company may otherwise make or exercise.

19. GENERAL PROVISIONS

- a) The tender the agreement and these terms and conditions set out the parties entire agreement and understanding with the respect of the subject matter thereof.
- b) Any modification of these terms and conditions shall only be effective if in writing and signed on behalf of the Company by an authorised officer.
- c) The construction validity and performance of the Agreement shall be governed by the Laws of England.
- d) The paragraph headings herein contained are for guidance only.