

STANDARD TERMS AND CONDITIONS OF SUPPLY



PRESSPART

1 Definitions

In these Conditions and the Contract, the following expressions shall have the meanings set out below unless the context requires otherwise:

- "Company, Our, Us" and "We"** means Presspart Manufacturing Limited (company number 995387) whose registered office is at Whitebirk Industrial Estate Blackburn Lancashire BB1 5RF.
- "Conditions"** means the terms and conditions of supply set out in this document (or as we may update them from time to time), together with any Special Conditions;
- "Contract"** means the contract between the Customer and the Company for sale and purchase of the Goods upon and subject to the terms set out in any Order and the Conditions;
- "Customer" and "You"** means the company or person whose order for the Goods is accepted by the Company;
- "Goods"** means any Goods agreed in the Contract to be supplied to the Customer by the Company (including any part of them or any parts for them) and including any services to be provided in connection with or in addition to the supply of the Goods;
- "Order"** means the Customer's order for the supply of the Goods (in whatever form, including the Customer's acceptance of a Company quotation) placed with the Company for its acceptance in accordance with the procedure set out in these Conditions;
- "Special Conditions"** means such additional conditions (if any) as are agreed in writing between the parties from time to time; and
- "Working Day"** means a day, other than a Saturday, Sunday or public holiday in England, when London banks are open for business.

2 General

- A. Each Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. No Order shall be deemed to be accepted by the Company (and no Contract shall have come into existence and be binding on either of us) until the earlier of (i) the Company's issuing of written acceptance of the Order or (ii) the Company commencing work on the manufacture / supply of the Goods which are the subject of the Order.
- B. Notwithstanding the above or any statement to the contrary in any documents supplied by or on behalf of the Customer, Contracts are made and Orders accepted by us only after the Customer's credit has been established and only on the distinct understanding that these Conditions shall apply to the Contract to the exclusion of all others, unless otherwise mutually agreed upon in writing. In the case of the first transaction the Customer's Order shall be accompanied by remittance or the usual trade and bank references of a satisfactory nature being furnished.
- C. For the avoidance of doubt, the Conditions are the only ones that will apply to a Contract and will prevail over any terms issued by or on behalf of the Customer. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.
- D. Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations contained in the Company's catalogues or brochures are issued or published solely to give an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. Quotations issued by the Company are not offers capable of acceptance and are valid only for twenty (20) Working Days (or such other period of validity as the Company may expressly state in them).

3 Drawings

- A. Where specifications, designs, drawings, documentation, information or other materials ("**Company Materials**") are supplied by the Customer in respect of the Goods, the Company may use these to perform the Contract. The Company Materials are assumed to be correct and we are entitled to rely on the accuracy of the same. The Company reserves the right to alter the Company Materials to the extent necessary to comply with any applicable statutory or regulatory requirement.
- B. The Customer will indemnify the Company against any costs, losses, expenses or claims the Company may incur or suffer as a result of Company Materials supplied by the Customer (or the Company's use of them) infringing the intellectual property or other rights of a third party.
- C. Save as agreed in writing to the contrary or as specifically set out herein, nothing in these Conditions or the Contract gives either party any rights in respect of the intellectual property or other similar rights of the other.

4 Time for despatch

- A. All dates / times specified by the Company for delivery of the Goods are made by Us honestly and reasonably but shall be estimates only and while we will use our reasonable endeavours to ensure that the time for delivery stated in the Contract is adhered to, time for delivery shall not be of the essence of the Contract. If no time / date is stated for delivery this will be completed within a reasonable period of time. We shall be under no liability or responsibility in respect of loss or damage arising from delay in delivery or from a total or partial failure to deliver whether by the time stated for delivery or at all which arises from events beyond our reasonable control or from your breach of the Contract / failure to provide us with adequate information / instructions. If the Company fails to deliver the Goods at all, any liability it may have shall (subject always to the other provisions of these Conditions) be limited to the reasonable costs and expenses properly incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- B. Volume by despatch

Where Goods are delivered by instalments then (at our option) each such delivery shall constitute a separate Contract. Delivery of Goods will reflect a component volume tolerance of -5% +10% from the actual volume stipulated by the Customer's Order.

5 Place of delivery

- A. Unless otherwise agreed in writing, delivery of the Goods shall be made by us at the place stated in the Company's written acceptance of the Order (which, in the absence of notification, is presumed to be the Customer's normal place of business). Delivery shall be complete upon offloading the Goods from their transport at the place of delivery (if they are to be delivered by the Company or its nominated carrier) or upon making the Goods available to the Customer or its nominated carrier (if the Goods are to be collected or a carrier is nominated by the Customer). The cost of delivery to the Customer's place of business is included in the quotation price unless separately stated or otherwise agreed in writing. If the Customer wishes to alter the place of delivery after our acceptance of the Customer's order then we reserve the right to refuse to accept such alteration or to charge for additional delivery costs arising from such alteration.
- B. If the Customer fails to accept or take delivery of the Goods on the allocated date then, except where such failure or delay is caused by circumstances beyond its reasonable control or by the Company's failure to comply with its obligations under the Contract in respect of the Goods, (i) delivery shall be deemed to be complete on the next Working Day and (ii) the Company may (at its option) continue to store the Goods until actual delivery / collection and charge the Customer for all related costs of doing so (including insurance) or sell the Goods at the best price it can obtain and account to the Customer for the proceeds of sale once the Company's expenses of storing and selling the Goods have been deducted.

6 Tests

The Goods are submitted to our standard inspection procedure at our works before despatch. If special tests in the Customer's presence have been agreed as part of the Contract, such tests must be carried at our works unless the Contract provides otherwise. If the Contract provides that special tests are to be carried out in the presence of the Customer we shall give to the Customer notice in writing of our being ready to proceed with such tests. If the Customer does not make himself available to attend such tests within seven (7) days after the date of our notice we reserve the right to proceed with the tests in the Customer's absence and in the event of our doing so the Customer shall nevertheless be deemed to have been present during the tests.

7 Limitation of Liability

- A. The following provisions (together with the provisions of clause 4.A above) set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- any breach of the Conditions and / or the Contract;
 - any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
 - any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- B. All warranties, conditions and other terms implied by statute or common law (save for the Conditions implied by Section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- C. Nothing in these Conditions excludes or limits the liability of the Company:
- for death or personal injury caused by the Company's negligence;
 - for fraud or fraudulent misrepresentation; or
 - for any other matter in respect of which it would be illegal for the Company to exclude or limit its liability.
- D. Subject to clauses 7.B and 7.C:
- the Company shall under no circumstances whatever be liable to the Customer (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise in each case whether direct or indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract; and
 - subject to clause 7.D(i) above, the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract (or performance or contemplated performance) shall be limited to the price of the Goods to be supplied under the Contract.
- E. Unless otherwise agreed between the parties in writing (for example, but without limitation, as part of a product-specific specification agreed by the Company in writing), or defined in a Presspart General Quality Specification, batches of the Goods supplied by the Company will conform to an AQL of 0.65, as defined in ISO2859-1:1999, with regard to functional manufacturing defects. Notwithstanding the provisions of this clause 7, the Company shall

(as the Customer's sole remedy) make good any defects in Goods of its own manufacture which result in them failing to meet this specific standard provided always that such defects arise solely from faulty workmanship and that such defects are notified to Us within six (6) calendar months from the date of delivery of the Goods to the Customer.

- F. For the avoidance of doubt, nothing in this clause 7 shall oblige the Company to make good defects in Goods which were not manufactured by the Company or which were manufactured by the Company to drawings or specifications provided by the Customer.

8 Prices and payment

- A. The price of the Goods shall be the Company's quoted price or the price stated or referred to in the Company's written acceptance of the Order (which shall prevail over the quoted price (if any)). If no price is quoted or referred to, the price for the Goods shall be that set out in the Company's published price list as at the date of delivery of the Goods.
- B. The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the costs to the Company and additional charges and all costs which are due to any change of delivery dates, quantities or specifications for the Goods requested by the Customer or any delay caused by an instruction of the Customer or failure of the Customer to provide the Company with adequate materials, information or instructions or any failure by the Customer to deliver materials for the use of the Company in supplying the Goods at the times and in the quantities required by the Company.
- C. The Company may invoice the Customer for the price of the Goods supplied under each Contract on or at any time after their delivery. Payment for Goods supplied is due in full and in cleared funds within thirty (30) days of the date of invoice, i.e. not 30 days from the end of the month unless otherwise agreed in writing. Time for settlement of the Company's invoices shall be of the essence of the Contract.
- D. Payment for all Goods supplied under the Contract shall be made in full upon the due date without any set off or counterclaim of any kind. The existence of any defect in Goods supplied shall not entitle the Customer to withhold payment under the Contract in whole or in part. The Customer's rights and remedies in respect of any such defect are limited to those set out in the immediately preceding clause.
- D. In respect of accounts which are overdue for payment the Company reserves the right (at its sole discretion) to (i) charge interest at a rate of two per cent (2%) per annum over the Barclays Bank Plc Base Rate in force from time to time, (ii) refuse to accept any further Orders from the Customer and / or (iii) suspend further deliveries of the Goods under this or any other contract with the Customer.
- E. The Company shall be entitled to charge the amount of any VAT payable whether or not included on the quotation or invoice.

9 Packing

- A. Except in the case of shipment abroad, the cost of packing cases and cartons will be invoiced to the Customer together with the Goods.
- B. The Company shall credit the Customer in full in respect of the cost of the packing cases and cartons provided that the Customer returns the packing cases and cartons in good condition, carriage paid, to the Company within one (1) calendar month of receipt by the Customer.
- B. For the avoidance of doubt:
(i) the packing cases and cartons shall only be returnable if they are clearly identified as returnable on the Company invoice; and
(ii) the Customer will not be credited for non-returnable packing cases and cartons.

10 Tools etc

Unless specifically agreed to the contrary any charge made for tools covers part tool costs only and such tools will belong to us and will be maintained at our expense during the period of the Contract. In accordance with normal trade practice such tools will be stored at our expense for six (6) months from date of the Contract for possible use against further contracts, or we give no guarantee concerning the useful life of any tool beyond the period of the Contract. Where tools are purchased outright we accept no responsibility for the repair and maintenance thereto or for any damage sustained during the process of manufacture and reserve the right to make a charge for any upkeep work if and when it becomes necessary. All artwork, photographic negatives, printing plates, silk screens etc produced for the manufacture of the Goods covered by the Contract will belong to us.

11 Arbitration

If at any time any question, dispute or difference whatever shall arise between you and ourselves upon, in relation to, or in connection with the Contract either of us may give the other notice in writing of the existence of such question, dispute, or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement, some person appointed by the President for the time being of the Law Society of England and Wales. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950, or any statutory modification thereof within the meaning of the Arbitration Act 1996 or any statutory re-enactment or modification thereof. Any arbitration shall be held in England.

12 Risk and Retention of Title

- A. The risk of loss of or damage to the Goods shall pass to the Customer on completion of their delivery to the Customer in accordance with these Conditions. Where delivery is by a carrier appointed by the Customer, delivery to such carrier is to be evidenced by the Customer's (or the Customer's agent's) signature on the Company's delivery note.
- B. Notwithstanding clause 12A above and the passing of risk, the Goods delivered by the Company under the Contract shall remain the sole and absolute property of the Company until the Customer has paid in full and in cleared funds the price of the Goods (which shall include the price of all other goods agreed to be sold by the Company to the Customer for which payment is then due) including any VAT and interest thereon.
- C. Until property in the Goods passes to the Customer in accordance with clause 12B above the Customer shall hold the Goods 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 and marked in such a way as they are clearly identified as the Company's property and insured appropriately to their full value.
- D. 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.
- E. Until such time as the property in the Goods passes from the Company, the Customer shall upon request deliver up to the Company such of the Goods that has not ceased to be in existence or not been resold. 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 (and the Customer will, as necessary, procure access to relevant third party premises for the Company for this purpose). On the making of such request the rights of the Customer under clause 12D shall cease.
- F. The Customer acknowledges that before entering into a Contract for the purchase of any Goods from Us it has expressly represented and warranted that it is not insolvent and has not committed any acts of bankruptcy or being a company with limited or unlimited liability and knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a Receiver to petition for its winding-up or apply for appointment of an Administrator or exercise any other rights over or against its assets.
- G. The Customer's rights to possession of the Goods shall cease at whichever is the earliest of the following dates:
(I) on the expiration of the agreed period of credit, if any;
(ii) if the Customer, not being a company, commits any act of bankruptcy, makes a proposal to his creditors for a composition under Section 110 of the Insolvency Act 1985, or does anything which would entitle a Petition for a Bankruptcy Order to be made;
(III) if the Customer being a company does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a Petition for winding-up or apply for an Administration Order.

13 Termination

- A. In the event the Customer (i) breaches the Contract and, where the breach is capable of remedy, has failed to remedy such breach within thirty (30) days of notice requiring it to do so and / or (ii) makes a voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (otherwise and for the purpose of solvent amalgamation or reconstruction) or a charge holder takes possession or a receiver or administrator is appointed over any of the property or assets of the Customer or the Company has reasonable cause to believe any such event is about to or appears likely to occur in relation to the Customer then, in either such case, the Company may upon sending written notice to the Customer terminate the Contract forthwith and suspend any further deliveries of the Goods and i the Company shall not be liable for any loss or damage whatsoever arising from such cancellation.
- B. Upon termination of the Contract for any reason the Customer shall immediately settle all of the Company's then outstanding invoices (and any uninvoiced amounts may be immediately invoiced with such invoices being payable immediately upon receipt), and each party shall immediately return to the other all of that other party's property then in its possession or under its control. Neither party shall hold itself out as having further connection with the other following the expiry or termination of the Contract.

14 Notice

- A. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
(i) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company;
or
(ii) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.
- B. Communications shall be deemed to have been received:
(i) if sent by pre-paid first class post, two (2) Working Days after posting (exclusive of the day of posting); or
(ii) if delivered by hand, on the day of delivery; or
(iii) if sent by fax on a Working day prior to 4:00pm, at the time of transmission and otherwise on the next Working day.

15 Law / jurisdiction

The Contract shall be subject to and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English Courts.

16 General

- A. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. The Customer may not do so.
- B. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- C. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- D. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company.
- E. The parties to the Contract do not intend that any terms of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- F. The Company shall not be liable for any delay in or failure to perform the Contract for any reason beyond its reasonable control such as (but without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), shortage of labour or materials, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Company notifies the Customer of the cause for the likely delay / failure and uses all reasonable endeavours to mitigate its effects as soon as reasonably possible.
- G. Each party shall keep confidential all information which it has obtained or acquired in relation to the business, affairs, products or services of the other party whether pursuant to, in contemplation of or as a consequence of the performance of the Contract and shall not use or disclose any of the same without the other party's prior written consent except as necessary to perform its obligations hereunder or as may be required of it by law.