

CONDITIONS OF TRADING

These conditions govern all supplies to customers by Fine Print (Services) Limited (the "Company") of printed matter ("Work"). The "Customer" means any person submitting an order to the Company. These conditions apply to the exclusion of any other terms and conditions unless otherwise agreed by the Company in writing.

1. **Quotations** - The Company may decline any Customer order upon receipt and may revise any quotation submitted by it at any time prior to its acceptance of the Customer's order. A contract for the supply to the Customer of Work (the "Contract") governed by these conditions will be formed upon the Company's acceptance of the Customer's order. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract.
2. **Cost Variation** - Prices are subject to revision in the event of any increase in costs incurred by the Company between the date of its quotation or acceptance of the Customer's order, as appropriate, and the date of delivery of the Work to the Customer.
3. **Tax** - The Company may charge the amount of any Value Added Tax or similar tax payable on the supply of the Work whether or not included on its quotation or invoice.
4. **Preliminary Work and Overmatter** - Overmatter and work carried out whether experimentally or otherwise in relation to the preparation or execution of the whole or any part or parts of a Customer's request will be charged.
5. **Proofs** - Author's corrections including alterations in style or construction and the cost of additional proofs necessitated by such corrections will be charged extra. Proofs of all work may be submitted for the Customer's approval and in that event no responsibility will be accepted for any errors in them not corrected at such time by the Customer. When style type or layout is left to the discretion of the Company or is not specified on the Customer's order then changes subsequently made or requested by the Customer will be charged extra.
6. **Delivery and Payment**
 - 6.1. Delivery of Work shall be accepted by the Customer when tendered and the whole price shall become due for payment by the Customer upon such tender or notification that the Work has been completed (whichever is the earlier).
 - 6.2. Should expedited delivery be agreed by the Company and necessitate overtime or other additional costs for the Company an extra charge for the account of the Customer shall at the Company's discretion be made.
 - 6.3. Should any Work be suspended at the request of or delayed through any action or default of the Customer for a period of 30 days the Company shall then be entitled to payment for Work carried out and materials specially ordered and other additional costs incurred by the Company including storage.
 - 6.4. Where the Contract provides for more than one delivery of Work by the Company:
 - 6.4.1. such deliveries shall be accepted as specified in the Customer's order (or as soon thereafter as ready) provided that all deliveries shall if ready be accepted within three months from the date specified for the first delivery. If the Customer fails to accept any delivery the balance remaining undelivered shall be invoiced (payment for such balance immediately thereupon becoming due) and storage costs charged to the Customer's account, the Work then after being held by the Company at the Customer's risk.
 - 6.4.2. there shall be deemed to be a separate contract for each delivery and payment for each delivery shall be due for payment as specified in sub-clause 6.1. Any failure or defect in any one delivery shall not vitiate the Contract as to the remaining deliveries nor shall the Customer be entitled to set off against any price due to the Company for any delivery any claim it alleges against the Company for any other delivery.
 - 6.5. Unless otherwise specified the price quoted is for delivery of the Work to the Customer's address set out in the relevant Company quotation. A charge may be made to cover any extra costs of the Company involved for delivery to a different address.
- 6.6. While every reasonable effort will be made by the Company to effect delivery in accordance with any pre-arranged dates, no guarantee as to dates of delivery by the Company can be implied and the Company will not accept liability for any loss or damage occasioned by delay in delivery howsoever caused.
7. **Variation in Quantity** - Every reasonable endeavour will be made to deliver the correct quantity of Work ordered by the Customer but quotations are given and Contracts entered into conditional upon margins of five per cent (5%) for Work in one colour only and ten per cent (10%) for other Work being allowed for overs or shortage, the same overs or shortage being charged to or deducted from the Customer's account, as appropriate.
8. **Terms**
 - 8.1. Payment in full without deduction or set off shall be made net cash within 30 days from date of invoice unless alternative credit terms are agreed between the Company and the Customer in writing.
 - 8.2. If payment of any monies payable hereunder by the Customer shall not be made forthwith upon the due date for payment of the same the Company may charge and the Customer will then pay on demand interest upon the outstanding sum at four per cent (4%) above the Base Rate from time to time declared by National Westminster Bank plc (or such other London Clearing Bank designated for this purpose by the Company) from the date the payment fell due until the date payment is made (whether before or after any judgement).
 - 8.3. If the Contract involves more than one delivery of Work and default is made in payment on the due date for any one delivery the Company at its option may without prejudice to any other right or remedy:
 - 8.3.1. treat the Contract as a whole as repudiated by the Customer and claim damages accordingly; or
 - 8.3.2. suspend further deliveries or otherwise suspend further performance of the Contract in whole or in part until payment for deliveries on which payment is due have been made.
 - 8.4. An order once placed by the Customer and accepted by the Company cannot be cancelled except by mutual agreement and then only on terms which would fully indemnify the Company for its losses resulting from such cancellation.
 - 8.5. If the Customer breaches these conditions or any other obligation to the Company or if a distress or execution is levied upon the Customer's property or if the Customer makes or offers any arrangement or composition with its creditors or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against him or if any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction in a state of solvency) is passed or presented or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed the Company may determine the Contract without prejudice to any other claim or right of the Company. Forthwith upon such termination the Customer shall indemnify the Company in full against all loss suffered by the Company wholly or partly as a result of such an event or termination and all the monies then owing by the Customer to the Company shall become due for immediate payment.
9. **Property and General Lien**
 - 9.1. Delivery of Work by the Company to the Customer or at the Customer's discretion shall be deemed to be delivered to the Customer as agent and trustee for the

Company. The property in any Work so delivered shall not pass to the Customer but shall be retained by the Company until payment has been made therefore and for all other monies then owing to the Company in full. Without prejudice to any other right or remedy of the Company for non payment or otherwise, the Company may peaceably re-possess such Work as has been delivered but not paid for wherever that may be and the Customer shall upon demand inform the Company of the whereabouts of all such Work. Where the Customer sells the Work or sells any rights therein or receives any money from any person or persons as a consequence of printing or agreeing to print or distributing the Work prior to paying the Company therefore in full, all such monies or proceeds of sale of such goods shall be held upon trust for the Company until full payment for the Work has been made to the Company by or for the Customer. All such monies or proceeds of sale received by the Customer in such event shall be placed in a separate bank account of the Customer containing no other monies and shall not in any way be mixed with any monies belonging to the Customer prior to payment to the Company.

- 9.2. Without prejudice to its other rights or remedies the Company shall in respect of all unpaid debts due from the Customer have a general lien on all goods and property of the Customer in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days written notice sent to the Customer at his last known address to dispose of such goods or property as it thinks fit and to apply any proceeds towards such debts. The Company shall not be liable for any proceeds towards such debts. The Company shall not be liable for any loss arising to the Customer from such action in any way whatsoever.
- 9.3. The Company may make a reasonable charge for storage of any property of the Customer left with the Company before acceptance of the Customer's order or after tender of the Work in question.

10. Standing Matter

- 10.1. All plates, dies, artwork (including digital artwork), sketches, samples and original designs of any kind, moulds, stereotypes electrotypes and the like used or created by the Company in connection with the Contract and all copyright, design right and other rights of any nature in the same shall remain the Company's exclusive property whether or not the work entailed in the production of these items is charged separately by the Company.

11. Claims

- 11.1. All claims against the Company on whatever grounds under or in connection with the Contract must be notified to the Company in writing in accordance with the following provisions:
- 11.1.1. Claims arising from damage or partial loss of goods in transit must be made to the Company and the carrier used by the Company so as to reach both within three days of delivery of the Work.
- 11.1.2. Claims for non delivery of Work must be made within twenty eight days or receipt of notice of their despatch.
- 11.1.3. All other claims must be made within ten days of the delivery of the relevant Work. At the expiration of the said periods without lodgement of claim in the manner aforesaid the Company shall be deemed to have fulfilled its obligations under the Contract in every respect whether express or implied in any way whatsoever and the Customer shall make no complaint in respect of the Work forming the subject of the despatch.
- 11.2. The return of Work by the Customer will not be accepted unless the Company or its representative shall first have had a reasonable opportunity of examining the same.

12. Save for liability for death or personal injury resulting from the negligence of a party (which liability is unlimited), the aggregate liability of the Company in respect of all matters arising or in any way under or in connection with the Contract (whether for breach of contract, tortious liability or otherwise) is limited to the amount of the price payable by the Customer to the Company under the Contract.
13. The Company shall not be liable for any indirect or consequential loss or damage nor for any claim for loss of profits or contracts arising under or in any way in connection with the Contract.
14. **Warranties** - In lieu of any warranty or condition statutory or otherwise expressed or implied as to the quality performance or fitness for any particular purpose of the goods or services (which are excluded to the fullest extent permitted by law) the Company agrees that if Work is defective by reason of the Company failing to use reasonable skill and care or to provide Work of satisfactory quality the Company shall in its opinion either rectify such defect at its own expense or refund the charge made by the Company for setting and printing the defective Work but in no circumstances whatsoever shall the Company be under any further liability of any kind.

15. Risk and Insurance

- 15.1. Notwithstanding that the property in the Work does not pass to the Customer until payment therefore is made to the Company in full, all goods, chattels and other property of or supplied by or on behalf of the Customer whatsoever in the Company's possession shall be held, worked on and carried at the Customer's risk in every respect. [The Company does however accept responsibility for loss or damage to such property resulting from its negligence.]
- 15.2. Any Work sent by the Company by post (or other means including by e-mail) to or at the direction of the Customer shall be so sent at the risk of the Customer.
- 15.3. Wherever the Company agrees to deliver the Work (whether or not the cost of delivery is included in the price or is in addition to the price of the Contract) the risk of any loss or damage to or deterioration of the Work from whatever cause shall be borne by the Customer (unless the risk had already passed to the Customer under the previous conditions) and the Work shall be at the risk of the Customer in all respects from the time that the same is despatched from the premises of the Company or any sub contractor of the Company.
- 15.4. The Customer shall effect all such insurances as it shall consider necessary to protect its interests in any goods or property which under these conditions are stated to be at the risk of the Customer.
16. **Material** - While every reasonable endeavour will be made to supply Work in accordance with the quality of samples submitted or quoted by the Company this cannot be guaranteed.

17. Material Supplied by Customer

- 17.1. The Company reserves the right to reject any paper, copy, artwork (including digital artwork), films, plates or other materials supplied or specified by the Customer which would appear to it to be unsuitable for use in connection with the Contract. The Company is not obliged to check or verify the quality, sufficiency or suitability of the same. Additional costs incurred by the Company as a result of materials being found to be unsuitable during production may be charged to the account of the Customer by the Company.
- 17.2. Where materials are so supplied or specified the Company shall not be liable in any way for any defect shortfall in compliance with specified requirements or loss resulting from or to the extent that it results from or is contributed to by such materials or any quality characteristic unsuitability or defect in the same or their use in connection with the Contract or which would not have resulted had suitable materials been used.
- 17.3. Quantities of Work supplied shall be adequate to cover normal spoilage.

18. Illegal Matter

- 18.1.** The Company shall not be required to print any Work which in its opinion is or may be of an illegal, unlawful or libellous nature or which might involve any infringement of any third party intellectual property or other rights or which would otherwise involve any criminal, contractual or tortious liability of any kind.
- 18.2.** In the event that any complaint claim action proceedings or prosecution is brought or made against the Company in respect of or arising in any way from any matter or thing appearing in or on any goods or material printed processed or dealt with for the Customer by the Company whether such matter or thing is or alleged to be illegal, unlawful, libellous, in breach of infringement of copyright, trademark, patent, design or any other third party right whatsoever of any nature and whether such complaint, claim action or proceeding is settled, compromised or litigated in any way whether through to and/or beyond any judgement or appeal or discontinued abandoned or struck out for want of prosecution or otherwise left or dealt with in any way and as a result the Company incurs any cost loss damage liability or penalty of any kind the Customer shall forthwith upon the Company's first written demand indemnify the Company in full in respect of such cost loss damage liability or penalty without enquiry or question and without exercising any right of set off counter claim or cross demand of any nature against the Company.

19. Periodical Publications

- 19.1.** A contract for the printing by the Company of a periodical publication (a "Periodical Contract") may not be terminated by either party unless 13 weeks notice in writing is given to the other in the case of periodicals produced monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever reasonably possible should be given after completion of printing on any one issue. Nevertheless the Company may terminate any such contract forthwith should any sum due thereunder remain unpaid and outstanding.
- 19.2.** If the Customer terminates a Periodical Contract by giving less than the required period of notice specified under clause 19.1 then the Customer shall pay to the Company a sum by way of liquidated damages calculated in accordance with the provisions of clause 19.3 and both the Customer and the Company agree that such sum is a genuine pre estimate at the time of making that contract of the Company's loss in the event of the Customer so terminating the contract.
- 19.3.** For each week or any part thereof for which the Customer fails to give the Company notice to terminate a Periodical Contract in accordance with clause 19.1 the Customer shall pay to the Company a sum equal to one quarter of the average price charged to the Customer by the Company for the last six issues of the periodical in question printed multiplied by the number of issues of the periodical that would have been printed by the Company in the remainder of the notice period had proper notice been given under clause 19.1.
- 19.4.** Following termination of a Periodical Contract, the Company may on the expiration of fourteen days notice to the Customer dispose of all property of the Customer in its possession (including the publications) and apply any proceeds towards monies due to it hereunder and the Company shall not be liable to the Customer for any loss arising from any such disposal.

- 20. Force Majeure** - The Company's obligations under the Contract will be suspended to the extent that it is prevented or hindered from complying by any cause beyond its reasonable control including but not limited to an action of a third party or the Customer, unlawful or unauthorised use of or access to the Company's systems, governmental intervention, labour disputes or the breakdown or interruption of third party systems or machinery. The Company will use reasonable endeavours to remedy such cause and will

resume the performance of such obligations as soon as reasonably possible after the removal of the cause.

- 21. Severability** - If any provision of these conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question is not affected.

22. E-commerce transactions

- 22.1.** To the extent permitted by English law, the Company and the Customer may conduct transactions using an electronic commerce approach under which they will electronically transmit and receive legally binding purchase and sale obligations including electronic credit entries transmitted by the Customer to the Company's bank account in such manner as may be notified by the Company to the Customer from time to time ("Electronic Communications"). For the purposes of this condition 22, the "originating party" will mean the party transmitting an Electronic Communication and the "receiving party" will mean the party receiving such a communication.

- 22.2.** If the parties choose to conduct transactions pursuant to the provisions of condition 22.1 then:-

22.2.1. the Customer will provide and maintain the equipment, software, services and testing facilities necessary for it to effectively and reliably transmit and receive Electronic Communications.

22.2.2. either party may use a third party service provider for network services provided that the other party is given sixty (60) days prior written notice of any changes to such services.

22.2.3. an Electronic Communication will be deemed received upon arrival at the receiving party's mailbox at the Internet address notified to the receiving party by the originating party from time to time or, where the Company is the receiving party, when the Electronic Communication is accessed by it in intelligible form. The receiving party will promptly notify the originating party if an Electronic Communication is received in an unintelligible form providing that the originating party can be identified. In the absence of such notice, the originating party's record of the contents of such Electronic Communication will prevail.

22.2.4. Each party will authenticate documents using a digital signature or User ID (an "authentication"), as specified by the Company, and will maintain security procedures to prevent its unauthorised use. Each party agrees that any authentication contained in any transmitted document will be sufficient to confirm such party originated such Electronic Communication.

- 22.3.** Each party shall furnish to the other a list of individuals authorised by it to transmit Electronic Communications and the appropriate authentication. Each party will maintain security provisions to prevent the unauthorised disclosure of such information.

- 23. Assignability** - The Company may freely assign or sub-contract all or any of its rights and obligations under this Contract.

- 24. Notices** - Notices required or permitted to be given under these Conditions must be in writing and addressed to the relevant party at its registered office or principal place of business.

- 25. English law** - These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and any dispute shall be settled in the English courts.