

CONDITIONS OF TRADING

Conditions of Trading of **tpm** (UK) Limited (hereinafter referred to as 'the Company')

1 CONTRACT

- 1.1 All quotations and tenders are given and contracts are made by the Company subject to and only upon these terms and conditions unless previously agreed in writing by an authorised officer of the Company no verbal written or other addition hereof or variation hereto shall be effective and these terms and conditions supersede and shall prevail over and exclude any other terms and conditions appearing elsewhere including any terms or conditions of the customer and any course of dealing established between the Company and the customer.
- 1.2 Tenders and quotations may be withdrawn or varied by the Company at any time and unless otherwise specified shall be deemed to be withdrawn automatically at the expiry of 10 days from their date of issue. No binding contract will in any case arise until the customer's order is accepted in writing by the Company.

2 SPECIFICATIONS

The customer shall be responsible for ensuring that any artwork, sketches, specifications, descriptions or information or other instructions supplied by the customer or by any agent or representative of the customer in connection with the manufacture or sale of any goods are accurate, unambiguous and clearly legible and meet the customer's requirements, and the customer shall indemnify and hold the Company harmless in respect of any liability loss, injury, damage, demand, cost, charge or expense which may be incurred or sustained by the Company by reason of or arising directly or indirectly out of any claim in respect of any inaccuracy ambiguity or illegibility in respect of any such artwork, sketches, specifications, descriptions or information or otherwise in relation thereto.

3 PROOFS AND ADDITIONAL WORKS

Proofs of work may be submitted by the Company for customer's approval and the Company shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby, and all other works carried out at the customer's request, shall be charged extra to the customer in full. When style, type or layout is left to the Company's judgement, changes therefrom made by the customer shall be charged extra to the customer in full. A charge may also be made to cover any additional work involved where copy supplied is not clear and legible.

4 ILLUSTRATIONS

Any samples, illustrations or descriptive material made available by the Company including artwork and specifications or weight capacity or dimensions shall not form part of the contract, but shall be treated as approximate only unless specifically stated otherwise. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of the Company and must not be copied or loaned or transferred.

5 STANDING MATERIAL

- 5.1 Metal, film, glass and other materials owned by the Company and used by it in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain its exclusive property. Such items when supplied by the customer shall remain the customer's property.
- 5.2 Type may be distributed and lithographic, photogravure or other work effaced immediately after the order is executed unless written arrangements are made on the contrary, and in the latter event, the Company may charge rent to the customer.
- 5.3 The Company shall be entitled to make a reasonable charge for the storage of any customer's property left with the Company before receipt of the order or after notification to the customer of completion of the contract work.

6 DELIVERY

- 6.1 The Company shall take reasonable steps to execute the contract within any quoted period but such time is not guaranteed, nor deemed to be of the essence of the contract. The estimated time for despatch or delivery shall be extended by a reasonable period if there is any delay caused by industrial dispute or by any cause beyond the reasonable control of the Company. If a shorter delivery period is agreed than any quoted period, an additional charge may be made by the Company to the customer reflecting any overtime or additional costs involved.
- 6.2 If work is suspended at the request of or delayed through default of the customer, the Company shall be entitled to payment for work already carried out, materials specifically ordered and other additional costs including storage.

7 LOSS OR DAMAGE IN TRANSIT

- 7.1 If the goods have not been received within seven clear days of the delivery date notified to the customer by the Company or if they have been received but appear to be in a damaged condition or if there are shortages, then the customers shall immediately give notice to the Company of the relevant facts. If such notice is not so given, the Company shall not be liable to the customer in respect of any loss or damage suffered by reason of non-delivery, short-delivery or damage which is apparent upon inspection and the customer shall accept liability as if all goods had been received and shall not claim against the Company in respect of any non-delivery or damage in transit. The Company shall not in any case be liable for any loss to the customer arising from delay in transit not caused by the Company.
- 7.2 In the case of goods delivered to the order of the customer, the customer shall remain responsible for complying with the provisions of the Clause.
- 7.3 If the contract provides for delivery by installments, delay in delivery or non-delivery of any installment shall not entitle the customer to treat the contract as at an end or to reject any other installment.

8 DELIVERY RISK AND PASSING OF PROPERTY

- 8.1 Goods shall be at the customer's risk from the moment of delivery, whether or not property in the goods has passed or payment or part payment made therefore, and thereafter the customer shall be responsible for insuring the goods.
- 8.2 In the instance that the customer requests the Company to invoice for the stock in full but continue to hold the stock for full or part delivery in the future, the Company's standard payment terms continue to apply. These materials or goods will be set apart and clearly marked as the property of the customer so as to identify them being intended for incorporation into this customer's contract works, and nothing remains to be done to such materials or goods to complete them up to the point of their incorporation in the said contract works. Upon payment, the ownership and title in these materials or goods shall pass unconditionally to the customer and we shall thereafter have no lien or other claim whatsoever on the said materials or goods. We shall not remove these materials or goods or permit them to be removed from the above premises except for delivery to the contract site or elsewhere as and when instructed by the customer. The customer accepts, that as far as the terms of contract are concerned, delivery has been made.
- 8.3 Notwithstanding delivery and the passing of risk in the goods supplied by the Company, the property in the goods shall not pass to the customer until the Company has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Company to the customer for which payment is then due. So long as property in the goods shall remain in the Company, the customer shall set aside the goods from the customer's general stock of goods and mark such goods with an indication that they remain the property of the Company.
- 8.4 Although property remains with the Company after delivery, the customer may sell the goods in the ordinary course of business provided the customer shall keep all sums due to or received by the customer in respect of any such sale separate from any monies or property of the customer and the customer shall hold such monies in a fiduciary capacity for the Company unless and until the full amount payable for the goods has been paid by the customer to the Company.
- 8.5 In the event of the customer becoming insolvent, the right to re-sell the goods shall be suspended and the Company, by its servants or agents, may enter upon the premises of the customer to recover any goods as yet unsold by the customer.

9 PRICE

- 9.1 The contract price excludes Value Added Tax or any other tax or duty payable. The amount of such taxes or duties shall be added to the contract price and shall be payable by the customer in the same manner as the contract price.
- 9.2 The Company shall be entitled to adjust the contract price by such amount as it thinks fit at any time before

delivery of the relevant goods in the event of any increase in the cost to the Company in supplying any goods whether such increase shall result from higher costs of raw materials, labour, transport or overhead expenses or from any other cause whatsoever.

- 9.3 Unless otherwise stated in writing between the Company and the customer, the contract price is based on the assumption that the goods will be supplied in one batch and to the customer's address as set out in any estimate and accordingly, the Company may, at its discretion at any time increase the contract price to take account of any additional costs to the Company (including, but not limited to storage and delivery costs) by reason of the supply of the goods in more than one batch or to a different address.
- 9.4 Without prejudice to any other remedy which the Company may have in the event of the customer cancelling the contract, the Company shall be entitled to charge the customer all expenses incurred by the Company in respect of such contract to the date of cancellation and any loss of profit arising by reason of the cancellation of such contract.

10 PAYMENT

- 10.1 The customer shall pay the Company not later than 30 days after the month end of the invoice date ('the Due Date'). Except for payments made on or before the Due Date, which may be eligible for a settlement discount, all payments shall be made in full without deduction in respect of any set-off or counterclaim.
- 10.2 If the customer fails to make any payment due on or before the Due Date, the Company shall be entitled to cancel or to suspend any further deliveries to the customer and to charge interest thereafter on such sum at the rate 4 per cent per annum above the current base rate of National Westminster Bank PLC such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month.
- 10.3 The contract price shall be payable by the customer notwithstanding any adjustments or corrections of defects which may be required to the goods.

11 INSOLVENCY OR DEFAULT

If the customer shall make default in or commit any breach of any of its obligations to the Company (including but not limited to any failure to make payment on the Due Date of the contract price or of any interim payment or other sum payable by the customer to the Company) or if any distress or execution shall be levied upon the customer or if the customer shall offer to make any arrangement with creditors or commit any act of bankruptcy or if any petition in bankruptcy shall be presented against it or if the customer is a limited company any resolution or petition to wind up the customer (other than for the purposes of amalgamation or reconstruction which becomes effective) shall be passed or presented or if a Receiver shall be appointed over the whole or any part of the assets of the customer, then all sums outstanding in respect of any goods supplied under any contracts made from time to time between the customer and the Company shall be immediately payable to the Company and the Company shall have the right by notice in writing given to the customer to suspend forthwith the manufacture, delivery or supply of any further goods and to determine any unexecuted contract with the customer, without prejudice to any other remedy which the Company may have.

12 LIABILITY

- 12.1 All express or implied warranties or conditions statutory or otherwise as to the quality or fitness for any particular purpose of the goods except to the extent that this provision is held to be unenforceable under or by virtue of any provision contained in the Sale of Goods Act, 1979 or the Unfair Contract Terms Act, 1977 or the Supply of Goods and Services Act, 1982 or any statutory modification or re-enactment thereof for the time being in force, and hereby expressly excluded.
- 12.2 The Company shall not be liable in any circumstances whatsoever, whether in contract, tort or otherwise for loss of anticipated profits or revenue or contracts or for any other indirect or consequential loss or damage arising from any cause whatsoever.
- 12.3 The Company shall not be liable for failing to perform the contract whether wholly or in part if the failure is caused either wholly or in part by any circumstance outside the Company's control.
- 12.4 All goods supplied but not manufactured by the Company are sold subject to the conditions of sale of the manufacturer thereof and the sole liability of the Company in respect thereof shall be to give to the customer such benefits as the Company shall receive under any contract which the Company has with such manufacturer. In the event of any failure by such manufacturer for whatever reason to meet such liability which may arise by reason of any defect in such goods, the Company shall be under no liability to the customer in respect of such defect.
- 12.5 Any advice or recommendation given by the Company or its employees or agents to the customer or its employees or agents in relation to the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 12.6 All property supplied to the Company by or on behalf of the customer shall, while it is in the possession of the Company or in transit to or from the customer, be deemed to be at the customer's risk unless otherwise agreed in writing and the customer should insure accordingly.
- 12.7 The Company may reject any paper, plates or other materials supplied or specified by the customer which appear to it to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged. Where materials are so supplied or specified, the Company will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified and quantities must be adequate to cover spoilage.
- 12.8 The customer shall indemnify the Company in respect of any claims, cost and expenses arising from the printing or other treatment by the Company or any libellous matter or any infringement of copyright, patent design or other intellectual property rights attaching to any material printed by the Company.

13 MISCELLANEOUS

- 13.1 Unless otherwise specifically agreed, goods shall not be required to comply with any direction, regulation or provision of any foreign law or governmental authority.
- 13.2 Unless otherwise specifically agreed, the Company shall be entitled to affix to or print on any goods legends bearing the Company's name and/or trade or other marks.
- 13.3 No forbearance or indulgence shown or granted by the Company to the customer whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the customer or be regarded as a waiver of any of these Conditions.
- 13.4 Any notice required or authorised to be given hereunder may be given either personally or by facsimile or by post, addressed to such other party at its last known address or at any other address furnished to the other by written notice. Notice so given by letter shall be deemed to have been served 48 hours after the same is posted and proof that the envelope containing the notice was properly addressed and sent by pre-paid post shall be sufficient evidence of service. Notice so given by facsimile shall be deemed to have been served 24 hours after it shall have been despatched.
- 13.5 Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins (measured in fold depths) or 10 per cent for single part or one process work not requiring special papers or special features and upon margins of 10 per cent for other work being allowed for overs or shortage (5 per cent single and 8 per cent multi part respectively for quantities exceeding 50,000) the same to be charged or deducted.
- 13.6 Illegal matter. 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 proprietary or other rights of any third party.
- 13.7 Periodical publications. A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given 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 possible, should be given after completion of work on any one issue. Nevertheless, the Company may terminate any such contract forthwith should any sum due thereunder remain unpaid.

14 PROPER LAW

These Conditions shall be governed by and construed in all respects in accordance with English Law and the customer hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

SUPPLIERS LIABILITY CONCERNING STORAGE

- 1 Users must appreciate that paper is a material which is rapidly and considerably affected by storage and usage conditions. Unless precautions are taken, it is liable to be affected by variations in temperature and humidity. Variations in humidity are the most serious and will, by changing the moisture content of the stationery, alter its size and strength characteristics.
- 2 Humidity - Stationery should be stored in conditions between 40% r.h. and 60% r.h. If stationery is stored outside these limits, a progressive deterioration in performance must be expected. This may be minimised if sufficient time is allowed for acclimatisation to the conditions in which it is to be used, but paper exposed to extremes of humidity may be permanently damaged.
- 3 Temperature - Stationery should be stored at a temperature between 18°C and 24°C (64°F and 75°F). Transient variations outside this range will not normally affect its performance. If stationery is transferred from a cold

room to a warm room, it will experience a temporary warp. In this case, time will be allowed for it to become acclimatised before being used.

- 4 Stacking - Stationery should be kept in the original boxes until required for use. The boxes should be stored lid uppermost and not directly touching a floor. They should be stored away from extremes of temperature and humidity e.g. near a radiator, air conditioning grill or in direct sunlight. Boxes should not be stacked more than seven high, should be supported squarely at the bottom and should have no heavy weights placed upon them. Partly used boxes should not be placed within a stack but may be placed as the top box in a stack of seven.
- 5 Handling - Stationery should not be exposed to the air or light for long periods of time. Stationery should be kept in its protective wrapping until required for use and should not be left in half opened boxes without protection or left in printer trays for long periods (e.g. over the weekend).

NO LIABILITY WILL BE ACCEPTED IF THE ABOVE CONDITIONS ARE NOT ADHERED TO